

Republic of the Philippines
HOUSE OF REPRESENTATIVES
Quezon City, Metro Manila

NINETEENTH CONGRESS
Third Regular Session

House Bill No. **10670**



**INTRODUCED BY REPRESENTATIVES RALPH WENDEL P. TULFO,
JOCELYN P. TULFO, AND ERWIN T. TULFO**

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

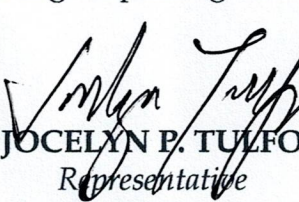
EXPLANATORY NOTE

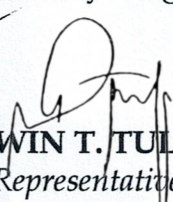
In 2012, the Department of Transportation and Communications (DOTC), presently the Department of Transportation (DOTr), and the Department of Trade and Industry (DTI) issued Joint DOTC-DTI Administrative Order No. 01, Series of 2012, providing for a Bill of Rights for Air Passengers and Carrier Obligations. The Air Passenger Bill of Rights borne out of this regulation seeks to protect air passengers from abusive and unjust airline practices.

However, with the recent rise in incidents of flight cancellations and other air transport problems, it is necessary to establish a comprehensive Bill of Rights for Air Passengers, detailing the fundamental rights and protection for airline travelers, as well as set forth penalties for violations of these rights, aiming to strengthen consumer protection and improve the overall travel experiences of Filipinos alike.

In view of the foregoing, the urgent passing of this bill is earnestly sought.


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

CHAPTER I

GENERAL PROVISIONS

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

SEC. 2. *Declaration of Policy.* – The State is committed to promoting and strengthening the regulatory framework in civil aviation to ensure safe, efficient, convenient, and secure services for the riding public. As part of this commitment, the State will mandate full disclosure of all aspects related to air carriage contracts and penalize any act of air carriers that violates the rights of air passengers defined under the Act.

Moreover, the State will adopt universally accepted principles of international laws and fulfill its commitments to treaties to which the country is a signatory. By doing so, the State aims to provide a seamless and satisfactory travel experience for air passengers while holding air carriers accountable for any wrongdoing.

1
2 **SEC. 3. *Definition of Terms.*** – As used in this Act:
3

- 4 (a) *Air carrier* refers to an airline company which provides transportation services
5 under a contract of carriage via airplanes and other similar means;
- 6 (b) *Baggage* refers to any personal property carried by the passenger which has been
7 checked in with the airline;
- 8 (c) *Off-loaded Baggage* refers to checked baggage that has either not been put in or
9 been subsequently removed from the cargo hold or other similar storage spaces
10 of the air carrier;
- 11 (d) *Cancellation* refers to the act of revoking the contract of carriage between the
12 passenger and air carrier. This includes the following instances:
- 13 1. Cancellation by the air carrier before the estimated time of departure
14 (ETD), regardless if the reason was by fault of the carrier or not;
- 15 2. Cancellation by the air carrier after an unduly long delay; and
- 16 3. Cancellation by the passenger or a situation deemed cancelled as provided
17 under this Act;
- 18 (e) *Check-in Period* refers to the time when the air carrier's check-in counters are open
19 for accepting and processing passengers checking in for their flights which
20 usually starts at least two to three hours prior to the ETD in international airports
21 and in airports designated by the Department of Transportation (DOTr). In other
22 airports, the check-in period starts at least one hour prior to the ETD;
- 23 (f) *Confirmed Reserved Seat* refers to a seat on a specific date and on a specific flight
24 and class of service of an air carrier, which has been requested by a passenger,
25 and which the carrier or its agent has verified, by appropriate notation on the
26 ticket, as being reserved for the accommodation of the passenger;
- 27 (g) *Convention* refers to the applicable international agreement, convention, or treaty
28 on carriage of goods or persons by air;
- 29 (h) *Delay* refers to the deferment of a flight to a later time than that originally
30 scheduled, as follows:

1. *Terminal delay* is a delay that occurs while the passengers are still inside the terminal waiting for boarding; and
 2. *Tarmac delay* is a delay that occurs while the passengers are already on board the aircraft;
- (i) *Denied Boarding* refers to a situation where a passenger who has a physically presented travel document pertaining to a confirmed seat reservation at the proper time and place, and has fully complied with the carrier's check-in reconfirmation procedures, and the carrier's tariff requirement, was not allowed to board the aircraft;
- (j) *Denied Check-in* refers to a situation where a passenger, who has presented travel documents to an air carrier's check-in counter, or has checked-in online or through the check-in kiosks located inside the airport at the appointed time, is denied or is not processed for boarding a particular flight;
- (k) *Fare* refers to the payment in consideration for the carriage of a passenger, but shall not include charges for ancillary services, as follows:
1. *Regular fare* is any fare that is offered on a regular basis, is non-discounted, and offers the advantage of cancellation, changing flight time or schedule, rerouting, or rebooking, by the passenger, whether for a fee or penalty, or without such fee or penalty.
 2. *Promotional fare* is any fare that is generally lower than a regular fare and is offered for a specific period subject to stipulations for such promotion;
- (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 regular or promotional fare;
- (m) *General Sales Agent* refers to a person who is not a bona fide employee of an air carrier, and who was 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;

- 1 (n) *Government Requisition of Space* refers to a formal request by the government or
2 its agencies to an air carrier for the use of an aircraft, or any part thereof, for
3 regulatory, safety, security, and emergency purposes. Such request shall be
4 submitted by the requesting agency to the Civil Aviation Board (CAB) which, in
5 turn, shall make a request to the air carrier concerned, detailing the number,
6 identities, and affiliation of the persons requesting for space and the date, time,
7 and destination of flight;
- 8 (o) *No-Show* refers to the failure of the passenger to appear at the check-in counter
9 within the check-in deadline or to show up at the boarding gate at the time
10 indicated on the boarding pass;
- 11 (p) *Non-scheduled Services* refer to an arrangement where an aircraft has more
12 flexibility in terms of time, schedules, routes, and choices of airports and similar
13 operational characteristics, subject to the approval of the Civil Aviation
14 Authority of the Philippines (CAAP) each time;
- 15 (q) *Overbooking* refers to the practice of air carriers of selling confirmed reserved seat
16 beyond the actual seat capacity of the aircraft. This shall include a situation
17 wherein an aircraft carrier downgrades an aircraft resulting in the bumping off
18 of passengers that is not grounded on safety or unforeseen operational
19 circumstances;
- 20 (r) *Passenger* refers to a person actually travelling by air. A person who is named in
21 the flight ticket shall be considered a passenger for the purpose of this Act;
- 22 (s) *Person with Disability (PWD)* refers to those who have a long-term physical,
23 mental, intellectual, or sensory impairments, which, in interaction with various
24 barriers, may hinder their full and effective participation in society or an equal
25 basis with others;
- 26 (t) *Philippine-based air carrier* refers to an air carrier holding a Certificate of Public
27 Convenience and Necessity (CPCN) or a Temporary Operating Permit (TOP)
28 issued by the CAB for scheduled or non-scheduled services;
- 29 (u) *Sales Promotion* refers to the techniques intended for broad consumer
30 participation which contain a promise of gain, such as prizes, in cash or in kind,

1 as reward for the purchase of a product, security, service, or for winning in a
2 contest, game, tournament, and/or similar competitions which involve
3 determination of winner/s and which utilize mass media and widespread
4 media of information. It also means techniques purely intended to increase the
5 sales, patronage, and goodwill of a product; and

6 (v) *Scheduled Services* refer to an arrangement wherein an air carrier follows a fixed,
7 regular, and published timetables and routes and which does not have the
8 flexibility in terms of time, schedules, routes, and choices of airports and similar
9 operational characteristics.

10
11 **SEC. 4. *Scope of Application.*** – This Act shall apply to all aspects of contracts of air
12 carriage for flights or portions of a flight within the territory of the Philippines or from
13 the territory of the Philippines, operated by Philippine air carriers, flights, and portions
14 of a flight from the territory of the Philippines operated by foreign air carriers, as well
15 as charter flights and the conduct of individual ticketing: *Provided, That the*
16 *compensation provision of this Act shall not apply to air carriers flying into the territory*
17 *of the Philippines if the laws of the country of origin provide similar or higher*
18 *compensation.*

19
20 **SEC. 5. *Applicability of International Laws and Pertinent Conventions.*** – In case of
21 conflict between the provisions of this Act and the provisions of any treaty or
22 convention where the Philippines is a signatory, the provisions of the latter shall prevail.
23 In cases of treaties or conventions where the Philippines is not a signatory, the
24 provisions of such treaty or convention shall have the suppletory effect in the
25 implementation of this Act insofar as the same are not contrary to the provisions
26 contained herein.

CHAPTER II
CONTRACT OF CARRIAGE BY AIR

SEC. 6. *Contract of Air Carriage.* – By the contract of air carriage, an air carrier obliges itself to transport the passenger or their baggage, if any, from one place to another, through the airspace, without any damage or injury upon the latter's person, or loss, damage, or unreasonable deterioration of their baggage, if any, and the passenger obliges himself/herself to pay a just and reasonable airfare.

SEC. 7. *Perfection of the Contract of Air Carriage.* – The contract of air carriage is perfected from the moment the air carrier and the passenger give their respective consent to the said agreement. There is consent when the air carrier issues a confirmation of the airline ticket in favor of a passenger, who accepts and holds it in their possession, with the corresponding full payment of the fare by the said passenger.

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

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

Diligence observed in the selection and supervision of employees shall not be a defense to rebut this presumption. In the case of carriage of goods and baggage, the presumption of negligence shall not apply if the loss, damage, or unreasonable deterioration is caused or occasioned by any of the following:

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

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

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

The passengers affected may avail of all remedies applicable to them as provide by this Act.

SEC. 11. *Overbooking.* – All air carriers are prohibited from the act of overbooking their flights for whatever reason.

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 carrier.

CHAPTER III

RIGHTS AND OBLIGATIONS OF THE PASSENGERS

SEC. 13. *Clear, Truthful, and Understandable Information.* – In addition to the information enumerated in Section 15 of this Act, every passenger shall, before purchase of any ticket, have the right to full, fair, and clear disclosure of information, in English

1 or Filipino, from an air carriage or general sales agent on the following terms and
2 conditions in the contract of carriage:

- 3
- 4 (a) Fare and other fees and ancillary charges (such as but not limited to taxes,
5 insurance, fuel, surcharge, seat reservation, etc.);
 - 6 (b) Travel restrictions;
 - 7 (c) Baggage allowance and limitations;
 - 8 (d) Check-in and boarding requirements and deadlines;
 - 9 (e) Air carrier's responsibilities and passenger's rights and compensation for delayed
10 and canceled flights, and for death and injuries and lost, delayed or damaged
11 baggage;
 - 12 (f) Air carrier's liability limitations;
 - 13 (g) Procedures for claims against the air carrier;
 - 14 (h) Services and amenities provided by the air carrier;
 - 15 (i) If the ticket purchased is part of the overbooked portion of that flight; and
 - 16 (j) Other crucial and necessary conditions of the contract of carriage.
- 17

18 **SEC. 14. Method of Disclosure.** – An air carrier shall cause the disclosure under the
19 immediately preceding section to be printed on or attached to the passenger ticket,
20 boarding pass, or by clearly stating the complete terms and conditions of carriage for
21 perusal or review in the air carrier's website, or in some other document that may be
22 sent to or delivered by post or electronic mail to a passenger upon request.

23

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

26

27 In case of online booking, the air carrier must establish a system wherein a purchaser
28 is fully apprised of the required disclosures under this section twice prior to the final
29 submission of an online offer to purchase.

30

1 **SEC. 15. *Advertisements.*** – Advertisements of fares shall be clear, truthful, and not
2 misleading and shall capacitate the passenger to make an informed decision such that
3 the passenger fully understands the consequences of purchasing such a ticket.

4
5 The advertisement of the promotional fares shall be subject to approval by the CAB.

6
7 The following disclosures are required to be part of the airline advertisement in the
8 print medium which shall occupy not less than thirty percent (30%) of the advertising
9 material:

- 10
11 (a) Conditions and restrictions attached to the fare type;
12 (b) Refund and rebooking policies;
13 (c) Government taxes and fuel surcharges;
14 (d) Other fees and charges;
15 (e) Contact details of the carrier which include phone numbers, websites, emails, and
16 online accounts;
17 (f) Other information that is necessary to apprise the passenger of conditions and
18 full price of the ticket which may include incorporation by the reference of
19 websites and other available information portal or office where the passenger can
20 read or ask the full terms and conditions of the fare and the air passenger bill of
21 rights; and
22 (g) In case of promotional fares, the number of seats offered on a per sector basis, the
23 CAB permit or approval number, and the duration of the promo.

24
25 **SEC. 16. *Right to Receive the Full Value of the Service Purchased.*** – A passenger shall
26 have the right to fair and reasonable fare and to receive the full value of the services that
27 they purchased. An air carrier shall not deny nor diminish any service that an air
28 passenger has paid for. However, an air carrier may upgrade its services in favor of a
29 passenger free of charge, subject to the consent of the passenger.

1 **SEC. 17. *Right to Mandatory Fare Discount.*** – Qualified senior citizens, PWDs, and
2 students are entitled to a twenty percent (20%) discount on all regular fares. To avail of
3 the discount, persons concerned are required to show competent proof that they belong
4 to the abovementioned categories. Competent proof includes government-issued
5 identification cards or school identification cards.

6
7 To avail of this discount, a student at the time of the purchase of the airline ticket
8 must be enrolled in a preschool, elementary, secondary, or collegiate school or
9 institution, whether academic, vocational, or technical, duly recognized by the
10 government. For the purpose of this Act, those taking up post-graduate courses, such
11 as medicine, law, master's, and doctorate degrees, as well as short term courses, classes,
12 and seminars, such as dancing, singing, and driving lessons, are excluded.

13
14 Qualified senior citizens, PWDs, and students are likewise exempt from payment of
15 Value-Added Tax.

16
17 Where the air carrier offers a promotional fare, the fare that is more beneficial
18 between the discounted and promotional fare shall be given to the passenger. For
19 purposes of taxation, the discounts herein imposed shall be allowed as deductions on
20 the gross income of the air carrier.

21
22 **SEC. 18. *Right to Refund.*** – Every passenger holding a refundable airline ticket shall
23 have the right to refund of fares. This includes the refund of other fees, such as checked
24 baggage fees and other optional service fees, including insurance and seat selector fee,
25 if any.

26
27 **SEC. 19. *Right to Cancel a Flight.*** – If the passenger cancels the confirmed flight more
28 than twenty-four (24) hours before the ETD, the passenger may be entitled to seventy-
29 five percent (75%) of the cost of the ticket excluding charges for ancillary services, with
30 the remaining twenty-five percent (25%) to be retained as a cancellation fee. There shall

1 be full reimbursement of such charges for ancillary services not availed of, such as
2 baggage fees and terminal fees.

3
4 If the passenger cancels the confirmed twenty-four (24) hours or less before the ETD,
5 or does not show up altogether, the ticket shall be considered flown. There shall be full
6 reimbursement of the charges for ancillary services not availed of, such as baggage fees
7 and terminal fees.

8
9 **SEC. 20. *Right to Rebook a Flight.*** – Every passenger who was informed that the
10 ticket purchased can be rebooked shall have the right to rebook the flight in accordance
11 with the terms and conditions set forth under the airline’s rebooking policy.

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

20
21 The air carrier shall, subject to infrastructure limitations, clearly designate the
22 boundaries of its assigned check-in areas or counters in a manner convenient to the
23 passengers.

24
25 The air carrier shall ensure that its passengers for a particular flight, including those
26 who are in queue prior to the check-in deadline, have already checked-in before
27 accepting passengers from previously delayed or canceled flights and chance
28 passengers, in that order, when there are still seats available.

1 **SEC. 22. *Right Against Overbooking.*** – No passenger shall be denied boarding,
2 rebooked, or delayed due to overbooking of his confirmed flight under any
3 circumstances.

4
5 **SEC. 23. *Right to Board Aircraft for the Purpose of Flight.*** – Except when the
6 passenger is at fault or due to legal or valid causes such as immigration issues, safety,
7 security, and health concerns when there is a legal or valid cause, a passenger who has
8 check-in for a particular flight has the right to board the aircraft for the purpose of flight.
9 A passenger shall be considered at fault if such passenger acts in violation of a law or
10 the contract of air carriage affecting the safety and security of another passenger crew
11 during the voyage.

12
13 **SEC. 24. *Right to Equal Protection.*** – Every passenger is entitled to all the rights set
14 forth in this Act and in all aspects of the contract of carriage regardless of race, sex,
15 gender, education, income, social status, language, physical characteristics, mental
16 characteristics, sensory impairments, age, religion, marital status, political belief, and
17 any other circumstances.

18
19 No air carrier shall deny a passenger from enjoying the rights set forth in this Act
20 because of criminal or summary convictions, or a previous grievance against the air
21 carrier.

22
23 **SEC. 25. *Right to be Respected.*** – Air passengers shall have the right to be respected
24 at all times by the air carrier. Airline employees and crews shall serve passengers with
25 utmost courtesy and respect.

26
27 **SEC. 26. *Access to Emergency Measures, Medical Assistance, Safety Devices, and***
28 ***Essential Services.*** – A passenger has a right to have access to and use emergency and
29 safety devices, medical assistance, and proper application of first aid procedures during
30 emergency situations or when the passenger's health requires it. Air carriers shall train

1 flight personnel and crews in handling and responding to emergency situations and
2 shall provide at least one flight crew who is certified to be trained in the application of
3 first aid procedures. An air carrier shall always inform its passengers of emergency
4 measures in cases of evacuation before the start or during the first hour of the flight. A
5 passenger has a right to disembark from an aircraft when, in consideration of the
6 passenger's condition, continuing the journey or being onboard the aircraft constitutes
7 a risk to health. The air carrier personnel shall consult with the passenger who wishes
8 to disembark and determine whether it is in the best interest of the passenger to
9 deplane.

10
11 A passenger shall have access to essential services such as adequate food and potable
12 water, clean and safe lavatory facilities, and cabin ventilation and comfortable cabin
13 temperatures.

14
15 **SEC. 27. *Right to Bring Action, Satisfaction, or Relief of a Wrong or Injury.*** – Every
16 passenger has a right, without fear of retribution, to take action against the air carrier
17 for any wrong or injury caused to the passenger during the effectivity of the contract of
18 carriage under this Act and applicable treaties and conventions.

19
20 **SEC. 28. *Right to Immediate Payment and Compensation.*** – A passenger shall have
21 the right to be compensated, promptly and expeditiously, in case of flight delay or
22 cancellation, death or injury upon his/her person, and loss or deterioration of one's
23 baggage and property, or for overbooking.

24
25 Compensation under this Act does not preclude the passengers to seek redress in a
26 court for damage caused by any violation of the rights of the passenger as provided by
27 this Act or any other laws or treaties concerning air transportation.

28
29 An air carrier liable for any of the required compensations provided under this Act
30 shall make the same available to the affected passenger at the air carrier's counters at

1 the airport on the date when such right to compensation arose, or at the main office or
2 any branch of the air carrier upon the discretion of the passenger. The air carrier shall
3 tender a check or cash for the amount specified, or the document necessary for claiming
4 the compensation herein stated. If not paid within the prescribed period, the
5 compensation granted in this chapter shall earn an interest computed at the current
6 legal rate until full payment reckoned from the time of the expiration of the said period,
7 unless the non-payment is prevented by a legal cause.

8
9 **SEC. 29. *Rights of a Passenger for Delayed Flights.*** – Every passenger has the right
10 to be compensated for flights not flown within a reasonable time from the ETD. The
11 provisions of this section shall be the minimum entitlement of a passenger in case of
12 delay and shall not prohibit the air carrier from granting more favorable conditions or
13 resources.

14
15 (a) *Terminal Delay.* In case the flight is delayed for at least two hours after the ETD,
16 whether or not such is attributable to the carrier, a passenger shall have the right
17 to:

- 18 1. Be notified via public announcement of the reason for the delay and the ETD
19 as soon as the information is available;
- 20 2. Be provided a minimum level of care immediately, on the spot, at
21 terminals/stations, while waiting for the beginning of the continuation of the
22 delayed journey;
- 23 3. Be offered the following free of charge:
 - 24 i. Sufficient meals and refreshment in a reasonable relation to the waiting
25 time;
 - 26 ii. Free phone calls, text messaging, facsimile, electronic mail, or other
27 means of communications;
 - 28 iii. Free internet access; and
 - 29 iv. First aid, if necessary.

1 In applying this section, the operating air carrier shall pay particular attention
2 to the needs of persons with reduced mobility and any person accompanying
3 them, as well as to the needs of unaccompanied children; and

- 4 4. Declare that they are canceling their reservation and ask for refund or
5 rebooking in accordance with Sections 18 and 20 hereof or ask for
6 endorsement to another carrier.

7
8 In case the flight is delayed for at least three hours after ETD for causes
9 attributable to the carrier, the flight shall be deemed cancelled and the affected
10 passenger shall be entitled to the remedies provided under Section 29(a).

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

- 16 (c) *Arrival Delay*. In case there is a delay in the aircraft's arrival at the airport of
17 destination for at least one hour, the air carrier shall give the affected passengers
18 free food and beverages.

19
20 If the said delay is due to the air carrier's negligence, it shall be liable to pay
21 damages to the air passenger amounting to Ten Thousand Pesos (PhP10,000.00)
22 or the actual damages suffered, whichever is higher.

23
24 In the case of a multi-sector journey where the air carrier is at fault, in addition to
25 the rights and entitlements stated under this section, a passenger shall be entitled
26 to additional compensation at a rate that is equivalent to at least the value of the
27 sector canceled by the reason of the delay: *Provided*, That in case of connecting
28 flights with other carrier/s, the passenger has allotted sufficient connecting time
29 of at least three hours for international flights and two hours for domestic flights:
30 *Provided, further*, That the passenger shall not be entitled to the compensation of

1 the value of the sector deemed cancelled, if the passenger is endorsed to another
2 carrier and the passenger is able to complete the journey.

3
4 **SEC. 30. *Rights of a Passenger for Cancelled Flights or Flights Deemed Cancelled.* –**

5 A passenger has a right to compensation in cases of flight cancellation subject to the
6 following rules:

7
8 (a) If a flight is cancelled due to a cause attributable to the air carrier, a passenger
9 shall have the right to:

- 10 1. Be notified of the situation beforehand or as soon as possible via public
11 announcement, written or published notice, and flight status update service,
12 either through short message service or electronic mail;
- 13 2. Be provided immediately with a minimum level of care at terminals and/or
14 stations;
- 15 3. Be offered free of charge:
- 16 i. Sufficient meals and refreshments within a reasonable period covering
17 the waiting time;
- 18 ii. Hotel accommodation near the airport in cases where a stay of one or
19 more nights becomes necessary, or where a stay additional to that
20 intended by the passenger becomes necessary; and
- 21 iii. Transportation service between the airport and the place of
22 accommodation.

23
24 In addition, passengers shall be offered free phone calls, text messaging, fax,
25 emails, or other means of communications, free internet access, and first aid,
26 if necessary.

27
28 In applying this provision, the air carrier shall pay particular attention to the
29 needs of persons with reduced mobility and any person accompanying them,
30 as well as to the needs of unaccompanied children;

4. Subject to the provisions of Sections 10 and 19 hereof, be reimbursed within five days, either by cash, electronic bank transfer, bank orders or cheques or with the signed agreement of the passenger, in travel vouchers and/or other services of the full cost of the ticket at the price at which it was bought, for the part/s of the journey not made and for the part/s already made if the flight is no longer serving any purpose in relation to the passengers' original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity. If payment is made through credit card, the reimbursement should be credited back to the payor's credit card account within seven days without additional cost to the 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 due to 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; or
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 resources as it may deem appropriate.

1
2 **SEC. 31. *Rights of a Passenger Denied Boarding.*** – A passenger who has checked-in
3 for a particular flight cannot be denied boarding the aircraft except for legal or other
4 valid causes, such as immigration issues, safety, security, and health concerns. In case
5 where a passenger is denied boarding because the number of passengers is not due to
6 overbooking, government requisition of space, downgrading of an aircraft or legal
7 orders, the flight in respect to the affected passenger shall be deemed canceled and the
8 compensation shall be governed by the following rules:
9

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

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

19 (c) If the denial of boarding the aircraft is due to government requisition of space,
20 the affected passenger shall be compensated and entitled to remedies in the
21 preceding paragraph with the cost chargeable against the air carrier subject to
22 reimbursement by the requesting agency if allowed.
23

24 In cases where a passenger is denied boarding for acting in violation of a law or the
25 contract of air carriage affecting the safety and security of another passenger or crew
26 during the voyage, such passenger shall not be entitled to any relief provided for under
27 this Act: *Provided*, That no passenger shall be denied boarding for two (2) consecutive
28 times on the same day, except when public morals, safety, or order, or health requires
29 it: *Provided, further*, That PWDs, persons with special needs, senior citizens, pregnant

women, and unaccompanied children shall be given preference against being denied boarding.

SEC. 32. *Filling-up Empty Seats.* – Vacant seats due to cancellations by the passenger and no-shows shall be offered by the air carrier, first to the passengers of delayed or cancelled flights of the same air carrier or of another air carrier, through endorsement between the two air carriers. Afterwards, any remaining empty seats are to be offered to chance passengers.

SEC. 33. *Loss, Damage, and Delay of Baggage.* – Every passenger has the right to compensation for any loss, damage, or delay of baggage attributable to the fault of the air carrier. Compensation for loss of baggage shall be in the following amounts:

- (a) For international flights, Twenty United States Dollars (USD 20) per kilogram for checked-in baggage and Four Hundred Dollars (USD 400) for hand-carried baggage; and
- (b) For domestic flights, the equivalent amount in pesos shall apply. A passenger's baggage is presumed lost if, within a period of seven days counted from the time the passenger or consignee should have received the same, the baggage is not delivered to said passenger or consignee.

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

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

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

3
4 The air carrier shall carry the off-loaded baggage in the next flight with available
5 space, deliver the same to the passenger either personally or at his/her residence, and
6 tender an amount of Two Thousand Pesos (PhP2,000.00) for every twenty-four (24)
7 hours of late delivery as compensation for the inconvenience. The passenger shall also
8 have a right to the refund of the checked baggage fees if the baggage was not delivered
9 to the passenger within twenty-four (24) hours from the arrival of the flight.

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

15
16 Damaged baggage shall be compensated at Five Hundred Pesos (PhP500.00) per
17 kilogram if it is in a domestic flight unless the passenger has declared a higher valuation
18 of the baggage at the check-in time. For international flights, paragraph (a) under this
19 Section shall apply.

20
21 **SEC. 34. *Compensation for Death and Bodily Injuries.* –**

22
23 (a) In the case of international flights, the rules of the relevant convention shall apply
24 as to the compensation for death or bodily injuries sustained by a passenger in
25 the contract of carriage.

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

SEC. 35. *Compensation for Violation of Airline Passenger Rights.* – In case the air carrier violates the rights of the air passengers, the former shall pay the latter damages amounting to at least Fifty Thousand Pesos (PhP50,000.00), exclusive of other damages or injury the air passenger has suffered.

CHAPTER IV

RIGHTS, DUTIES, AND OBLIGATIONS OF THE AIR CARRIER

SEC. 36. *Prevention of Harm to the Passengers and Maintenance of Aircraft.* – An air carrier shall prevent harm and hazard to passengers by ensuring that it follows all regulations on the airworthiness of the aircraft, complies with rules on hazardous materials protects the passengers from unreasonable harm, and actively responds to harm caused by the aircraft structure, materials, and chemicals.

SEC. 37. *Designation of an “All-Flight” or “Per Route” Counters.* – Air carriers may operate all-flight counters which will serve passengers without regard to destination. As far as practicable, the air carrier shall, in addition to all-flight counters, open a separate counter dedicated for a flight nearing check-in deadline to facilitate the checking-in of passengers at least an hour before the published ETD.

SEC. 38. *Special Accommodation of PWDs, Persons with Special Needs, Senior Citizens, Pregnant Women, and Unaccompanied Children.* – To ensure the full enjoyment of the rights enumerated under this Act, the provisions of the following laws and their implementing rules and regulations (IRR), whenever applicable, shall form part of this Act as far as the passengers in this Section are concerned:

- (a) Republic Act No. 7277, otherwise known as the “Magna Carta for Disabled Persons”, as amended by Republic Act No. 9442 and its IRR;
- (b) Batas Pambansa Blg. 344, otherwise known as the “Accessibility Law”; and

(c) Republic Act No. 7432, as amended by Republic Act No. 9257 and Republic Act No. 9994, otherwise known as the “Expanded Senior Citizens Act of 2010” and its IRR.

The contract of air carriage shall clearly enumerate the necessary terms and conditions affecting the rights of PWDs, senior citizens, persons with special needs, pregnant women, and unaccompanied children 15 years old and younger.

Air carriers and its agents, in coordination with the agencies charged with protecting the rights and welfare of the abovementioned passengers, shall implement a system allowing these groups of persons enough and convenient opportunity to comply with aviation requirements and their special needs, facilities, and assistance by reason of their individual circumstances throughout the flight. For this purpose, air carriers shall designate at least one (1) check-in counter dedicated to the persons mentioned above.

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

- (a) Determine the number of passengers in excess of the actual seat capacity of the aircraft;
- (b) Announce that the flight is overbooked and that it is looking for volunteers willing to give up their seats in exchange for air carrier compensation;
- (c) Provide the interested passengers or volunteers a list of amenities and offers from which they can choose, which shall always include priority booking in the next available flight and/or cash incentive; and
- (d) In case the number of volunteers is not enough, the air carrier shall increase the compensation package by a certain degree by adding more amenities/services

1 until the required number of volunteers is met. No flight shall be delayed
2 pursuant to the settlement of the air carrier's obligation under this section.
3

4 **SEC. 40. *Duty of the Carrier in the Event of Flight Deviation.*** – Flight deviation
5 happens when there is a change in the airport of origin or destination. If such is the case,
6 the air carrier shall provide the necessary information to ferry a passenger from the
7 originally designated airport of the departure to the actual airport of departure or from
8 the airport of actual destination to the airport of the originally designated destination,
9 as the case may be. If, by reason of the deviation, a certain right of a passenger has been
10 violated, the applicable provisions of this Act shall govern the avilment and grant of
11 remedies and compensation.
12

13 **SEC. 41. *Provision of Assistance Desk.*** – Air carriers shall provide Customer Service
14 Representatives (CSR) who can address common problems in situ, which include
15 arranging for meals, hotel rooms and accommodations for stranded passengers, writing
16 checks for denied boarding compensation, arranging luggage resolutions, and settling
17 other routine claims and complaints.
18

19 **SEC. 42. *Remedies of the Passenger.*** – Every passenger whose rights provided in this
20 Act have been violated shall have the following remedies as may be respectively set by
21 the CAB under the rules and regulations to be promulgated to effectively carry out the
22 proper implementation of this Act, including, but not limited to:
23

- 24 (a) Assistance in filing, processing, and documenting complaint/s;
25 (b) Negotiating for a resolution acceptable to the affected passengers and the air
26 carrier; and
27 (c) Elevation of complaint/s to appropriate authorities.
28

29 **SEC. 43. *Operational Spare.*** – An air carrier shall, in adopting its flight schedules,
30 exert all efforts to manage the disposition of its aircraft in such a way as to be able to

1 reallocate aircraft to take the place of another aircraft in case the latter cannot carry the
2 passengers due to operational requirements, aircraft maintenance, and other similar
3 situations.

4
5 **SEC. 44. *Immediate Reporting of Off-loaded Checked Baggage.*** – In case a checked
6 baggage has been off-loaded for operational, safety, or security reasons, the air carrier
7 shall inform the concerned passenger, at the soonest practicable time and in such
8 manner that the passenger shall readily know of such offloading and the reason thereof.
9 If the passenger’s baggage has been off-loaded, the air carrier shall make the
10 appropriate report and give the passenger a copy thereof, even if it announced that the
11 baggage shall be on the next flight.

12 13 **CHAPTER V**

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

15
16 **SEC. 45. *Availability of Check-in Counters.*** – The CAAP, airport authorities, or
17 airport operators, as the case may be, shall provide an adequate number of check-in
18 counters for every air carrier operating in a particular airport.

19
20 They shall ensure that the number of check-in counters of an air carrier in a particular
21 airport shall be proportionate to the volume of passengers who are checking-in for a
22 particular flight. In no case shall the queue exceed twenty (20) persons per check-in
23 counter.

24
25 **SEC. 46. *Assignment of Technical Personnel in Airports.*** – The CAAP shall ensure
26 that every commercial airport is manned by technical personnel capable of verifying
27 and certifying reports of technical or infrastructure problems or other reasons leading
28 to delays and cancellations. The technical personnel concerned shall submit a periodic
29 report of all delays and cancellations and the corresponding reasons thereof to the
30 CAAP Central Office.

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

CHAPTER VI

REMEDIES AND GRIEVANCE PROCEDURES

SEC. 48. *Amicable Settlement.* – A passenger and air carrier shall exhaust all efforts toward settling the dispute amicably in accordance with the provisions set forth in this Act. If no amicable settlement is reached, the government, through the CAB, may take cognizance of the case.

CHAPTER VII

PENAL PROVISIONS

SEC. 49. *Penalties.* – Any violation of this Act shall be penalized in accordance with the provisions of Republic Act No. 776, otherwise known as the “Civil Aeronautics of the Philippines”, Republic Act No. 7394, otherwise known as the “Consumer Act of the Philippines”, Republic Act No. 9442, otherwise known as the “Magna Carta for Disabled Persons”, as amended, Batas Pambansa Blg. 344, otherwise known as the “Accessibility Law”, Republic Act No. 9994, otherwise known as the “Expanded Senior Citizen’s Act”, or any other relevant laws, rules, and regulations applicable, as the case may be.

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

1 the lifting of the suspension of its franchise or license to operate shall be a ground for
2 revocation of such franchise or license to operate.

3
4 **SEC. 50. *Review of Penalties.*** – The CAB, in coordination and consultation with the
5 DOTr, Department of Trade and Industry (DTI), and CAAP shall, after three (3) years
6 from the effectivity of this Act and every three (3) years thereafter, review the
7 applicability and enforcement of all foregoing pecuniary penalties and initiate actions
8 for amending or upgrading the same as may be necessary in accordance with law.

9
10 **CHAPTER VIII**
11 **FINAL PROVISIONS**
12

13 **SEC. 51. *Report to Congress.*** – The DOTr, in coordination with the DTI, CAAP, CAB,
14 airport operators and air carriers, shall submit to Congress, either in printed form or by
15 way of electronic document, an annual report on the status of the implementation of
16 this Act. The information contained in the report shall include, but not limited to:

- 17
18 (a) Complaints filed by passengers; and
19 (b) All pertinent information on managed and resolved complaints by the DTI,
20 CAAP, CAB, airport operators, and air carriers.

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

25
26 **SEC. 52. *Appropriations.*** – The Secretary of Transportation and Communications
27 shall immediately include in the Department's program the needed operational
28 requirement in upholding the enumerated rights in this Act, the initial funding of which
29 shall be charged against the current appropriations for the CAB. Thereafter, such sums

1 as may be necessary for the continued implementation of this Act shall be included in
2 the annual General Appropriations Act.

3
4 **SEC. 53. *Implementing Rules and Regulations.*** – Within sixty (60) days from the
5 effectivity of this Act, the CAB shall, in coordination with the DOTr, DTL, and CAAP,
6 and after consultation with accredited passenger organizations, air carriers, and other
7 directly affected stakeholders, promulgate the necessary rules and regulations to
8 effectively implement the provisions of this Act.

9
10 **SEC. 54. *Separability Clause.*** – If any provision or part of this Act is held
11 unconstitutional or invalid, the other provisions or parts thereof not affected thereby
12 shall continue to be in full force and effect.

13
14 **SEC. 55. *Repealing Clause.*** – All laws, executive orders, presidential decrees, rules,
15 and regulations, or parts thereof inconsistent with any provisions of this Act are hereby
16 repealed, amended, or modified accordingly.

17
18 **SEC. 56. *Effectivity.*** – This Act shall take effect fifteen (15) days after its publication
19 in the Official Gazette or in a newspaper of general circulation.

20
21 *Approved,*