

Republic of the Philippines
House of Representatives
Quezon City, Metro Manila

TWENTIETH CONGRESS
Second Regular Session

House Bill No. 11344



INTRODUCED BY REP. PATRICK MICHAEL "PM" D. VARGAS

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

EXPLANATORY NOTE

The State has established that it shall protect the interest of all consumers, promote their general welfare, and establish standards of conduct for business and industry.

With the vital role of the air transport industry in fostering inclusive economic growth, it is imperative to guarantee that the air transport sector operates effectively. The industry is experiencing phenomenal growth and has not only regained but, in some indicators, surpassed its pre-pandemic levels, as shown by the sustained rise in business and leisure travel since mobility limitations were relaxed. According to the Civil Aviation Authority of the Philippines (CAAP), total passenger movements reached about 27.3 million in 2023, 25.2 million in 2024, and 24.5 million in 2025, reflecting robust recovery in domestic and international air travel.¹

As the industry offers services to travelers from all socioeconomic backgrounds, issues looming in air travel have continuously affected many air passengers, including but not limited to flight delays, airline overbooking, baggage loss, the disappearance of bookings, and trouble with refunds, among many others. These concerns persist despite the existence of the DOTC-DTI Joint Administrative Order No. 1, series of 2012 (the Air Passenger Bill of Rights), which was further updated by the Civil Aeronautics Board through Economic Regulation No. 9 in January 2024 to strengthen carrier obligations and passenger entitlements for delays, cancellations, denied boarding, and baggage issues.²

¹ Civil Aviation Authority of the Philippines (CAAP), "Aircraft, Passenger, and Cargo Movements" annual reports: 27,305,261 passenger movements in 2023; 25,194,580 in 2024; 24,450,723 in 2025, <https://www.caap.gov.ph/aircraft-passenger-and-cargo-movements/>;

² DOTC-DTI Joint Administrative Order No. 1, series of 2012 (Air Passenger Bill of Rights), issued December 10, 2012; Civil Aeronautics Board, Economic Regulation No. 9 (updated Air Passenger Bill of Rights), effective January

This proposed measure aims to focus on the right of air passengers to receive the full value of the service they have purchased and the convenience it offers. Consequently, it protects air passengers, especially during events when their flights are canceled or delayed, and their baggage is lost or damaged, to name a few. It establishes a mechanism to address the grievances of affected air passengers and maintains their right to full and truthful information regarding the contract of carriage.

This bill institutionalizes and updates the Joint DOTC-DTI Administrative Order No. 1 issued on 10 December 2012, incorporating developments such as the CAB's 2024 amendments, with the intent of ensuring the rights of air passengers in the country and promoting efficient air transport service.

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



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30, 2024, providing enhanced rights for terminal delays (care from two hours), treatment of four-hour carrier-attributable delays as cancellations, denied-boarding compensation, and delayed-baggage compensation of ₱2,000 per 24 hours, <https://www.cab.gov.ph/> and <https://duesday.sohamaggarwal.com/dashboard/coverage/air.ph-apbr>.

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

CHAPTER I
GENERAL PROVISIONS

SECTION 1. Short Title. - This Act shall be known as the "Air Passenger Bill of Rights Act. "

SECTION 2. Declaration of Policy. - It is the policy of the State to promote the welfare of airline passengers and strengthen the regulatory framework that will ensure safe, efficient, convenient, and secure services to the riding public in civil aviation. The State shall pursue a policy mandating full disclosure of all aspects relating to the contract of carriage. The State shall

adopt the generally accepted principles of relevant international laws to which the country is a signatory.

SECTION 3. *Definition of Terms.* - For this Act, the term;

- a. "*Air Carrier*" refers to an airline providing transportation services in a contract of air carriage;
- b. "*Airline Ticket*" or "Ticket" refers to the document that sets forth in writing the contract of air carriage that contains all the stipulations agreed upon by the air carrier and the passenger, the relevant provisions of this Act, and all other laws, treaties, or international agreements concerning air carriage;
- c. "*Baggage*" refers to any personal property carried by the passenger which has been checked in with the air carrier;
- d. "*Cancellation*" refers to the act of calling off a flight. This shall include the following instances:
 - i. Cancellation by the air carrier before the estimated time of departure (ETD) whether or not the reason for the cancellation is due to the air carrier's fault;
 - ii. Cancellation by the air carrier after an unduly long delay; and
 - iii. Failure of the passenger to board a particular flight or a situation deemed canceled as provided under this Act;
- e. "*Check-in Deadline*" refers to a reasonable time before the published ETD as may be prescribed by the Civil Aeronautics Board (CAB) at which a passenger may physically present travel documents to the air carrier at the latter's check-in counter;
- f. "*Check-in Period*" refers to the time when the air carrier's check-in counters are open to accept and process passengers checking in for their flights, which starts at least two (2) hours before the ETD in international airports and in airports designated by the Department of Transportation (DOTr). In other airports, the check-in period shall start at least one (1) hour before the ETD;
- g. "*Confirmed Reserved Seat*" refers to a seat which has been requested by a passenger on a specific date and on a specific flight and class of service of a carrier, and which the carrier or its agent has verified, by appropriate notation on the ticket, as being reserved for the accommodation of the passenger;
- h. "*Convention*" refers to the applicable international agreement, convention, or treaty on carriage of goods or persons by air;

- i. "*Delay*" refers to the deferment of a flight to a later time;
- j. "*Denied Boarding*" refers to a situation where a passenger who has physically presented travel documents 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, is not allowed to board the aircraft;
- k. "*Denied Check-in*" refers to a situation where a passenger, who has physically presented travel documents to an air carrier's check-in counter at the appointed area and at the appointed time, is denied or is not processed for boarding a particular flight;
- l. "*Fare*" refers to the payment in consideration for the carriage of a passenger but shall not include charges for ancillary services;
- m. "*Flight Deviation*" refers to the change in the airport of origin or destination;
- n. "*Free Tickets*" refer to tickets provided by carriers to passengers, tickets available for free to employees, tickets claimed based on mileage, and other tickets received through sales promotions and other similar means which do not have confirmed status, are subject to space availability, and do not qualify as either regular or promotional fare;
- o. "*General Sales Agent*" refers to a natural or juridical person who is not a bona fide employee of an air carrier and who, as authorized by the air carrier, by itself or through an agent, sells or offers to sell any air transportation, or negotiates for, or holds himself out for solicitation, advertisement or otherwise as one who sells, provides, furnishes, contracts, or arranges for such air transportation;
- p. "*Government Requisition of Space*" refers to a formal request by the government or its agencies to an air carrier company 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 CAB which, in turn, shall make a request to the airline concerned, detailing the number, identities, and affiliation of the persons requesting space and the date, time, and destination of the flight;
- q. "*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;
- r. "*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;

- s. "*Off-loaded Baggage*" refers to baggage which has either not been checked-in or checked in but subsequently removed from the cargo hold of the carrier;
- t. "*Overbooking*" refers to the practice by air carriers of selling confirmed reserved space beyond the actual seat capacity of the aircraft. This shall include situations wherein an air carrier downgrades an aircraft for grounds other than safety or unforeseen operational reasons that result in the bumping off of passengers;
- u. "*Passenger*" refers to a person actually traveling by air. A person who is named in the flight ticket shall be considered a passenger for the purpose of this Act;
- v. "*Person with Disability*" or "*PWD*" refers to persons who have long-term physical, mental, intellectual, or sensory impairments, which, in interaction with various barriers, may hinder their full and effective participation in society on an equal basis with others;
- w. "*Philippine-based Air Carrier*" refers to an air carrier holding a Certificate of Public Convenience and Necessity (CPCN) or a Temporary Operating Permit (TOP) issued by the CAB for scheduled and non-scheduled services;
- x. "*Promotional Fare*" refers to a fare that is generally lower than a regular fare, and is offered only for a specific limited period. Promotional fare includes, but is not limited to, offers of "no-frills" fare, wherein the non-essential features for flights have been removed to keep the price low, and discounted fares, which require prior approval by the CAB;
- y. "*Regular Fare*" refers to any fare that is offered on a regular basis, is non-discounted, and offers the advantage of cancellation, flight itinerary amendments, rerouting, and rebooking, among others, by the passenger, whether or not subject to a fee or penalty;
- z. "*Sales Promotion*" refers to techniques intended for broad consumer participation which contain promises of gain, such as prizes, in cash or in kind, as reward for the purchase of a product, security, service or winning in a contest, game, tournament, and other similar competitions which involve determination of winner/s and which utilize mass media and widespread media of information. It also means techniques purely intended to increase the sales, patronage and/or goodwill of a product;
- aa. "*Scheduled Services*" refer to an arrangement wherein an air carrier follows a fixed, regular, and published timetable and routes and which does not have the flexibility in terms of time, schedules, routes and choices of airports and similar operational characteristics;

- bb. "*Tarmac Delay*" refers to a delay that occurs while passengers are already on board the aircraft; and
- cc. "*Terminal Delay*" refers to a delay that occurs while passengers are still inside the terminal waiting for boarding

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

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

CHAPTER II

CONTRACT OF CARRIAGE BY AIR

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

SECTION 7. *Perfection of the Contract of 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 the passenger, who accepts and holds it in possession, with the corresponding full payment of the fare by said passenger.

SECTION. 8. *Diligence Required of the Carrier.* - Air carriers, due to the nature of air transportation, being imbued with public policy and 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.

SECTION 9. *Presumption of Negligence.* - In case of damage or injury to the passenger or loss, damage, or unreasonable deterioration of the passenger's 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 provide no relief against the presumption of negligence. Air carriers may be held liable for failure to exercise diligence in the selection and supervision of employees, pursuant to provisions of Republic Act No. 386, as amended, otherwise known as "The Civil Code of the Philippines." 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 the 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 authority.

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

- a. Infrastructure limitation 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 such applicable remedies provided under this Act.

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

SECTION 12. *Statutory 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

SECTION 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 full access to 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, for deaths and injuries and lost, delayed or damaged baggage;
- f. Air carriers' liability limitation;
- g. Procedures for claims against the air carrier;
- h. Services and amenities provided by the air carrier; and
- i. Other crucial and necessary conditions of the contract of carriage.

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

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

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

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

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

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

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

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

SECTION 16. *Right to Receive the Full Value of the Service Purchased.* -

A passenger shall have the right to fair and reasonable fare and to receive the full value of services that they purchased. An air carrier shall not deny nor diminish any service that an air passenger has paid for. Provided, that an air carrier may upgrade its services in favor of a passenger free of charge, subject to the consent of the passenger. This right includes convenience on the part of the passenger during the flight.

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

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

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

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

SECTION 18. *Right to Refund.* - Every passenger holding a refundable airline ticket shall have the right to the refund of fares and payments made

for optional services. This includes the refund of terminal fees and other fees such as checked baggage fees, insurance, and seat selector fees, if any.

SECTION 19. *Right to Cancel a Flight.* - If the passenger cancels the confirmed flight more than twenty-four (24) hours before the ETD, the passenger shall be reimbursed seventy-five percent (75%) of the cost of the ticket less ancillary services charges, and the remaining twenty-five percent (25%) shall be retained as the cancellation fee.

There shall be full reimbursement of such charges for ancillary services not availed of, including, but not limited to, baggage and terminal fees.

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

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

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

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

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

C. RIGHT AGAINST ANY ACT OF DISCRIMINATION AND VEXATION

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

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

D. RIGHT TO SAFETY

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

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

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

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

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

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

An air carrier liable for any of the required compensation provided under this Act shall make the same available to the affected passenger at the air carrier's counter at the airport on the date when the occasion entitling the passenger to compensation occurred, or at the main office or any branch of the air carrier at the discretion of the passenger. The air carrier shall tender a check or cash for the amount specified, or the document necessary for claiming the compensation herein stated. If not paid within the prescribed period, the compensation granted in this chapter shall earn an interest computed at the current legal rate until full payment is reckoned from the time of the expiration of the said period, unless the non-payment is prevented by a legal cause.

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

- a. Terminal Delay. In case the flight is delayed for at least two (2) hours after the ETD, whether or not such is attributable to the carrier, a passenger shall have the right to:
 - i. Be notified via the public announcement of the reason for the delay and the new ETD as soon as this information becomes available;
 - ii. Be provided immediately with a minimum level of care at terminals and/or stations while waiting for the beginning or the continuation of the delayed journey;
 - iii. Be offered, free of charge: (i) sufficient meals and refreshments within a reasonable period covering the waiting time; (ii) free phone calls, text messaging, facsimile, electronic mail, or other means of communication; (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 children, pregnant women, senior citizens, and PWDs.

- iv. Declare the cancellation of reservation and be entitled to a refund or rebooking in accordance with Sections 18 and 20 hereof, or ask for endorsement to another carrier.
 - 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 the 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 two (2) hours, 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) 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 additional compensation at a rate that is equivalent to at least the value of the sector canceled by the reason of the delay: *Provided*, That in case of connecting flights with other carrier/s, 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 deemed canceled, if the passenger is endorsed to another carrier and the passenger is able to complete the journey.

SECTION 29. Rights of a Passenger for Cancelled Flights or Flights Deemed Cancelled. - A passenger has a right to compensation in cases of flight cancellation subject to the following rules:

- a. If a flight is canceled due to a cause attributable to the air carrier, a passenger shall have the right to:
 - i. Be notified of the situation beforehand or as soon as possible via public announcement, written or published notice, and flight status update service either through short message service or electronic mail;
 - ii. Be provided immediately with a minimum level of care at terminals and/or stations;
 - iii. Be offered free of charge:
 - 1. sufficient meals and refreshments within a reasonable period covering the waiting time;
 - 2. hotel accommodation near the airport in cases where a stay of one or more nights becomes necessary, or where a stay additional to that intended by the passenger becomes necessary;
 - 3. transportation service between the airport and the place of accommodation;
 - 4. free phone calls, text messaging, facsimile, electronic mail, or other means of communication;
 - 5. free internet access; and
 - 6. 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 children, pregnant women, senior citizens, and PWDs;

- b. Be reimbursed within five (5) days, either in cash, by electronic bank transfer, bank orders, or bank cheques or, with the signed agreement of the passenger, in travel vouchers and/or the services, of the full cost of the ticket at the price at which it was bought, for the part or parts of the journey not made and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger's original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity, subject to the provisions of Sections 10 and 19 hereof. If the payment is made through a credit card, the reimbursement should be credited back to the payor's credit card account within seven (7) days without additional costs to the passenger;
- c. 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
- d. Rebook the ticket without any additional charge.
 - i. In the case of a multi-sector journey, in addition to the rights and entitlements stated under this section, a passenger shall be entitled to additional compensation at a rate that is equivalent to at least the value of the sector canceled by the air carrier.
 - ii. In case the air 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 flight to another future flight, subject to the payment of the fare difference, if any;
 - 2. Reimburse the value of the fare;
 - 3. Be endorsed 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.

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

In case 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 canceled, and the compensation shall be governed by the following rules:

- a. If the denial of boarding the aircraft is by reason of overbooking or 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 sanctioned by the CAAP or legal order of the authorities, the passenger concerned shall be entitled to a refund, rebooking, or endorsement to another carrier subject to the payment of fare difference or any administrative charges when applicable;
- c. If the denial of boarding the aircraft is due to government requisition of space, the affected passenger shall be compensated and shall be entitled to the remedies in the preceding paragraph with the cost chargeable against the air carrier subject to reimbursement by the requesting agency if allowed; and
- d. In case a passenger is denied boarding for acting in violation of a law or the contract of air carriage affecting the safety and security of another passenger or crew during the voyage, such passenger shall not be entitled to any relief provided under this Act. Provided, That no passenger shall be denied boarding for two (2) consecutive times on the same day, except when public safety, order, health, or morals require: *Provided further*, That PWDs, persons with special needs, senior citizens, pregnant women, and children shall be given preference against denied boarding.

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

SECTION 32. *Loss, Damage, and Delay of Baggage.* - Every passenger has a 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 dollars (USD20) per kilogram for checked-in baggage and four hundred dollars (USD400) for hand-carried baggage.
- b. For domestic flights, the equivalent amount in pesos shall apply. A passenger's baggage is presumed lost if, within a period of seven (7) 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, the air carrier shall make the appropriate report and give the passenger a copy thereof, notwithstanding the announcement that the baggage shall be loaded on the next flight. The air carrier shall carry the off-loaded baggage on the next flight with available space, deliver the same to the passenger either personally or at the passenger's residence, and tender an amount of one thousand pesos (P1,000.00) for every two (2) days of late delivery, as compensation for the inconvenience. The passenger shall also have a right to the refund of the checked baggage fees if the baggage was not delivered to the passenger within twenty-four hours from the arrival of the flight.

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

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

SECTION 33. *Compensation for Death and Bodily Injuries.* –

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

SECTION 34. *Compensation for Violation of Airline Passenger Rights.* –

In case the air carrier violates the rights of air passengers, the former shall pay the latter damages amounting to at least fifty thousand pesos (P50,000.00), exclusive of other damages or injury the air passenger has suffered.

CHAPTER IV RIGHTS, DUTIES AND OBLIGATIONS OF THE AIR CARRIERS

SECTION 35. *Prevention of Harm to Passengers and Maintenance of Aircraft.* - An air carrier shall prevent harm and hazard to passengers by adhering to all regulations on the airworthiness of the aircraft, complying with rules on hazardous materials, protecting the passengers from unreasonable

harm, and actively responding to harm caused by aircraft structure, materials, and chemicals.

SECTION 36. Designation of an "All-Flight" or "Per Route" Counter. - 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 to a flight nearing the check-in deadline to facilitate the check-in of passengers at least an hour before the published ETD.

SECTION 37. Special Accommodation of PWDs, Persons with Special Needs, Senior Citizens, Pregnant Women, and 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 shall, whenever applicable, form part of this Act as far as the passengers in this section are concerned:

- (a) Batas Pambansa Big. 344;
- (b) Republic Act No. 7277, or the "Magna Carta for Disabled Persons", as amended by Republic Act No. 9442 and Republic Act No. 10754; and
- (c) Republic Act No. 7432, as amended by Republic Act No. 9257 and Republic Act No. 9994, or the Expanded Senior Citizens Act.

The contract of air carriage shall clearly enumerate the necessary terms and conditions affecting the rights of PWDs, persons with special needs, senior citizens, pregnant women, and children. Air carriers and their agents, in coordination with the agencies charged with protecting the rights and welfare of the above-mentioned passengers, shall implement a system allowing these groups of people ample and convenient opportunities 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 PWDs, persons with special needs, senior citizens, pregnant women, and children.

SECTION 38. 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 passenger/s or volunteer/s 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 cases where the number of volunteers is not enough, the air carrier shall increase the compensation package by a certain degree by adding more amenities/services until the number of required volunteers is met.

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

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

SECTION 40. *Provision of Assistance Desk.* - Air carriers shall provide Customer Service Representatives (CSR) who can address common problems in situ, which include arranging for meals and/or hotel accommodation for stranded passengers, writing checks for denied boarding compensation, resolving baggage issues, and settling other routine claims or complaints. In addition, the CAB shall provide for Complaints and Assistance Desks manned by CAB or CAB-deputized personnel in all airports, who shall assist passengers whose rights have been violated, including the filing of complaints.

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

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

SECTION 43. *Immediate Reporting of Off-Loaded Checked Baggage.* - In case checked 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. Subsequently, the air carrier shall make the appropriate report and give the passenger a

copy thereof, notwithstanding the announcement that the baggage shall be loaded on the next flight.

CHAPTER V

OBLIGATIONS OF THE CAAP, CAB AND AIRPORT OPERATORS

SECTION 44. *Availability of Check-in Counters.* - The CAAP, airport authorities, or airport operators, as the case may be, shall provide an adequate number of check-in counters for every air carrier operating in a particular airport. They shall ensure that the number of check-in counters of an air carrier in a particular airport shall be proportionate to the volume of passengers who are checking in for a particular flight. In no case shall the queue exceed twenty (20) persons per check-in counter.

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

SECTION 46. *Complaint Desk.* - The CAB shall provide the necessary personnel to cater to 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 time possible, taking into account the nature of the relief sought by the passenger.

CHAPTER VI

REMEDIES AND GRIEVANCE PROCEDURES

SECTION 47. *Amicable Settlement* - The passenger and the air carrier shall exhaust all efforts towards settling disputes 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

SECTION 48. *Penalties.* - Any violation of this Act shall be penalized in accordance with the pertinent provisions of Republic Act No. 776, or the "Civil Aeronautics Act of the Philippines, as amended; Republic Act No. 7394, or the "Consumer Act of the Philippines, as amended; Republic Act No. 9442; Batas Pambansa Blg. 344; and Republic Act No. 9994, 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 suspension of its franchise or license to operate.

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

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

CHAPTER VIII FINAL PROVISIONS

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

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

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

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

SECTION 52. *Implementing Rules and Regulations (IRR).* - Within sixty (60) days from the effectivity of this Act, the CAB shall, in coordination with the DOTC, DTI, and CAAP, and after consultation with accredited passenger organizations, air carriers, and other directly affected stakeholders, promulgate the necessary IRR to effectively implement the provisions of this Act.

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

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

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

Approved,