

13TH CONGRESS OF THE
REPUBLIC OF THE PHILIPPINES
First Regular Session

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SENATE

RECEIVED BY: 

S. No. 785

INTRODUCED BY HON. MANUEL B. VILLAR JR.


EXPLANATORY NOTE

The Philippine government pursues the development and utilization of our air potential, and the development of an air transportation system properly adapted to the present and future of foreign and domestic commerce. Accordingly, the government recognizes the need to: (a) promote safety of flight in air commerce of the Philippines; and (b) determine the corresponding liability of those concerned in cases of accidents.

Republic Act No. 776 or "The Civil Aeronautics Act of the Philippines," as amended, provides for, among other things, the investigation of accidents involving aircraft and penalizes anyone who operates civil aircraft in violation of rules, regulations or orders relating to aeronautical safety standards, practices, or procedures.

However, it does not provide a system for determining liability and damages for compensating individuals injured in general aviation accidents.

Accordingly, this Act seeks to establish standards for determining liability for harm arising out of general aviation accidents.


MANUEL B. VILLAR, JR.

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AN ACT PROVIDING FOR UNIFORM STANDARDS OF LIABILITY FOR HARM ARISING
OUT OF GENERAL AVIATION ACCIDENTS

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

1 Section 1. Short Title – This Act shall be known as the “General Aviation Accident Liability
2 Standards Act.”

3 Sec. 2 Declaration of Policy – The State, in its pursuit of the development and utilization of the
4 air potential and the development of an air transportation system properly adapted to the present
5 and future of foreign and domestic commerce in the Philippines, recognizes the need to:

- 6 (A) promote safety of light in air commerce of the Philippines; and
- 7 (B) determine the corresponding liability of those concerned in cases of accidents.

8 Sec. 3. Definition of Terms- For purposes of this Act, the terms:

- 9 (1) “Administrator” means the Administrator of the Air Transportation Office;
- 10 (2) “Claimant” means any person who brings a general aviation accident liability action
11 subject to this Act, and any person on whose behalf such an action is brought, including:
 - 12 (a) the claimant’s decedent; and
 - 13 (b) the claimant’s parent or guardian, if the action is brought through or
14 on behalf of a minor or incompetent;
- 15 (3) “General Aviation Accident” means any accident which arises out of the operation of any
16 general aviation aircraft and which results in harm;
- 17 (4) “General Aviation Aircraft” means any aircraft for which a type certificate or an
18 airworthiness certificate has been issued by the Air Transportation Office which, at the time such
19 certificate was originally issued, had a maximum seating capacity of fewer than twenty
20 passengers, and which is not, at the time of accident, engaged in scheduled passenger carrying
21 operations;
- 22 (5) “Airworthiness” means that an aircraft, its engines, propellers, and other components and
23 accessories, are of proper design and construction, and safe for air navigation purposes, such

1 design and construction being consistent with accepted engineering practice and in accordance
2 with aerodynamic laws and aircraft science;

3 (6) “General Aviation Manufacturer” means:

4 (a) the builder or manufacturer of the airframe of a general aviation aircraft;

5 (b) the manufacturer of the engine of a general aviation aircraft; and

6 (c) the manufacturer of any system, component, sub-assembly, or other part of a general
7 aviation aircraft;

8 (7) “Harm” means:

9 (a) property damage or bodily injury sustained by a person;

10 (b) death resulting from such bodily injury;

11 (c) pain and suffering which is caused by such bodily injury; and

12 (d) emotional harm, including bereavement and loss of affection, care, or
13 society, which is caused by such bodily injury;

14 (8) “Product” means a general aviation aircraft in any system, component, subassembly, or
15 other part of general aviation aircraft; and

16 (9) “Property damage” means physical injury to tangible property; including loss of use of
17 tangible property.

18 Sec. 4. Coverage – The provision of this Act shall apply only to—

19 (1) any manufacturer, owner, or operator of any general aviation aircraft, and any person
20 who repairs, maintains, or provides any other support for such an aircraft;

21 (2) any occupant of a general aviation aircraft at the time of a general aviation accident, and any
22 person who brings an action for harm caused by such accident on behalf of such occupant; and

23 (3) any non-occupant of a general aviation aircraft at the time of a general aviation accident,
24 only if such non-occupant is bringing an action for harm caused by such accident which arises
25 out of the harm to an occupant of such aircraft at the time of such accident .

26 Sec. 5 Uniform Standards of Liability for General Aviation Accidents –

27 (A) Any person claiming damages for harm arising out of general aviation accident may bring
28 an action against a party and may recover damages from such party if such party was negligent
29 and such negligence is a proximate cause of claimant’s harm.

30 (B) (1) Any person claiming damages for harm arising out of a general aviation accident may
31 bring an action against a general aviation manufacturer of a product and may recover damages
32 from such general aviation manufacturer if-

33 (a) the product, when it left the control of the manufacturer, was in a defective condition
34 unreasonably dangerous for its intended purpose, according to engineering and manufacturing
35 practices which were reasonably feasible;

36 (b) the defective condition is a proximate cause of the claimant’s harm; and

1 (c) the general aviation aircraft was being used at the time of the accident for a purpose and
2 in a manner for which it was designated and manufactured.

3 (2) Any person claiming damages for harm arising out of a general aviation accident may
4 bring against a general aviation manufacturer of a product and may recover damages from such
5 general aviation manufacturer if-

6 (a) at the time the product left the control of the manufacturer, the manufacturer-

7 (i) knew, or in the exercise of reasonable care should have known, about a danger connected
8 with the product that caused the claimant's harm ;and

9 (ii) failed to provide the warnings or instructions that a person exercising reasonable care
10 would have provided with respect to the danger which caused the harm alleged by the claimant,
11 unless such warnings or instructions, if provided, would not have materially affected the conduct
12 of the user of the product ; or

13 (b) after the product left the control of the general aviation manufacturer, the manufacturer—

14 (i) knew, or in the exercise of reasonable care should have known, about the danger which
15 caused the claimant's harm; and

16 (j) failed to take reasonable steps to provide warnings or instructions, after the manufacture
17 of the product, which would have been provided by a person exercising reasonable care, unless
18 such warnings or instructions, if provided, would not have materially affected the conduct of the
19 product user and the failure to provide warnings or instructions described in subparagraph (a) or
20 (b) of this paragraph is a proximate cause of the claimant's harm.

21 (4) Any person claiming damages for harm arising out of general aviation accident may bring
22 an action against a general aviation manufacturer of a product and may recover damages from
23 such general aviation manufacturer if-

24 (a) the manufacturer made an express warranty with respect to the product;

25 (b) such warranty relates to that aspect of the product which caused the harm ;

26 (c) the product failed to conform such warranty; and

27 (d) the failure of the product to conform to such warranty is a proximate cause of the
28 claimant's harm.

29 (C)(1) In an action governed by subsection (B) of this section, a general aviation manufacturer
30 shall not be liable if such manufacturer proves, by a preponderance of the evidence, that—

31 (a) the defective condition could have been corrected by compliance with action described in
32 an airworthiness directive issued by the Administrator or a service bulletin issued by the
33 manufacturer of the product; and

34 (b) such directive or service bulletin was issued at a reasonable time before the date of the
35 accident and after the product left the control of the general aviation manufacturer.

36 (2) In any action governed by subsection (B) of this section, evidence of compliance with
37 standards, conditions or specifications established, adopted or approved by the Civil Aeronautics

1 Board shall be admissible with regard to whether the product was defective and unreasonably
2 dangerous for its intended purpose

3 Sec. 5. Comparative Responsibility. –

4 (A) All actions for harm arising out of general aviation accident shall be governed by the
5 principles comparative responsibility. Comparative responsibility attributed to the claimant's
6 conduct shall not bar recovery in an action under this Act, but shall reduce any damages awarded
7 to the claimant in an amount proportionate to the responsibility of the claimant. The trier of fact
8 shall determine comparative responsibility by making findings indicating the percentage of total
9 responsibility for the claimant's harm attributable to the claimant, each defendant, each third-
10 party defendant, and any other person not a party to the action.

11 (B) Except as provided in subsection (C) of this section, a defendant is severally but not
12 jointly liable in any action for harm arising out of a general aviation accident, and the liability of
13 any defendant in any such action shall be determined on the basis of such defendant's
14 proportionate share of responsibility for the claimant's harm.

15 (C) In any action for harm arising out of a general aviation accident—

16 (1) a general aviation manufacturer who is the builder or manufacturer of the airframe of the
17 general aviation aircraft involved is jointly and severally liable for harm caused by a defective
18 system, component, subassembly, or other part of such aircraft that the manufacturer installed or
19 certified as part of the original type design for such aircraft; and

20 (2) a general aviation manufacturer who is a manufacturer of a system or component of the
21 general aviation aircraft involved is jointly and severally liable for damages caused by defective
22 subassembly or other part of such system or component.

23 (D) A general aviation manufacturer and any other person jointly liable under subsection (C) of
24 this section shall have the right to bring an action for indemnity or contribution against any
25 person with whom they are jointly liable under subsection (C) of this section.

26 SECTION 6. Time Limitation on Liability.-

27 (A) Except as provided in subsection (B) of this section, no civil action for harm arising
28 out of a general aviation accident which is brought against a general aviation manufacturer may
29 be brought for harm which is alleged to have been caused by an aircraft or a system, component,
30 subassembly, or other part of an aircraft and which occurs more than

31 (1) twenty years from--

32 (a) the date of delivery of the aircraft to its first purchaser or lessee, if delivered directly
33 from the manufacturer; or

34 (b) the date of first delivery of the aircraft to a person engaged in the business of selling
35 or leasing such an aircraft; or

1 (2) with respect to any system, component, subassembly, or other part which replaced another
2 product in, or which was added to, the aircraft, and which is alleged to have caused the claimant's
3 harm, twenty years from the date of the replacement or addition.

4 (B) Subsection (A) of this section does not apply in the case of harm to a claimant which
5 occurs after the period set forth in subsection (A) of this section if the general aviation
6 manufacturer or the seller of the product that caused the claimant's harm gave an express
7 warranty that the product would be suitable, for the purpose for which it was intended, for a
8 longer period of time.

9 (C) Nothing in this section shall be construed to affect a person's duty to provide, after the
10 sale or lease of an aircraft, to aircraft owners, and to repair facilities to which a license or
11 certificate to perform repairs has been issued by the Administrator, additional or modified
12 warnings or instructions regarding the use or maintenance of such aircraft or any system
13 component, or other part of such aircraft.

14 SECTION 7. Subsequent Remedial Measures.- In any general aviation accident liability
15 action governed by this Act, evidence of any measure taken after an event which, if taken
16 previously, would have made the event less likely to occur is not admissible to provide liability.

17 Such evidence is admissible to the extent permitted under the Rules of Evidence.

18 SECTION 8. Admissibility of Certain Evidence.- In an action governed by this Act,
19 evidence of national, or local income tax liability or any Social Security or other payroll tax
20 liability attributable to past or future earnings, support or profits and the present value of future
21 earnings, support, or profits alleged to have been lost or diminished because of harm arising out
22 of a general aviation accident is admissible regarding proof of the claimant's harm.

23 SECTION 9. Punitive Damages.- (A) Punitive damages may be awarded in an action
24 under this Act for harm arising out of a general aviation accident only if the claimant establishes
25 by clear and convincing evidence that the harm suffered was the direct result of conduct
26 manifesting a conscious, flagrant indifference to the safety of those persons who might be
27 harmed by use of the general aviation aircraft involved.

28 (E) Evidence regarding the financial worth of a defendant or the defendant's profits or any
29 other evidence relating solely to a claim for punitive damages under this Act is not admissible
30 unless the claimant establishes, before any such evidence is offered, that the claimant can present
31 evidence that will establish prima facie proof of conduct manifesting a conscious, flagrant
32 indifference to the safety of those persons who might be harmed by use of the general aviation
33 aircraft involved.

34 (C) In any civil action in which the alleged harm to the claimant is death and the
35 applicable law provides, or has been construed to provide, for damages only punitive in nature, a
36 defendant may be liable for any such damages pursuant to the Provisions of this Act regardless of

1 whether a claim is asserted under this section. The recovery of any such damages shall not bar a
2 claim under this section.

3 SECTION 10. Time Limitation on Ringing Actions.- Any action for harm arising out of a
4 general aviation accident shall be barred, notwithstanding any law, unless

5 (1) the complaint is filed within two years after the date on which the accident occurred
6 which caused the claimant's harm; and

7 (2) the summons and complaint are properly served upon the defendant within one
8 hundred and twenty days after the riling of such complaint, unless the party on whose behalf such
9 service is required can show good cause why such service was not made within such one
10 hundred-and-twenty-day period.

11 Paragraph (2) of this subsection shall not apply to service of process in a foreign country.

12 SECTION 11. Penalties.- Any manufacturer, owner, or operator of any general aviation
13 aircraft, and any person who repairs, maintains, or provides any other support for such an aircraft
14 found to be liable in thus Act, shall be punished by a fine of not less than Five Thousand Pesos
15 (P5,000.00) and not more than cane Hundred Thousand Pesos (P100,000.00) in case of death or
16 disability, or by imprisonment for not more than two (2) years or both, in the discretion of the
17 Court; and in case of property damage, by a fine proportionate to the damage on the property or
18 by imprisonment for not more than one (1) year or both, in the discretion of the Court: Prodded,
19 that if the Penal Code has a more appropriate penalty or penalties, its applicable provisions shall
20 be imposed instead of the ones specified in this Act.

21 SECTION 12. Separability Clause.- if any provision, or part hereof, is held invalid or
22 unconstitutional, the remainder of the law or the provision not otherwise affected shall remain
23 valid and subsisting.

24 SECTION 13. Repealing Clause.- Any law, presidential decree or issuance, executive
25 order, letter of instruction, administrative order, rule or regulation contrary to or inconsistent
26 with, the provisions of this Act is hereby repealed, modified or amended accordingly.

27 SECTION 14. Effectivity Clause.- This Act shall take effect fifteen (15) days after its
28 publication in at least two (2) newspapers of general circulation.

Approved.