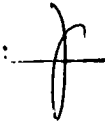


SENATE  
S. No. 863

BY: 

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Introduced by Senator Ralph G. Recto

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

**Explanatory Note**

Investments, trade, labor and tourism benefit from and rely on a convenient, affordable and efficient air transport system. Air transport and storage sector accounts for 65.6 billion pesos or 0.5% of the total Gross Domestic Product (GDP) of the Philippines for 2014. The industry provides employment for about 123,000 individuals through direct, indirect and induced employment while it supports another 4.3 million jobs and livelihood through catalytic activities like tourism and household consumption<sup>1</sup>. It also contributes an estimated P26 billion in taxes on corporate and individual income, travel, supply chain consumption and others<sup>2</sup>. The vital role of the air transport industry in promoting inclusive economic growth provides the imperative to ensure that it functions effectively and efficiently for service providers and consumers alike.

The liberalization of the air transport industry through the adoption of Executive Order No. 219 on January 1995 was a government response to problems brought about by the restricted air transport industry in the Philippines. It provided the mandate needed to liberalize the aviation industry, introduce more business players, open more routes, increase flight frequency and capacity, and provide more competitive fares. Through these provisions, the government aimed to expand investment and trade, to improve access for air passengers, and to address the inaccessibility and inadequacy of the air transport service.

Today, the air transport industry enjoys remarkable growth as evidenced by the upsurge in the clientele it serves. Records from the Civil Aeronautics Board (CAB) show that domestic scheduled passenger traffic increased by more than thirty-three percent (33%) from 16,568,308 in 2010 to 22,082,045 in 2015<sup>3</sup>. The number of international scheduled passengers, meanwhile, grew by more than thirty-nine percent (39%) to 19,864,977 in 2015 from 14,283,105 in 2010<sup>4</sup>. On the average, some 115,000 people flew daily to various domestic and international destinations in 2015 compared to an average of 84,500 people in 2010. The increased utilization of air transport was credited to the introduction of greater competition in the major routes, lower airfares and more available flights<sup>5</sup>.

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<sup>1</sup> Oxford Economics. (2011) The Philippines Country Report: Economic Benefits from Air Transport in the Philippines. International Air Transport Association.

<sup>2</sup> Rimando, L. (2012, February 29). IATA: Philippine aviation contributes 2.4% to GDP, employs 4.4-M. *Rappler Philippines*.

<sup>3</sup> Civil Aviation Board. (2015). Scheduled Domestic Passenger Traffic 2006-2015. Pasay City: Civil Aeronautics Board.

<sup>4</sup> Civil Aviation Board. (2015). Scheduled International Passenger Traffic 2006-2015. Pasay City: Civil Aeronautics Board.

<sup>5</sup> Austria, Myrna S. (2001, August). Competition in the Domestic Air Transport Industry: Can it be sustained without competition policy? *Policy Notes*(6). 1-8.

The marked improvement in terms of passenger growth and airport activity, however, comes not without cost; it brought with it the reemergence of the problems supposedly addressed by the liberalization of the air transport industry. Every day, cases of arbitrary passenger off-loading, mishandling of baggage, unannounced flight delays and cancellations, and even needless bodily harm fill the accounts of local and foreign travellers that use Philippine airport facilities. With the sheer volume of passengers affected, interventions should be instituted to ensure that the rights of passengers are upheld and violations of those rights are penalized.

This bill<sup>6</sup> seeks to accomplish several undertakings. It seeks to affirm the right of passengers to receive the full value of the service they have purchased and the conveniences it offers. It protects the rights of passengers especially during inopportune events when passengers are deprived of check-in or boarding, their flights are cancelled or delayed, their baggage are lost or destroyed, or when bodily harm are inflicted upon them. It establishes measures to resolve grievances of affected air passengers and sets the level of compensation for violations of air passenger's rights. Most importantly, it maintains the right of every air passenger to full and truthful information with regard to the contract of carriage they have entered into. Ultimately, this bill aims to protect the rights and welfare of air passengers, curb unjust and dishonest business practices, and promote efficiency in air transport service.

With these intentions in mind, the swift passage of this bill is earnestly sought.



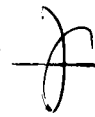
**RALPH G. RECTO**

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<sup>6</sup> This bill was filed as House Bill No. 6191 in the Third Regular Session of the Sixteenth Congress.

SENATE  
S. No. 863

RECEIVED BY: 

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Introduced by Senator Ralph G. Recto

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

*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.”

SEC. 2. *Declaration of Policy and Objectives.* – It is hereby declared 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. Pursuant thereto, the State shall penalize any act of air carriers  
which violates the rights of air passengers as defined under this Act.

SEC. 3. *Definition of Terms.* – For the purpose of 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:

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

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

3) Failure of the passenger to board a particular flight or a situation deemed  
cancelled 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)

1 hours before the ETD in international airports and in airports designated by the Department of  
2 Transportation and Communications (DOTC). In other airports, the check-in period shall start at  
3 least one (1) hour before the ETD;

4 (g) "Confirmed Reserved Seat" refers to a seat which has been requested by a passenger  
5 on a specific date and on a specific flight and class of service of a carrier, and which the carrier  
6 or its agent has verified, by appropriate notation on the ticket, as being reserved for the  
7 accommodation of the passenger;

8 (h) "Convention" refers to the applicable international agreement, convention, or treaty  
9 on carriage of goods or persons by air;

10 (i) "Delay" refers to the deferment of a flight to a later time;

11 (j) "Denied Boarding" refers to a situation where a passenger who has physically  
12 presented travel documents pertaining to a confirmed seat reservation at the proper time and  
13 place, and has fully complied with the carrier's check-in reconfirmation procedures, and the  
14 carrier's tariff requirement, is not allowed to board the aircraft;

15 (k) "Denied Check-in" refers to a situation where a passenger, who has physically  
16 presented travel documents to an air carrier's check-in counter at the appointed area and at the  
17 appointed time, is denied or is not processed for boarding a particular flight;

18 (l) "Fare" refers to the payment in consideration for the carriage of a passenger but shall  
19 not include charges for ancillary services;

20 (m) "Flight Deviation" refers to the change in the airport of origin or destination;

21 (n) "Free Tickets" refer to tickets provided by carriers to passengers, tickets available  
22 for free to employees, tickets claimed based on mileage, and other tickets received through sales  
23 promotions and other similar means which do not have confirmed status, are subject to space  
24 availability, and do not qualify as either regular or promotional fare;

25 (o) "General Sales Agent" refers to a natural or juridical person who is not a *bona fide*  
26 employee of an air carrier and who, as authorized by the air carrier, by itself or through an agent,  
27 sells or offers to sell any air transportation, or negotiates for, or holds himself out for solicitation,  
28 advertisement or otherwise as one who sells, provides, furnishes, contracts, or arranges for such  
29 air transportation;

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

36 (q) "No-show" refers to the failure of the passenger to appear at the check-in counter  
37 within the check-in deadline or to show up at the boarding gate at the time indicated on the  
38 boarding pass;

39 (r) "Non-scheduled Services" refer to an arrangement where an aircraft has more  
40 flexibility in terms of time, schedules, routes and choices of airports and similar operational  
41 characteristics subject to the approval of the Civil Aviation Authority of the Philippines (CAAP)  
42 each time;

43 (s) "Off-loaded Baggage" refers to baggage which has either not been checked-in or  
44 checked in but subsequently removed from the cargo hold of the carrier;

45 (t) "Overbooking" refers to the practice by air carriers of selling confirmed reserved  
46 space beyond the actual seat capacity of the aircraft. This shall include situation wherein an air  
47 carrier downgrades an aircraft for grounds other than safety or unforeseen operational reasons  
48 that result in the bumping off of passengers;

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

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

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

7 (x) "Promotional Fare", refers to fare that is generally lower than a regular fare, and is  
8 offered only for a specific limited period. Promotional fare includes, but is not limited to, offers  
9 of "no-frills" fare, wherein the non-essential features for flights have been removed to keep the  
10 price low, and discounted fares, which require prior approval by the CAB;

11 (y) "Regular Fare" refers to any fare that is offered on a regular basis, is non-discounted,  
12 and offers the advantage of cancellation, flight itinerary amendments, rerouting, rebooking,  
13 among others, by the passenger, whether or not subject to a fee or penalty;

14 (z) "Sales Promotion" refers to techniques intended for broad consumer participation  
15 which contain promises of gain, such as prizes, in cash or in kind, as reward for the purchase of a  
16 product, security, service or winning in a contest, game, tournament, and other similar  
17 competitions which involve determination of winner/s and which utilize mass media and  
18 widespread media of information. It also means techniques purely intended to increase the sales,  
19 patronage and/or goodwill of a product; and

20 (aa) "Scheduled Services" refer to an arrangement wherein an air carrier follows a fixed,  
21 regular, and published timetables and routes and which does not have the flexibility in terms of  
22 time, schedules, routes and choices of airports and similar operational characteristics.

23 (bb) "Tarmac Delay" refers to a delay that occurs while passengers are already on board  
24 the aircraft;

25 (cc) "Terminal Delay" refers to a delay that occurs while passengers are still inside the  
26 terminal waiting for boarding.

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

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

## 40 CHAPTER II

### 41 CONTRACT OF CARRIAGE BY AIR

42 **SEC. 6. Contract of Air Carriage.** – By the contract of air carriage, an air carrier obliges  
43 to transport the passenger or one's baggage, if any, from one place to another, through airspace,  
44 without any damage or injury upon the passenger, or loss, damage or unreasonable deterioration  
45 of the passenger's baggage, if any, and when the passenger obliges to pay a just and reasonable  
46 air fare.

47 **SEC. 7. Perfection of the Contract of Carriage.** – The contract of air carriage is perfected  
48 from the moment the air carrier and the passenger gives their respective consent to the said  
49 agreement.

1           There is consent when the air carrier issues a confirmation of airline ticket in favor of the  
2 passenger, who accepts and holds it in possession, with the corresponding full payment of the  
3 fare by said passenger.

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

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

13           Diligence observed in the selection and supervision of employees shall provide no relief  
14 against the presumption of negligence. Air carriers may be held liable for failure to exercise  
15 diligence in the selection and supervision of employees, pursuant to provisions of Republic Act  
16 No. 386, as amended, otherwise known as "The Civil Code of the Philippines."

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

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

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

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

30           The passengers affected may avail such applicable remedies provided under this Act.

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

32           **SEC. 12. *Statutory Construction.*** – In case of doubt, the contract of air carriage shall be  
33 construed liberally in favor of the passenger and strictly against the air carrier.

### 34           **CHAPTER III**

#### 35           **RIGHTS AND OBLIGATIONS OF THE PASSENGERS**

##### 36           **A. RIGHT TO FULL AND TRUTHFUL INFORMATION OF 37           THE CONDITIONS OF THE CONTRACT OF CARRIAGE**

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

- 43           (a) Fare and other fees and ancillary charges (taxes, insurance, fuel surcharge, seat  
44 reservation, etc.);
- 45           (b) Travel restrictions;
- 46           (c) Baggage allowance and limitations;
- 47           (d) Check-in and boarding requirements and deadlines;
- 48           (e) Air carrier's responsibilities and passenger's rights and compensation for delayed  
49 and cancelled flights, for deaths and injuries and lost, delayed or damaged baggage;
- 50           (f) Air carriers' liability limitation;

- 1 (g) Procedures for claims against the air carrier;  
2 (h) Services and amenities provided by the air carrier; and  
3 (i) Other crucial and necessary conditions of the contract of carriage.

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

7 Incorporation by reference means that the ticket or boarding pass shall clearly state that  
8 the complete terms and conditions of carriage are available for perusal or review in the air  
9 carrier's website, or in some other document that may be sent or delivered by post or electronic  
10 mail to a passenger upon request.

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

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

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

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

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

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

- 29 (a) Conditions and restrictions attached to the fare type;  
30 (b) Refund and rebooking policies;  
31 (c) Government taxes and fuel surcharges;  
32 (d) Other fees and charges;  
33 (e) Contact details of the carrier which include phone numbers, websites, electronic  
34 mailing addresses, and other online accounts;  
35 (f) Other information that is necessary to apprise the passenger of the conditions and  
36 full price of the ticket which may include incorporation by reference of websites and other  
37 available information portal or office where the passenger can read or ask for the full terms and  
38 conditions of the fare and the air passenger bill of rights; and

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

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

43 **SEC. 16. Right to Receive the Full Value of the Service Purchased.** – A passenger shall  
44 have the right to fair and reasonable fare and to receive the full value of services that they  
45 purchased. An air carrier shall not deny nor diminish any service that an air passenger has paid  
46 for: *Provided*, That an air carrier may upgrade its services in favor of a passenger free of charge,  
47 subject to the consent of the passenger.

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

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

1 To avail of the discount, the persons concerned are required to show competent proof of  
2 identity, such as identification cards issued by duly-recognized public and private educational  
3 institutions, and government agencies and instrumentalities.

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

9 Qualified senior citizens, PWDs, and students are likewise exempt from the payment of  
10 the value added tax.

11 Where the air carrier offers promotional fares, the fare that is more beneficial between the  
12 discounted regular fare and the promotional fare shall be offered to the passenger.

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

15 **SEC. 18. Right to Refund.** – Every passenger holding a refundable airline ticket shall have  
16 the right to the refund of fares and payments made for optional services. This includes the refund  
17 of terminal fees and other fees such as checked baggage fees, insurance, and seat selector fees, if  
18 any.

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

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

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

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

39 The air carrier shall, therefor, and subject to infrastructure limitations, clearly designate  
40 the boundaries of its assigned check-in areas or counters in a manner convenient to the  
41 passengers.

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

46 **SEC. 22. Right to Board Aircraft for the Purpose of Flight.** – Except when the passenger  
47 is at fault or due to legal or valid causes such as immigration issues, safety, security, and health  
48 concerns, a passenger who has checked-in for a particular flight has the right to board the aircraft  
49 for the purpose of flight. A passenger shall be considered at fault if such passenger is acting in



1 violation of a law or the contract of air carriage affecting the safety and security of another  
2 passenger or crew during the voyage.

### 3 C. RIGHT AGAINST ANY ACT OF DISCRIMINATION AND VEXATION

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

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

### 13 D. RIGHT TO SAFETY

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

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

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

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

32 **SEC. 27. *Right to Immediate Payment of Compensation.*** – A passenger shall have the  
33 right to be compensated, promptly and expeditiously, in case of flight delay or cancellation,  
34 death or injury, and loss or unreasonable deterioration to one's baggage and property, as the case  
35 may be. Compensation under this Act does not preclude the passengers to seek redress in a court  
36 for damage caused by any violation of the rights of the passenger as provided for in this Act or in  
37 any other laws or treaties concerning air transportation.

38 An air carrier liable for any of the required compensation provided under this Act shall  
39 make the same available to the affected passenger at the air carrier's counter at the airport on the  
40 date when the occasion entitling the passenger to compensation occurred, or at the main office or  
41 any branch of the air carrier at the discretion of the passenger. The air carrier shall tender a check  
42 or cash for the amount specified, or the document necessary for claiming the compensation  
43 herein stated.

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

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

1 (a) Terminal Delay

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

4 (1) Be notified via public announcement of the reason for the delay and the new ETD as  
5 soon as this information becomes available;

6 (2) Be provided immediately with a minimum level of care at terminals and/or stations  
7 while waiting for the beginning or the continuation of the delayed journey;

8 (3) Be offered, free of charge: (i) sufficient meals and refreshments within a reasonable  
9 period covering the waiting time; (ii) free phone calls, text messaging, facsimile, electronic mail,  
10 or other means of communications; (iii) free internet access; and (iv) first aid, if necessary.

11 In applying this section, the operating air carrier shall pay particular attention to the needs  
12 of persons with reduced mobility and any person accompanying them, as well as to the needs of  
13 children, pregnant women, senior citizens, and PWDs.

14 (4) Declare the cancellation of reservation and be entitled for refund or rebooking in  
15 accordance with Sections 18 and 20 hereof; or ask for endorsement to another carrier.

16 (b) Tarmac Delay

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

22 (c) Arrival Delay

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

25 If the said delay is due to the air carrier's negligence, it shall be liable to pay damages to  
26 the air passenger amounting to ten thousand pesos (P10,000) or the actual damages suffered,  
27 whichever is higher.

28 In the case of a multi-sector journey where the air carrier is at fault, in addition to the  
29 rights and entitlements stated under this section, a passenger shall be entitled to an additional  
30 compensation at a rate which is equivalent to at least the value of the sector cancelled by the  
31 reason of the delay: *Provided*, That in case of connecting flights with other carrier/s, the  
32 passenger has allotted sufficient connecting time of at least three (3) hours for international  
33 flights and two (2) hours for domestic flights: *Provided further*, That the passenger shall not be  
34 entitled to the compensation of the value of the sector deemed cancelled, if the passenger is  
35 endorsed to another carrier and the passenger is able to complete the journey.

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

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

41 (1) Be notified of the situation beforehand or as soon as possible via public  
42 announcement, written or published notice, and flight status update service either through short  
43 message service or electronic mail;

44 (2) Be provided immediately with a minimum level of care at terminals and/or stations;

45 (3) Be offered free of charge: (i) sufficient meals and refreshments within a reasonable  
46 period covering the waiting time; (ii) hotel accommodation near the airport in cases where a stay  
47 of one or more nights becomes necessary, or where a stay additional to that intended by the  
48 passenger becomes necessary; (iii) transportation service between the airport and the place of  
49 accommodation; (iv) free phone calls, text messaging, facsimile, electronic mail, or other means  
50 of communications; (v) free internet access; and (vi) first aid, if necessary.

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

4 (4) Be reimbursed within five (5) days, either in cash, by electronic bank transfer, bank  
5 orders, or bank cheques or, with the signed agreement of the passenger, in travel vouchers and/or  
6 other services, of the full cost of the ticket at the price at which it was bought, for the part or  
7 parts of the journey not made and for the part or parts already made if the flight is no longer  
8 serving any purpose in relation to the passenger's original travel plan, together with, when  
9 relevant, a return flight to the first point of departure, at the earliest opportunity, subject to the  
10 provisions of Sections 10 and 19 hereof. If the payment is made through credit card, the  
11 reimbursement should be credited back to the payor's credit card account within seven (7) days  
12 without additional costs to the passenger;

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

16 (6) Rebook the ticket without any additional charge.

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

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

22 (1) Rebook the flight to another future flight, subject to the payment of the fare  
23 difference, if any;

24 (2) Reimburse the value of the fare;

25 (3) Be endorsed to another airline, at the option of the passenger.

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

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

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

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

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

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

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

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

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

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

12           (a) For international flights, twenty dollars (USD20) per kilogram for checked-in  
13 baggage and four hundred dollars (USD400) for hand-carried baggage.

14           (b) For domestic flights, the equivalent amount in pesos shall apply.

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

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

22           In case a checked-in baggage has been off-loaded for operational, safety, or security  
23 reasons, the air carrier shall inform the passenger concerned at the soonest practicable time and  
24 in such manner that the passenger shall readily know that the baggage has been off-loaded and  
25 the reason thereof. If the passenger's baggage has been off-loaded, the air carrier shall make the  
26 appropriate report and give the passenger a copy thereof, notwithstanding the announcement that  
27 the baggage shall be loaded on the next flight.

28           The air carrier shall carry the off-loaded baggage in the next flight with available space,  
29 deliver the same to the passenger either personally or at the passenger's residence and tender an  
30 amount of one thousand pesos (P1,000.00) for every two (2) days of late delivery, as  
31 compensation for the inconvenience. The passenger shall also have a right to the refund of the  
32 checked baggage fees if the baggage was not delivered to the passenger within twenty-four (24)  
33 hours from the arrival of flight.

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

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

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

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

43           (b) In case of domestic flights, the passenger shall be entitled to the compensation  
44 subject to the provision of the contract of carriage or the compensation as provided in the  
45 provision of the relevant convention, in its Philippine currency equivalent, whichever is higher.

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

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**CHAPTER IV**

**RIGHTS, DUTIES AND OBLIGATIONS OF THE AIR CARRIERS**

**SEC. 35. *Prevention of Harm to Passengers and Maintenance of Aircrafts.*** – 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.

**SEC. 36. *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 check-in of passengers at least an hour before the published ETD.

**SEC. 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 passenger in this section are concerned:

(a) Batas Pambansa Blg. 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 its 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.

**SEC. 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 are met.

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

**SEC. 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

1 originally-designated airport of departure to the actual airport of departure or from the airport of  
2 actual destination to the airport of originally-designated destination, as the case may be.

3 If, by reason of the deviation, a certain right of a passenger is violated, the applicable  
4 provision of this Act shall govern the availment and grant of remedies and compensation.

5 **SEC. 40. *Provision of Assistance Desk.*** – Air carriers shall provide Customer Service  
6 Representatives (CSR) who can address common problems *in situ*, which include arranging for  
7 meals and/or hotel accommodation for stranded passengers, writing checks for denied boarding  
8 compensation, resolving baggage issues, and settling other routine claims or complaints.

9 In addition, the CAB shall provide for Complaints and Assistance Desks manned by CAB  
10 or CAB-deputized personnel in all airports, who shall assist passengers whose rights have been  
11 violated, including the filing of complaints.

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

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

22 **SEC. 43. *Immediate Reporting of Off-Loaded Checked Baggage.*** – In case a checked  
23 baggage has been off-loaded for operational, safety or security reasons, the air carrier shall  
24 inform the passenger concerned at the soonest practicable time and in such manner that the  
25 passenger shall readily know that the baggage has been off-loaded and the reason thereof.  
26 Subsequently, the air carrier shall make the appropriate report and give the passenger a copy  
27 thereof, notwithstanding the announcement that the baggage shall be loaded on the next flight.

## 28 CHAPTER V

### 29 OBLIGATIONS OF THE CAAP, CAB AND AIRPORT OPERATORS

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

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

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

41 **SEC. 46. *Complaint Desk.*** – The CAB shall provide the necessary personnel to cater to  
42 unresolved complaints of passengers in every commercial airport. It shall be the duty of the  
43 assigned personnel to report all complaints to the CAB at the earliest time possible, taking into  
44 account the nature of the relief sought by the passenger.

## 45 CHAPTER VI

### 46 REMEDIES AND GRIEVANCE PROCEDURES

47 **SEC. 47. *Amicable Settlement.*** – The passenger and the air carrier shall exhaust all efforts  
48 towards settling disputes amicably in accordance with the provisions set forth in this Act. If no  
49 amicable settlement is reached, the government, through the CAB, may take cognizance of the  
50 case.

**CHAPTER VII**  
**PENAL PROVISIONS**

**SEC. 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.

**SEC. 49. Review of Penalties.** – The CAB, in coordination and in consultation with the DOTC, 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 law.

**CHAPTER VIII**  
**FINAL PROVISIONS**

**SEC. 50. Report to Congress.** – The DOTC, in coordination with the DTI, CAAP, CAB, airport operators and air carriers, shall submit to Congress, either in printed form or by way of 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 Communications and the Agency's web administrator or equivalent shall be responsible for ensuring that said reports are posted on the Agency's official website.

**SEC. 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.

**SEC. 52. Implementing Rules and Regulations.** – 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 rules and regulations to effectively implement the provisions of this Act.

**SEC. 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.

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

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

Approved,