

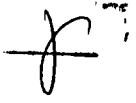


Senate
Office of the Secretary

SEVENTEENTH CONGRESS OF THE
REPUBLIC OF THE PHILIPPINES
First Regular Session

'16 AUG 23 P2:42

SENATE

RECEIVED BY: 

S.B. NO. 1059

INTRODUCED BY: SENATOR EMMANUEL D. PACQUIAO

AN ACT
PROVIDING FOR THE PROTECTION OF THE RIGHTS OF AIRLINE PASSENGERS

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

EXPLANATORY NOTE:

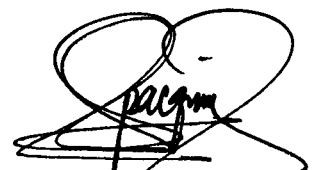
The airline industry has exhibited steady growth in the past years. Air travel has become one of the most preferred modes of transportation.

The importance of this industry, however, is not merely measured by the amount of profit it brings into the national economy. In *British Airways v. Court of Appeals*, the Court says that air transportation is "a business intended to serve the travelling public. Primarily, it is imbued with public interest." Needless to say, the rights of airline passengers occupy a prime position in this industry's hierarchy of values.

Yet in recent years, air passengers' right in the country has become illusory. The local news media has been replete with stories about dismayed air passengers. The common people frequently bear the brunt of the incompetence and negligence of those in the airport management system. Flights are delayed or cancelled without appropriate warning to the public. Moreover, passengers are unjustifiably charged with hidden fees. To sum, the airline industry has rendered unsatisfactory, if not poor kind of public service.

The State cannot fully safeguard the air passengers' rights when it lacks sufficient means and power to hold accountable those who cause undue inconvenience to the public. The time is ripe for the legislature to act and put a stop to this great source of national shame. An institutionalized system that shall protect the public from this kind of disservice must be put in place.

Hence, the urgent approval of this measure is earnestly sought.



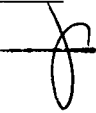
EMMANUEL D. PACQUIAO

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

CHAPTER I
GENERAL PROVISIONS

1
2
3
4 Sec. 1. *Short Title.* – This Act shall be known and cited as the “Air Passenger Bill of Rights Act.”

5
6 Sec. 2. *Declaration of Policy.* – It is hereby declared that:

7 a) The State shall pursue a trade policy that serves the general welfare and utilizes all forms and
8 arrangements of exchange on the basis of equality and reciprocity;

9 b) The State recognizes the indispensable role of the private sector, encourages private enterprise,
10 and provides incentives to needed investments;

11 c) The State adopts and implements a policy of full disclosure of all its transactions involving public
12 interest according to Article II, Section 28 of the 1987 Philippine Constitution and that the right of the people to
13 information on matters of public concern shall be recognized;

14 d) The State and the airline industry are the duty bearers and the air passengers are the right holders
15 in this bill of rights and as such, the State and the air carriers shall protect and fulfil these rights and shall refrain
16 from interfering with the enjoyment of such rights;

17 e) The State shall fulfil its obligation in taking positive actions to facilitate the enjoyment of these
18 rights;

19 f) The State has the duty to balance the interests of the airline industry that delivers the services to
20 the public and the public that it serves.

21
22 Sec. 3. *Definition of Terms.* – For the purpose of this Act, the term:

23 a) “Air Carrier” refers to a Philippine air carrier operating scheduled or non- scheduled domestic
24 and/or international flights to or from or serving a point within the Philippines, or a foreign air carrier operating
25 scheduled or non-scheduled international flights from the Philippines.

26 b) “Baggage” refers to any personal property carried by the passenger which has been checked-in
27 with the air carrier. “Off-loaded Baggage” refers to checked baggage that has either not been put in or been
28 subsequently removed from the cargo hold of the aircraft.

29 c) “Cancellation” refers to the act of calling off a flight. This shall include the following instances:

30 1. Cancellation by the air carrier as provided under Section 10 hereof;

31 2. Cancellation by the air carrier after an unduly long delay;

32 3. Cancellation by the passenger or a situation deemed cancelled as provided under this Act.

33 d) “Check-in Deadline” refers to the point in time before the published ETD on or before which a
34 passenger must present himself/herself to the air carrier at the latter’s check-in counter.

35 e) “Check-in period” refers to the time when the air carrier’s check-in counters are open for accepting
36 and processing passengers checking in for their flights.

1 f) "Confirmed Reserved Seat" refers to a seat on a specific date and on a specific flight and class of
2 service of an air carrier, which has been requested by a passenger, and which the air carrier or its agent has
3 verified, by appropriate notation on the ticket, as being reserved for the accommodation of the passenger.

4 g) "Convention" refers to the applicable international agreement, convention, or treaty on carriage of
5 goods or persons by air, signed and ratified by the Philippines.

6 h) "Delay" refers the deferment of a flight to a later time. "Terminal Delay" refers to a delay that occurs
7 while passengers are still inside the terminal waiting for boarding, while "Tarmac Delay" is a delay that occurs
8 while passengers are already on board the aircraft and before take-off.

9 i) "Denied Boarding" refers to a situation where a passenger, who holds a confirmed reserved seat,
10 and who has presented himself/herself for carriage at the proper time and place and fully complied with the air
11 carrier's check-in and reconfirmation procedures, and who is acceptable for carriage under the air carrier's tariff,
12 was not allowed to board the aircraft.

13 j) "Fare" refers to the payment in consideration for the carriage of a passenger but shall not include
14 charges for ancillary services. "Regular Fare" is any fare that is offered on a regular basis, non-discounted, and
15 generally offers the advantage of cancelling, changing flight time or schedule, rerouting, rebooking, and others,
16 whether for a fee or penalty or not. "Promotional fare" is any fare that is generally lower than a regular fare and is
17 offered for a specific period. This includes, but not limited to, offers of "no frills" fare, wherein the non-essential
18 features for flights have been removed to keep the price low (i.e. free food, drinks onboard flights), and
19 discounted fares which require prior approval by the Civil Aeronautics Board (CAB).

20 k) "General Sales Agent" means a person not a bona fide employee of an air carrier, who pursuant to
21 an authority from the air carrier, by itself or through an agent, sells or offers for sale any air transportation, or
22 negotiates for, or holds himself out by solicitation, advertisement or otherwise as one who sells, provides,
23 furnishes, contracts, or arranges for, such air transportation.

24 l) "Government Requisition of Space" refers to a formal written request by the government or its
25 agencies to an air carrier for the use of an aircraft, or any part thereof, for regulatory, safety, security, and/or
26 emergency purposes. Such request shall be submitted by the requesting agency to CAB who in turn shall make
27 a formal written request to the air carrier concerned, detailing the number, identities and affiliation of the persons
28 requesting for space and the date, time and destination of the flight,.

29 m) "Overbooking" refers to the generally accepted practice which is common in the aviation industry
30 whereby airlines are selling confirmed reserved seat beyond the actual seat capacity of the aircraft.

31 n) "Passenger" refers to a person actually travelling by air. A person who is named in the flight ticket,
32 itinerary receipt, or any other equivalent document shall be considered a passenger for the purpose of this Act.

33 o) "Person with Disability" or "PWD" refers to those suffering from restriction of different abilities, as a
34 result of a mental, physical or sensory impairment, to perform an activity in the manner or within the range
35 considered normal for a human being.

36 p) "Philippine air carrier" means an air carrier who is a citizen of the Philippines.

37 q) "Senior citizen" refers to any resident citizen of the Philippines at least sixty (60) years old.

38
39 Sec. 4. *Scope of Application.* - This Act shall apply to all aspects of contract of carriage for flights or
40 portions of a flight, within the territory of the Philippines or from the territory of the Philippines, operated by
41 Philippine air carriers, flights or portions of a flight from the territory of the Philippines operated by foreign air
42 carriers, as well as charter flights and the conduct of individual ticketing.

43 Provided, that the compensation provisions shall not apply to air carriers flying into the territory of the
44 Philippines, if the laws of the country of origin provide similar or higher compensation. Otherwise, this Act shall
45 apply in full.

46
47 Sec. 5. *Applicability of International Laws and Pertinent Conventions.* - In case of conflict between the
48 provisions of this Act and the provisions of any treaty or convention where the Philippines is a signatory, the
49 provisions of the latter shall prevail. Where the Philippines is not a signatory the provisions of any treaty or
50 convention shall have suppletory effect in the implementation of this Act insofar as the same are not contrary to
51 the provisions herein contained.

52
53 CHAPTER II
54 CONTRACT OF CARRIAGE BY AIR

1
2 Sec. 6. *Contract of Air Carriage.* – By the contract of air carriage, an air carrier obliges itself to transport
3 the person of the passenger or his baggage, if any, from one place to another, through airspace, without any
4 damage or injury upon the latter's person, or loss, damage or unreasonable deterioration of his baggage, if any,
5 and when the passenger obliges himself to pay a just and reasonable fare.
6

7 Sec. 7. *Perfection of the Contract of Carriage.* – The contract of air carriage is perfected from the
8 moment the air carrier and the Passenger give their respective consent to the agreement.

9 There is consent when the air carrier issues a confirmation of airline ticket in favor of the passenger,
10 who accepts and holds it in his possession, with the corresponding full payment of the fare by the passenger.
11

12 Sec. 8. *Diligence Required of the Carrier.* – Air carriers, due to the nature of their business being imbued
13 with public policy and interest, are obliged to observe extraordinary diligence in the performance of their
14 obligations under the contract of air carriage from the time that the passenger boards until the passenger
15 disembarks from the aircraft. Passengers are required to observe ordinary diligence while the contract of air
16 carriage is effective.
17

18 Sec. 9. *Presumption of Negligence.* – In case of damage or injury to the person of the passenger, or
19 loss, damage, or unreasonable deterioration of his baggage, if any, the air carrier shall be presumed negligent,
20 unless it proves that it exerted extraordinary diligence to avert the same.
21

22 In the case of carriage of goods and baggage, the presumption of negligence shall not apply if the loss,
23 damage, or unreasonable deterioration is caused or occasioned by any of the following:
24

- 25 a) Flood, storm, earthquake, lightning, or other natural disaster or calamity;
 - 26 b) Act of the public enemy in war, whether international or civil;
 - 27 c) Act or omission of the shipper or owner of the baggage/ goods;
 - 28 d) The character of the goods or defects in the packing or in the containers;
 - 29 e) Order or act of competent public authority.
- 30

31 Sec. 10. *Cancellation by an Air Carrier.* – An air carrier may cancel a flight for any of the following:
32

- 33 a) infrastructure limitation as certified by the Civil Aviation Authority of the Philippines (CAAP);
- 34 b) safety reasons due to a technical problem as certified by the CAAP;
- 35 c) security reasons as declared by competent authority; or
- 36 d) during the occurrence of a fortuitous event.
37

38 The Passengers affected may avail the applicable remedies provided under this Act.
39

40 Sec.11. *Overbooking.* – Consistent with the globally-recognized revenue-management options of air
41 carriers, overbooking shall be responsively, properly and rationally practiced and done in utmost good faith. The
42 CAB is hereby authorized to set the ceiling for overbooking. All passengers that have been sold overbooked
43 tickets shall have the right to be informed that they are merely "Chance" passengers for that particular flight.
44

45 Sec. 12. *Construction.* – In case of doubt, the contract of air carriage shall be construed liberally in favor
46 of the passenger and strictly against the air carrier.
47

48
49 **CHAPTER III**
50 **RIGHTS AND OBLIGATIONS OF THE PASSENGERS**

51
52 **A. RIGHT TO FULL AND TRUTHFUL INFORMATION OF THE**
53 **CONDITIONS OF THE CONTRACT OF CARRIAGE**
54

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

- 5 a) Fare and other fees and ancillary charges (taxes, insurance, fuel surcharge, seat reservation, etc.)
- 6 b) Travel restrictions
- 7 c) Baggage allowance and limitations
- 8 d) Check-in and boarding requirements and deadlines
- 9 e) Air carrier's responsibilities and passenger's rights and compensation for delayed and cancelled
10 flights, and for death and injuries and lost, delayed or damaged baggage
- 11 f) Air carrier's liability limitations
- 12 g) Procedures for claims against the air carrier
- 13 h) Services and amenities provided by the air carrier
- 14 i) If the ticket purchased is part of the overbooked portion of that flight
- 15 j) Other crucial and necessary conditions of the contract of carriage

16
17 Sec. 14. *Method of Disclosure.* - An air carrier shall cause the disclosure under the immediately
18 preceding Section to be printed on or attached to the passenger ticket, boarding pass, or incorporate such terms
19 and conditions of carriage by reference.

20 Incorporation by reference means that the ticket or boarding pass shall clearly state that the complete
21 terms and conditions of carriage are available for perusal or review in the air carrier's website, or in some other
22 document that may be sent to or delivered by post or electronic mail to the Passenger upon his/her request.

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

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

27 In case of online booking, the air carrier must establish a system wherein the purchaser is fully apprised
28 of the required disclosures under this Section prior to the final submission of his/her online offer to purchase. The
29 disclosure shall substantially include the following message, in English and Filipino:

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

- 31 a.(Refund policy)
- 32 b.(Rebooking policy)
- 33 c.(No-Show policy)
- 34 d.(Other important information specific to the ticket purchased)

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

- 37 a.(Panuntunan sa pagsasauli ng ibinayad)
- 38 b.(Panuntunan sa pagpalit ng tiket)
- 39 c.(Panuntunan sa hindi pagdating sa tamang oras)
- 40 d.(Iba pang importanteng impormasyon ukol sa tiket)

41
42 Sec. 15. *Advertisements.* - Advertisements of fares shall be clear, truthful, and not misleading and shall
43 capacitate the passenger to make an informed purchase or availment of the airline ticket such that the passenger
44 fully understands the consequences of purchasing such ticket.

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

47 A notice indicating where more information on the route, fare, or promotion may be found shall be
48 included as part of the advertisement. The following disclosures are required to be part of the airline
49 advertisement in print medium:

- 50 a. Conditions and restrictions attached to the fare type;
- 51 b. Refund and rebooking policies;
- 52 c. Government taxes and fuel surcharges;
- 53 d. Other fees and charges;

1 e. Contact details of the air carrier which includes phone numbers, websites, emails, and online
2 accounts;

3 f. Other information that is necessary to apprise the passenger of the conditions and full price of the
4 ticket which may include incorporation by reference of websites and other available information portal or office
5 where the passenger can read or ask the full terms and conditions of the fare and his rights as passenger; and

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

8
9 **B. RIGHT TO FAIR AND REASONABLE FARE AND TO THE**
10 **FULL VALUE OF THE SERVICE PURCHASED**
11

12 *Sec. 16. Right to Receive the Full Value of the Service Purchased.* – Passengers shall have the right to
13 reasonable fare and to receive the full value of the services that they purchased. Air carriers shall not deny nor
14 diminish any service that the passenger has paid for. This right includes the convenience on the part of the
15 passenger during the flight.

16
17 *Sec. 17. Right to Refund.* Every passenger holding a refundable airline ticket shall have the right to the
18 refund of unused tickets in accordance with the terms and conditions of the refund policy of the air carrier less
19 service charge. The refund includes the amount paid for the optional fees offered by the air carrier, if any.

20
21 *Sec. 18. Right to Cancel a Flight.* – Every passenger has a right to cancel a flight subject to the
22 following conditions:

23 In case of refundable tickets, if the cancelation of the confirmed flight happens more than twenty-four
24 (24) hours before the ETD, the passenger shall be reimbursed by the air carrier for an amount equivalent to
25 seventy-five percent (75%) of the fare and full reimbursement of the charges for ancillary services not availed of,
26 including but not limited to baggage fees and terminal fees.

27 If the passenger holding the refundable ticket cancels the confirmed flight less than twenty-four (24)
28 hours before the ETD or does not show up altogether, the ticket shall be considered flown with the fare deemed
29 forfeited unless the refund policy of the air carrier otherwise provides.

30
31 *Sec. 19. Right to Rebook a Flight.* Every passenger holding a rebookable ticket shall have the right to
32 rebook the flight in accordance with the terms and conditions set forth in the rebooking policy of the air carrier, as
33 approved by the CAB.

34
35 *Sec. 20. Right to be Processed for Check-in.* - A passenger holding a confirmed ticket, whether
36 promotional or regular, with complete documentary requirements, and who has complied with the check-in
37 procedures, shall be processed accordingly at the check-in counter within the check-in deadline set by the air
38 carrier. For this purpose, the CAB shall therefore, consistent with global aviation practice and subject to
39 infrastructure limitations, provide a uniform schedule of the opening of check-in counters and check-in deadline
40 for both local and international flights giving the passenger enough time to be processed for check-in.

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

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

46
47 *Sec. 21. Right to Board Aircraft for the Purpose of Flight.* – Except when the passenger is at fault, or
48 due to legal or valid causes such as, but not limited to, immigration issues, safety, security, and health concerns
49 when there is a legal or other valid cause, a passenger who has checked-in for a particular flight has the right to
50 board the aircraft for the purpose of flight. A passenger shall be considered at fault if such passenger is acting in
51 violation of a law or the contract of air carriage affecting the safety and security of another passenger or crew
52 during the voyage.

1 **C. RIGHT AGAINST ANY ACT OF DISCRIMINATION AND VEXATION**

2
3 Sec. 22. *Right to Equal Protection.* - Every passenger is entitled to all the rights set forth in this Act and
4 in all aspects of the contract of carriage regardless of race, sex, gender, education, income, social status,
5 language, physical characteristics, mental characteristics, sensory impairments, religion, marital status, political
6 belief, and other circumstances.

7
8 Sec. 23. *Right to be Respected.* - Passengers shall have the right to be respected at all times by the air
9 carrier. The employees and crews of the air carrier shall serve the passengers with utmost courtesy and
10 respect.

11 **D. RIGHT TO SAFETY**

12
13
14 Sec. 24 . *Access to Emergency Measures, Medical Assistance, Safety Devices and Essential Services.*
15 - Every Passenger has a right to have access and to use emergency and safety devices, medical assistance,
16 and proper application of first aid procedures during emergency situations or when his or her health requires it.
17 Air carriers shall train flight personnel and crews in handling and responding to emergency situations and shall
18 provide at least one (1) flight crew who is certified to apply first aid procedures. The air carrier shall always inform
19 its Passengers of emergency measures in cases of evacuation before the start or during the first hour of the
20 flight.

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

23 **E. RIGHT TO REDRESS AND COMPENSATION**

24
25
26 Sec. 25 . *Right to bring action, satisfaction or relief of a wrong or injury.* - Every passenger has a right to
27 take action against the air carrier for any wrong or injury caused to the passenger by reason of the contract of
28 carriage under this Act and applicable treaties or conventions.

29
30 Sec. 26. *Right to Immediate Payment of Compensation.* - A passenger shall have the right to be
31 compensated, promptly and expeditiously, in case of flight delay or cancellation, death or injury upon his person,
32 and loss or deterioration to his baggage and property, as the case may be.

33
34 Sec. 27. *Rights of a Passenger for Delayed Flights.* - Every passenger has the right to be compensated
35 for flights not flown within a reasonable time from ETD. The provisions of this Section shall be the minimum
36 entitlement of a passenger in case of delay and shall not prohibit the air carrier from granting more favorable
37 conditions or recourses, as it may deem appropriate.

38 a) Terminal Delay

39 In case the flight is delay for at least three (3) hours after the ETD, and such is attributable to the air
40 carrier, a passenger shall have the right to:

- 41 1. Be notified via public announcement of the reason for the delay and the estimated time of
42 departure as soon as this information is available;
43 2. Be provided a minimum level of care immediately, on the spot at terminals/stations while
44 waiting for the beginning or the continuation of the delayed journey;
45 3. Be offered free of charge: (i) sufficient meals and refreshments in a reasonable relation to
46 the waiting time; (ii) free phone calls, text or internet service (e-mails), and first aid if necessary. In applying this
47 Section the operating air carrier shall pay particular attention to the needs of persons with reduced mobility and
48 any persons accompanying them, as well as to the needs of unaccompanied children; and
49 4. Ask for refund or rebooking in accordance with Sections 17 and 19 hereof; or
50 5. Ask for endorsement to another air carrier subject to payment of reasonable administrative
51 charges.

52 In case the flight is delayed for at least six (6) hours after ETD for causes attributable to the air carrier,
53 the flight shall be deemed cancelled and the affected passenger shall be entitled to the remedies provided under
54 Section 28 (a).

1 b) Tarmac Delay

2 Every passenger shall likewise have the right to adequate food and beverage in cases of tarmac
3 delay of at least two (2) hours after ETD, reckoned from the closing of the aircraft doors or when the aircraft is
4 still at the gate with the doors still open but the passengers are not allowed to deplane. In case the delay ex-
5 ceeds five (5) hours the Passenger may request disembarkation.

6 In the case of a multi-sector journey where the air carrier is at fault, in addition to the rights and
7 entitlements stated under this Section, a passenger shall be entitled to an additional compensation at a rate
8 which is equivalent to at least the value of the sector cancelled by reason of the delay. Provided, that, in case of
9 connecting flights with another air carrier, the passenger has allotted sufficient connecting time of a least three
10 (3) hours for international flights and two (2) hours for domestic flights. Provided, further that the passenger shall
11 not be entitled to the compensation of the value of the sector deemed cancelled, if the passenger is endorsed to
12 another air carrier and the passenger is able to complete his journey.

13
14 Sec. 28. *Rights of a Passenger for Cancelled Flights or Flights Deemed Cancelled.* – Every passenger
15 has a right to compensation in cases of flight cancellation subject to the following rules:

16
17 (a) If a flight is cancelled due to a cause attributable to air carrier, a passenger shall have the
18 right to:

- 19
20 1. Be notified beforehand or as soon as possible of the situation via public announcement,
21 written/published notice and flight status update service either thru text or email;
22 2. Be provided a minimum level of care immediately, on the spot at terminals/stations;
23 3. Be offered free of charge:
24 i. sufficient meals and refreshments in a reasonable relation to the waiting time;
25 ii. hotel accommodation near the airport in cases where a stay of one or more nights
26 becomes necessary, or where a stay additional to that intended by the passenger
27 becomes necessary; and
28 iii. transportation service between the airport and place of accommodation. In addition,
29 passengers shall be offered free of charge telephone calls, text or fax messages, or
30 e-mails and first aid, if necessary. In applying this provision, the air carrier shall pay
31 particular attention to the needs of persons with reduced mobility and any persons
32 accompanying them, as well as to the needs of unaccompanied children; and
33 4. Be entitled to any of the following:
34 i. Refund the fare the passenger paid for the ticket. If the payment is made in cash, the
35 passenger shall be reimbursed within five days, either by cash, by electronic bank
36 transfer, bank orders or bank cheques or with the signed agreement of the
37 passenger, in travel vouchers and/or other services. If payment is made through
38 credit card, the reimbursement should be credited back to the payor's credit card
39 account within a reasonable period based on the internationally accepted credit card
40 crediting system without additional cost to the passenger. The passenger shall be
41 reimbursed of the full cost of the ticket at the price at which it was bought, subject to
42 provisions of Section 10 and Section 18 hereof; or
43 ii. Be endorsed to another air carrier without paying any fare difference, at the option of
44 the Passenger, and provided that space and other circumstances permit such re-
45 accommodation; or
46 iii. Rebook the ticket without any additional charge. In the case of a multi-sector journey,
47 in addition to the rights and entitlements stated under this Section, a passenger shall
48 be entitled to an additional compensation at a rate which is equivalent to at least the
49 value of the sector cancelled. Provided, that, in case of connecting flights with
50 another air carrier, the passenger has allotted sufficient connecting time of a least
51 three (3) hours for international flights and two (2) hours for domestic flights.
52 Provided, further that the passenger shall not be entitled to the compensation of the
53 value of the sector deemed cancelled, if the passenger is endorsed to another air
54 carrier and the passenger is able to complete his journey.

1
2 (b) In case the air carrier cancels the flight due to i) infrastructure limitation as certified by CAAP;
3 ii) safety reasons due to a technical limitation; iii) security reasons; or iv) during the occurrence
4 of a fortuitous event, a passenger shall have the right to:

5 1. Rebook to a future flight, subject to the payment of the fare difference, if any, and
6 reasonable administrative costs approved by CAB; or

7 2. Reimbursement of the value of the fare, subject to the payment of reasonable
8 administrative costs approved by CAB; or

9 3. Endorsement to another air carrier upon payment of any fare difference and be
10 provided space and other circumstances that the accommodation permits, at the option of the
11 passenger.
12

13 *Sec. 29. Rights of Passengers Denied Boarding.* A passenger who has checked-in for a particular flight
14 cannot be denied from boarding the aircraft except for legal or other valid causes such as, but not limited to,
15 immigration issues, safety, security, and health concerns.

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

20 a) If the denial of boarding the aircraft is by reason of overbooking or aircraft downgrading, the
21 passenger concerned shall be compensated in accordance with the provisions of Section 28 (a);

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

26 c) If the denial of boarding the aircraft is due to government requisition of space, the affected
27 passenger shall be entitled to the remedies in the preceding paragraph. The requesting agency shall reimburse
28 the air carrier of the costs it incurred in compensating affected passengers.

29 d) In the case where a passenger is denied boarding for acting in violation of a law or the contract of
30 air carriage affecting the safety and security of another passenger or crew during the voyage, such passenger
31 shall not be entitled to any relief provided under this Act.
32

33 *Sec. 30. Priority in Filling-up of Empty Seats in the Air Carrier's Next Flight.* – Before the vacant seats in
34 a particular flight of the air carrier can be given to chance passengers, the same shall be offered first to the
35 bumped-off passengers of the air carrier's preceding flight or flights and thereafter to the air carrier's chance
36 passengers and to the bumped-off passengers endorsed by another air carrier.
37

38 *Sec 31. Right to Compensation for Delayed, Lost, and Damaged Baggage.* A passenger shall have the
39 right to have his/her baggage carried on the same flight that such passenger takes, subject to considerations of
40 safety, security, or any other legal and valid cause.
41

42 a) In case a checked-in baggage has been off-loaded for operational, safety, or security reasons, the air
43 carrier shall inform the passenger at the soonest practicable time and in such manner that the passenger will
44 readily know of the off-loading (i.e. that his/her baggage has been off-loaded and the reason therefor). If the
45 passenger's baggage has been off-loaded, the air carrier should make the appropriate report and give the
46 passenger a copy thereof, even if it had already announced that the baggage would be on the next flight.
47

48 The air carrier shall carry the off-loaded baggage in the next flight with available space, and deliver the
49 same to the passenger either personally or at his/her residence. For every twenty-four (24) hours of delay in such
50 delivery, the air carrier shall tender an amount equivalent to the rates approved by the CAB that shall not be less
51 than Two Thousand Pesos (P2,000.00), as compensation for the inconvenience the latter experienced. A
52 fraction of a day shall be considered as one day for purposes of calculating the compensation.
53

1 For the purposes of this section, the twenty four (24)-hour period shall commence one (1) hour from the
2 arrival of the original flight of the passenger.

3
4 b) Should such baggage, whether carried on the same or a later flight, be lost or suffer any damage
5 attributable to the air carrier, the passenger shall be compensated in the following manner:

6
7 1) For international flights, the relevant convention shall apply.

8
9 2) For domestic flights, upon proof, a maximum amount equivalent to half of the amount in the
10 relevant convention (for international flights) in its Philippine currency equivalent.

11
12 For compensation purposes, a passenger's baggage is presumed to have been permanently and totally
13 lost, if within a period of seven (7) days, counted from the time the passenger should have received the same,
14 the baggage is not delivered to the passenger or consignee.

15
16 **Sec. 32. Compensation for Death and Bodily Injuries. –**

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

19 b) For domestic flights, the passenger shall be entitled to the compensation under the contract of
20 carriage or the provision of applicable convention, in its Philippine currency equivalent, whichever is higher.

21
22 **CHAPTER IV**
23 **RIGHTS, DUTIES AND OBLIGATIONS OF THE AIR CARRIERS**

24
25 **Sec. 33. Prevention of Harm to Passengers and Maintenance of Aircraft. –** The air carrier shall prevent
26 harm and hazards to passengers by ensuring that it follows all regulations on the airworthiness of the aircraft,
27 complies with rules on hazardous materials, protects the passengers from unreasonable harm, and actively
28 responds to harm caused by the aircraft structure, materials, and chemicals.

29
30 **Sec. 34. Designation of an "All-Flight" or "Per Route" Counters. –** Air carriers may operate all-flight
31 counters which will serve passengers without regard to destination. As far as practicable, the air carrier shall, in
32 addition to all-flight counters, open a separate counter dedicated for a flight nearing check-in deadline to facilitate
33 the checking-in of passengers at least an hour before the published ETD.

34
35 **Sec. 35. Special Accommodation of PWDs, Persons with Special Needs, Senior Citizens, Pregnant**
36 **Women and Unaccompanied Children. –** To ensure that the full enjoyment of the rights enumerated under this
37 Act, the provisions of the following laws and their implementing rules and regulations, whenever applicable, shall
38 form part of this Act as far as the passengers in this Section are concerned:

39 a) Republic Act No. 7277 or the Magna Carta for Disabled Persons as amended by Republic Act No.
40 9442 and its implementing rules and regulations;

41 b) Batas Pambansa Bilang 344 or the Accessibility Law;

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

44 The contract of air carriage shall clearly enumerate the necessary terms and conditions affecting the
45 rights of PWDs, senior citizens, persons requiring special needs, pregnant women and unaccompanied children.

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

50 For this purpose, when airport facilities allow, air carriers shall designate at least one (1) check-in
51 counter dedicated to persons with disabilities (PWDs), senior citizens, persons requiring special assistance,
52 pregnant women, and unaccompanied children between 7 and 15 years old.

1 Sec. 36. *Responsibility of the Air Carrier when the Number of Passengers is Beyond the Capacity of the*
2 *Aircraft.* - If a certain flight has more ticketed passengers than the allowed capacity of the aircraft by reason of
3 overbooking, government requisition of space, as well as the downgrading of the aircraft for safety or unforeseen
4 operational reasons, the air carrier shall perform the following:
5 a) Determine the number of passengers in excess of the actual seat capacity of the aircraft;
6 b) Announce that the flight is overbooked, and that it is looking for volunteers willing to give up their
7 seats in exchange for compensation;
8 c) Provide the interested passengers or volunteers the options under Section 29 hereof, which shall
9 always include priority booking in the next flight with available space and/or cash incentive.
10 No flight shall be delayed pursuant to the settlement of the air carrier's obligation under this Section.
11

12 Sec. 37. *Duty of the Air Carrier in the Event of Flight Deviation.* - Flight deviation happens when there is
13 a change in the airport of origin or destination. If such is the case, the air carrier shall provide the necessary
14 transportation for ferrying the passenger from the originally-designated airport of departure to the actual airport of
15 departure or from the airport of actual destination to the airport of the originally-designated destination, as the
16 case may be.
17 If by reason of the deviation certain a right of a passenger has been violated, the applicable provisions
18 of this Act shall govern the rules on remedies and compensation.
19

20 Sec. 38. *Provision of Assistance Desk.* - Air carriers shall provide Customer Service Representatives
21 (CSR) who can address common problems on the spot which includes arranging for meals, hotel rooms and
22 accommodation for stranded passengers, arrange luggage resolutions, and settle other routine claims or
23 complaints.
24

25 Sec. 39. *Operational Spare.* - An air carrier shall, in adopting its flight schedules, exert all efforts to
26 manage the disposition of its aircraft in such a way as to be able to reallocate aircraft to take the place of another
27 aircraft in case the latter cannot carry the passengers due to operational requirement, aircraft maintenance, and
28 other similar situations.
29

30 **CHAPTER V**
31 **OBLIGATION OF THE CAAP, CAB AND AIRPORT OPERATORS**
32

33 Sec. 40. *Availability of Check-in Counters.* - The CAAP, airport authorities or airport operators, as the
34 case may be, shall provide adequate number of check-in counters for every air carrier operating in a particular
35 airport.
36 They shall ensure that the number of check-in counters of an air carrier in a particular airport shall be
37 proportionate to the volume of passengers who are checking-in for a particular flight.
38

39 Sec. 41. *Assignment of Technical Personnel in Airports.* - The CAAP shall ensure that every commercial
40 airport is manned by technical personnel capable of verifying and certifying reports of technical or infrastructure
41 problems or other reasons leading to delays and cancellations. The technical personnel concerned shall submit
42 a periodic report of all delays and cancellations and the corresponding reasons thereof to the CAAP Central
43 Office.
44

45 Sec. 42. *Complaints Desk.* - The CAB shall provide the necessary personnel to cater the unresolved
46 complaints of passenger in every commercial airport. It shall be the duty of the assigned personnel to report all
47 complaints to the CAB at the earliest time possible taking into account the nature of the relief sought by the
48 passenger.
49

50 **CHAPTER VI**
51 **REMEDIES AND GRIEVANCE PROCEDURES**
52

