

Republic of the Philippines
HOUSE OF REPRESENTATIVES
Quezon City

NINETEENTH CONGRESS
First Regular Session

HOUSE BILL NO. 3861



Introduced by **HON. GUSTAVO S. TAMBUNTING**

**AN ACT
PROVIDING FOR THE PROTECTION OF THE RIGHTS OF AIRLINE PASSENGERS AND
PENALIZING ACTS IN VIOLATION THEREOF**

EXPLANATORY NOTE

Air travel is one of the common and supposedly faster means of transportation in going to other places. Being an archipelago, air transportation has become a vital means of transportation for thousands of Filipinos who want to go around the country and abroad.

With the booming airline industry, competing companies have begun strategizing promotions to boost their sales and income. But unfortunately, some of these so-called promotions have underlying charges that the consumers only get to know when they are already paying for their tickets.

Not only that, overbooking has become a common occurrence, delays in flights scheduled stretch from two hours and above, incompetent personnel who cannot answer the queries and needs of their affected passengers – all of these to the detriment of our poor passengers.

It is the intention of this bill that once it is enacted into law, the protection of the rights of our airline passengers would be guaranteed. They will be protected from abusive and unscrupulous airline companies and ensure that they will be compensated for the trouble and distress that they will go through.

The previous Congress failed to pass this bill. It the undersigned hopes this bill will be given importance by the 19th Congress so that a law for the protection of air passengers can finally be enacted.

Hence, the passage of this bill is earnestly sought.

A handwritten signature in black ink, appearing to be "GUSTAVO S. TAMBUNTING".

REP. GUSTAVO S. TAMBUNTING
2nd District, Parañaque City

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

CHAPTER I
GENERAL PROVISIONS

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

SECTION 2. *Declaration of Policy.* – 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 air 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.

SECTION 3. *Definition of Terms.* – As used in this Act:

- (a) Air Carrier refers to an airline providing transportation services in a contract of air carriage;
- (b) Baggage refers to any personal property carried by the passenger which has been checked in with the airline. Off-loaded Baggage refers to checked-in baggage that has either not been put in or been subsequently removed from the cargo hold of the carrier;
- (c) 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 the air carrier’s fault;
 - (2) Cancellation by the air carrier after an unduly long delay; and
 - (3) Cancellation by the passenger or a situation deemed canceled as provided under this Act.
- (d) Check-in Deadline refers to a reasonable point in 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;
- (e) Check-in Period refers to the time when the air carrier’s check-in counters are open for accepting and processing passengers checking in for their flights which starts at least two (2) hours before the ETD in international airports and airports designated by the Department of Transportation. In other airports, the check-in period shall start at least one (1) hour before the ETD;

- (f) Confirmed Reserved Seat refers to a seat on a specific date and on a specific flight and class of service of a carrier, which has been requested by a passenger, and which the carrier or its agent has verified, by appropriate notation on the ticket, as being reserved for the accommodation of the passenger;
- (g) Convention refers to the applicable international agreement, convention, or treaty on the carriage of goods or persons by air;
- (h) Delay refers to the deferment of a flight to a later time. Terminal delay refers to a delay that occurs while passengers are still inside the terminal waiting for boarding, while tarmac delay is a delay that occurs while passengers are already on board the aircraft;
- (i) Denied Boarding refers to a situation where a passenger who has physically presented travel documents about a confirmed seat reservation at the proper time and place, and has fully complied with the carrier's check-in reconfirmation procedures, and the carrier's tariff requirement, was not allowed to board the aircraft;
- (j) Denied Check-in refers to a situation where a passenger, who has physically presented travel documents to an air carrier's check-in counter checked in at the appointed area and at the appointed time, is denied or is not processed for boarding a particular flight;
- (k) Fare refers to the payment in consideration for the carriage of a passenger but shall not include charges for ancillary services. Regular fare is any fare that is offered regularly, is non-discounted, and offers the advantage of cancellation, changing flight time or schedule, rerouting, or rebooking, by the passenger, whether for a fee or penalty or not. A promotional fare is any fare that is generally lower than a regular fare and is offered for a specific period. This includes offers of "no frills" fare, wherein the nonessential features for flights such as free food and drinks onboard flights have been removed to keep the price low, and discounted fares which require prior approval by the CAB;
- (l) Free Tickets refer to tickets provided by carriers to passengers, tickets available for free to employees, and tickets claimed based on mileage, which does not have confirmed status, are subject to space availability, and do not qualify as either regular or promotional fare;
- (m) General Sales Agent means a person who is not a bonafide employee of an air carrier, and who as authorized by the air carrier, by itself or through an agent, sells or offers for sale any air transportation, or negotiates for, or holds out by solicitation, advertisement or otherwise as one who sells, provides, furnishes, contracts, or arranges for, such air transportation;
- (n) Government Requisition of Space refers to a formal request by the government or its agencies to an air carrier for the use of an aircraft, or any part thereof, for regulatory, safety, security, and emergency purposes. Such request shall be submitted by the requesting agency to the CAB which, in turn, shall make a request to the air carrier concerned, detailing the number, identities, and affiliation of the persons requesting space and the date, time, and destination of the flight;
- (o) No Show refers to the failure of the passenger to appear at the check-in counter within the check-in deadline or to show up at the boarding gate at the time indicated on the boarding pass;
- (p) Non-scheduled Services refer to an arrangement where an aircraft has more flexibility in terms of time, schedules, routes, and choices of airports and similar operational characteristics subject to the approval of the Civil Aviation Authority of the Philippines (CAAP) each time;
- (q) Overbooking refers to the practice by air carriers of selling confirmed reserved seats beyond the actual seat capacity of the aircraft. This shall include a situation wherein an air carrier downgrades an aircraft for grounds other than safety or unforeseen operational reasons that result in the bumping off of passengers;
- (r) Passenger refers to a person traveling by air. A person who is named in the flight ticket shall be considered a passenger for this Act;

- (s) Person with Disability or PWD refers to those who have long-term physical, mental, intellectual, or sensory impairments, which, in interaction with various barriers, may hinder their full and effective participation in society on an equal basis with others;
- (t) Philippine-based air carrier refers to an air carrier holding a Certificate of Public Convenience and Necessity (CPCN) or a Temporary Operating Permit (TOP) issued by the CAB for scheduled or non-scheduled services;
- (u) Sales Promotion refers to the techniques intended for broad consumer participation which contain the promise of gain, such as prizes, in cash in kind, as a reward for the purchase of a product, security, servicemen or winning in a contest, game, tournament, and other similar competitions which involve determination of winner/s and which utilize mass media and widespread media of information. It also means techniques purely intended to increase the sales, patronage, and goodwill of a product; and
- (v) Scheduled Services refer to an arrangement wherein an air carrier follows a fixed, regular, and published timetable and routes and which does not have flexibility in terms of time, schedules, routes, and choices of airports and similar operational characteristics.

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

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

CHAPTER II CONTRACT OF CARRIAGE BY AIR

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

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

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

SECTION 9. *Presumption of Negligence.* – In case of damage or injury to the person of the air passenger, or loss, damage, or unreasonable deterioration of his/her baggage, if any, the air carrier shall be presumed negligent, unless it proves that it exerted extraordinary diligence to avert the same. Diligence observed in the selection and supervision of employees shall not be a defense to rebut this presumption. In the case of carriage of goods and baggage, the presumption of negligence shall not apply if the loss, damage, or unreasonable deterioration is caused or occasioned by any of the following:

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

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

- (1) Infrastructure limitation as certified by the CAAP;
- (2) Safety reasons due to a technical problem;
- (3) Security reasons; or
- (4) During the occurrence of a fortuitous event.

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

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

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

CHAPTER III RIGHTS AND OBLIGATIONS OF THE PASSENGERS

A. RIGHT TO FULL AND TRUTHFUL INFORMATION OF THE CONDITIONS OF THE CONTRACT OF CARRIAGE

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

- (a) Fare and other fees and ancillary charges (taxes, insurance, fuel surcharge, seat reservation, etc.);
- (b) Travel restrictions;
- (c) Baggage allowance and limitations;
- (d) Check-in and boarding requirements and deadlines;
- (e) Air carrier's responsibilities and passenger's rights and compensation for delayed and canceled flights, and death and injuries and lost, delayed, or damaged baggage;
- (f) Air carrier's liability limitations;
- (g) Procedures for claims against the carrier;
- (h) Services and amenities provided by the air carrier; and
- (I) Other crucial and necessary conditions of the contract of carriage.

SECTION 14. *Method of Disclosure.* – An air carrier shall cause the disclosure under the immediately preceding section to be printed on or attached to the passenger ticket, boarding pass, or incorporate such terms and conditions of carriage by reference. Incorporation by reference means that the ticket or boarding pass shall clearly state that the complete terms and conditions of carriage are available for perusal or review on the air carrier’s website, or in some other document that may be sent to or delivered by post or electronic mail to a passenger upon request. The air carriers are required under this Act to post on their website, or other online accounts, the information to which the passenger has a right of full access and disclosure. In the case of booking through a ticketing office or agent, the disclosures shall be explained by the agent in a language that is easily understood by the purchaser. In the case of online booking, the air carrier must establish a system wherein a purchaser is fully apprised of the required disclosures under this section twice before the final submission of an online offer to purchase. The first disclosure shall include the full information to which the passenger has a right of access and disclosure. The second disclosure before the final submission of an online offer to purchase shall substantially include the following message, in English and Filipino:

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

- (a) Refund policy;
- (b) Rebooking policy;
- (c) No-Show policy; and
- (d) Other important information specific to the ticket purchased.

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

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

SECTION 15. *Advertisements.* – Advertisements of fares shall be clear, truthful, and not misleading and shall capacitate the passenger to make an informed purchase or availing of the airline ticket such that the passenger fully understands the consequences of purchasing a such ticket. The advertisement of the promotional fares shall be made only after the same has been approved by the CAB. The following disclosures are required to be part of the airline advertisement in a print medium which shall occupy not less than thirty percent (30%) of the advertising material:

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

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

SECTION 16. *Right to Receive the Full Value of the Service Purchased.* – A passenger shall have the right to fair and reasonable fare and to receive the full value of the services that they purchased. An air carrier shall not deny nor diminish any service that an air passenger has paid for. However, an air carrier may upgrade its services in favor of a passenger free of charge, subject to the consent of the passenger. This right includes the convenience on the part of the passenger during the flight.

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

To avail of the discount, the persons concerned are required to show competent proof that they are senior citizens, PWDs, or students. Competent proof includes government-issued identification cards or school identification cards.

To avail of the discount, a student, at the time of the purchase of the airline ticket, must be enrolled in a preschool, elementary, secondary, or collegiate school or institution, whether academic, vocational, or technical, duly recognized by the government. This Act does not include those taking up post-graduate courses like medicine, law, and master's and doctoral degrees as well as short-term courses and seminars and classes like dancing, singing, and driving lessons.

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

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

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

SECTION 19. *Right to Cancel a Flight.* – If the passenger cancels the confirmed flight more than twenty-four (24) hours before the ETD, the passenger shall be reimbursed seventy-five percent (75%) of the cost of the ticket fewer charges for ancillary services, and the remaining twenty-five percent (25%) shall be retained as the cancellation fee. There shall be full reimbursement of such charges for ancillary services not availed of including, but not limited to, baggage fees and terminal fees. If the passenger cancels the confirmed flight twenty-four (24) hours or less before the ETD or does not show up altogether, the ticket shall be considered flown; there shall be full reimbursement of the charges for ancillary services not availed of including, but not limited to, baggage fees and terminal fees.

SECTION 20. *Right to Rebook a Flight.* – Every passenger who was fully and truthfully informed that the ticket purchased is bookable shall have the right to rebook the flight under the terms and conditions outlined in the rebooking policy.

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

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

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

C. RIGHT AGAINST ANY ACT OF DISCRIMINATION AND VEXATION

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

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

D. RIGHT TO SAFETY

SECTION 25. *Access to Emergency Measures, Medical Assistance, Safety Devices, and Essential Services.* – A passenger has a right to have access to and to use emergency and safety devices, medical assistance, and proper application of first aid procedures during emergencies or when the passenger's health requires it. Air carriers shall train flight personnel and crews in handling and responding to emergencies and shall provide at least one (1) flight crew who is certified to be trained in the application of first aid procedures. An air carrier shall always inform its passengers of emergency measures in cases of evacuation before the start or during the first hour of the flight. A passenger has a right to disembark from an aircraft when in the passenger's determination, continuing the journey or being onboard the aircraft constitutes a health risk. The air carrier shall consult with the passenger who wishes to disembark and determine whether it is in the best interest of the passenger to deplane. A passenger shall have access to essential services such as adequate food and potable water, clean and safe lavatory facilities, cabin ventilation, and comfortable cabin temperatures.

E. RIGHT TO REDRESS AND COMPENSATION

SECTION 26. *Right to Bring Action, Satisfaction, or Relief of a Wrong or Injury.* – Every passenger has a right, without fear of retribution, to take action against the air carrier for any wrong

or injury caused to the passenger because of the contract of carriage under this Act and applicable treaties or conventions.

SECTION 27. *Right to Immediate Payment of Compensation.* – A passenger shall have the right to be compensated, promptly and expeditiously, in case of flight delay or cancellation, death or injury upon his/her person, and loss or deterioration to one's baggage and property, as the case may be. Compensation under this Act does not preclude the passengers to seek redress in a court for damage caused by any violation of the rights of the passenger as provided for by this Act or any other laws or treaties concerning air transportation. An air carrier liable for any of the required compensations provided under this Act shall make the same available to the affected passenger at the air carrier's counters at the airport on the date when the occasion entitling the passenger to compensation occurred, or at the main office or any branch of the air carrier at the discretion of the passenger. The air carrier shall tender a check or cash for the amount specified, or the document necessary for claiming the compensation herein stated. If not paid within the prescribed period, the compensation granted in this chapter shall earn an interest computed at the current legal rate until full payment reckoned from the time of the expiration of the said period, unless the non-payment is prevented by a legal cause.

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

- (a) Terminal Delay In case the flight is delayed for at least two (2) hours after the ETD, whether or not such is attributable to the carrier, a passenger shall have the right to:
- (1) Be notified via the public announcement of the reason for the delay and the ETD as soon as this information is available;
 - (2) Be provided a minimum level of care immediately, on the spot at terminals/stations while waiting for the beginning or the continuation of the delayed journey;
 - (3) Be offered free of charge:
 - (i) sufficient meals and refreshments in a reasonable relation to the waiting time;
 - (ii) free phone calls, text messaging, fax, emails, or other means of communications;
 - (iii) free internet access; and
 - (iv) first aid, if necessary.In applying this section, the operating air carrier shall pay particular attention to the needs of persons with reduced mobility and any person accompanying them, as well as to the needs of unaccompanied children; and
 - (4) Declare that he/she is canceling his/her reservation and ask for a refund or rebooking by Sections 18 and 20 hereof, or ask for endorsement to another carrier. In case the flight is delayed for at least three (3) hours after ETD for causes attributable to the carrier, the flight shall be deemed canceled and the affected passenger shall be entitled to the remedies provided under Section 29(a).
- (b) Tarmac Delay - Every passenger shall likewise have the right to adequate food and beverage in cases of tarmac delay of at least two (2) hours after ETD, reckoned from the closing of the aircraft doors or when the aircraft is still at the gate with the doors open but passengers are not allowed to deplane. In case the delay exceeds three (3) hours, the passenger may request disembarkation.
- (c) Arrival Delay - In case there is a delay in the aircraft's arrival at the airport of destination for at least one (1) hour, the air carrier shall give the affected passengers free food and beverages.

If the said delay is due to the air carrier's negligence, it shall be liable to pay damages to the air passenger amounting to ten thousand pesos (P10,000.00) or the actual damages suffered, whichever is higher. In the case of a multi-sector journey where the air carrier is at fault, in addition to the rights and entitlements stated under this section, a passenger shall be entitled to additional compensation at a rate that is equivalent to at least the value of the sector canceled because of the delay: Provided, That, in case of connecting flights with another carrier, the passenger has allotted sufficient connecting time of at least three (3) hours for international flights and two (2) hours for domestic flights: Provided, further, That the passenger shall not be entitled to the compensation of the value of the sector deemed canceled if the passenger is endorsed to another carrier and the passenger can complete his/her journey.

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

- (a) If a flight is canceled due to a cause attributable to the air carrier, a passenger shall have the right to:
 - (1) Be notified beforehand or as soon as possible of the situation via public announcement, written/published notice, and flight status update service either through text or electronic mail;
 - (2) Be provided a minimum level of care immediately, on the spot at terminals/stations;
 - (3) Be offered free of charge:
 - (i) Sufficient meals and refreshments in a reasonable relation to the waiting time;
 - (ii) Hotel accommodation near the airport in cases where a stay of one or more nights becomes necessary, or where a stay additional to that intended by the passenger becomes necessary; and
 - (iii) Transportation service between the airport and place of accommodation. In addition, passengers shall be offered free phone calls, text messaging, fax, emails, or other means of communications, free internet access, and first aid, if necessary. In applying this provision, the air carrier shall pay particular attention to the needs of persons with reduced mobility and any person accompanying them, as well as to the needs of unaccompanied children;
 - (4) Subject to the provisions of Sections 10 and 19 hereof, be reimbursed within five (5) days, either by cash, by electronic bank transfer, bank orders or bank cheques, or with the signed agreement of the passenger, in travel vouchers and/or other services of the full cost of the ticket at the price at which it was bought, for the part or parts of the journey not made and for the part or parts already made if the flight is no longer serving any purpose about the passenger's original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity. If payment is made through a credit card, the reimbursement should be credited back to the payor's credit card account within seven (7) days without additional cost to the passenger.
 - (5) Be endorsed to another air carrier without paying any fare difference, at the option of the passenger, and provided that space and other circumstances permit such re-accommodation; or
 - (6) Rebook the ticket without any additional charge. In the case of the multi-sector journey, in addition to the rights and entitlements stated under this section, a passenger shall be entitled to additional compensation at a rate that is equivalent to at least the value of the sector canceled because of the cancellation.
- (b) In case the carrier cancels the flight because of force majeure, safety, and/or security reasons as certified by the CAAP, a passenger shall have the right to:

- (1) Rebook the trip to another trip in the future, subject to the payment of the fare difference, if any;
- (2) Reimbursement of the value of the fare;
- (3) Endorsement to another airline, at the option of the passenger. This provision shall be the minimum entitlement of a passenger in case of cancellation and shall not prohibit the air carrier from granting more favorable conditions or recourses as it may deem appropriate.

SECTION 30. *Rights of Passengers Denied Boarding.* – A passenger who has checked in for a particular flight cannot be denied from boarding the aircraft except for legal or other valid causes such as immigration issues, safety, security, and health concerns. In a case where a passenger is denied boarding because the number of volunteers is not due to overbooking, government requisition of space, downgrading of an aircraft, or legal orders, the flight concerning the affected passenger shall be deemed canceled and the compensation shall be governed by the following rules:

- (a) If the denial of boarding the aircraft is because of overbooking, or aircraft downgrading, the passenger concerned shall be compensated by the provisions of Section 29(a) hereof;
- (b) If the denial of boarding the aircraft is for some legal or justifiable reason relating to the security or safety of other passengers or applicable regulations as sanctioned by the CAAP or legal order of other authorities, the passenger concerned shall be entitled to a refund, rebooking or endorsement to another carrier subject to payment of fare difference or any administrative charges when applicable;
- (c) If the denial of boarding the aircraft is due to government requisition of space, the affected passenger shall be compensated and shall be entitled to the remedies in the preceding paragraph with the cost chargeable against the air carrier subject to reimbursement by the requesting agency if allowed; and
- (d) In the case where a passenger is denied boarding for acting in violation of a law or the contract of air carriage affecting the safety and security of another passenger or crew during the voyage, the such passenger shall not be entitled to any relief provided under this Act.

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

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

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

- (i) For international flights, twenty dollars (USD20) per kilo for checked-in baggage and four hundred dollars (USD400) for hand-carried baggage.
- (ii) For domestic flights, the equivalent amount in pesos shall apply.

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

Once the baggage is declared to be permanently lost in the case of domestic flights, the provisions set in the contract of carriage shall apply in the valuation of lost belongings.

In the case of international flights, the limits set by the Warsaw Convention or the Montreal Convention, whichever is applicable, shall apply. In case checked-in baggage has been off-loaded for operational, safety, or security reasons, the air carrier shall inform the passenger at the soonest practicable time and in such manner that the passenger shall readily know of the off-loading that his/her baggage has been off-loaded and the reason thereof. If the passenger's baggage has been off-loaded, the air carrier shall make the appropriate report and give the passenger a copy thereof, even if it announced that the baggage shall be on the next flight.

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

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

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

SECTION 33. *Compensation for Death and Bodily Injuries.* – (a) In the case of international flights, the rules of the relevant convention shall apply as to compensation for death or bodily injuries sustained by a passenger in the contract of carriage. (b) For domestic flights, the passenger shall be entitled to the compensation subject to the provisions of the contract of carriage or the compensation as provided in the provisions of the relevant convention, in its Philippine currency equivalent, whichever is higher.

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

CHAPTER IV RIGHTS, DUTIES, AND OBLIGATIONS OF THE AIR CARRIERS

SECTION 35. *Prevention of Harm to Passengers and Maintenance of Aircraft.* – An air carrier shall prevent harm and hazard to passengers by ensuring that it follows all regulations on the airworthiness of the aircraft, complies with rules on hazardous materials, protects the passengers from unreasonable harm, and actively responds to harm caused by the aircraft structure, materials, and chemicals.

SECTION 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 to a flight nearing the check-in deadline to facilitate the checking-in of passengers at least an hour before the published ETD.

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

- (a) Republic Act No. 7277 or the Magna Carta for Disabled Persons as amended by Republic Act No. 9442 and its implementing rules and regulations;
- (b) Batas Pambansa Bilang 344 or the Accessibility Law;
- (c) Republic Act No. 7432 as amended by Republic Act No. 9257 and Republic Act No. 9994 or the Expanded Senior Citizens Act of 2010 and its implementing rules and regulations.

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

Air carriers and their agents, in coordination with the agencies charged with protecting the rights and welfare of the abovementioned passengers, shall implement a system allowing this group of persons enough convenient opportunities to comply with aviation requirements and their special needs, facilities, and assistance because of their circumstances throughout the flight.

For this purpose, air carriers shall designate at least one (1) check-in counter dedicated to persons with disabilities (PWDs), senior citizens, persons with special needs, pregnant women, and unaccompanied children between seven (7) and twelve (12) years old.

SECTION 38. *Responsibility of the Air Carrier When the Number of Passengers is Beyond the Capacity of the Aircraft.* – If a certain flight has more ticketed passengers than the allowed capacity of the aircraft because 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 above the actual seat capacity of the aircraft; (b) Announce that the flight is overbooked and that it is looking for volunteers willing to give up their seats in exchange for air carrier compensation;
- (c) Provide the interested passengers or volunteers a list of amenities and offers from which they can choose, which shall always include priority booking in the next available flight and/or cash incentive; and
- (d) In cases 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 required number of volunteers is met. No flight shall be delayed under the settlement of the air carrier's obligation under this section.

SECTION 39. *Duty of the Carrier in the Event of Flight Deviation.* – Flight deviation happens when there is a change in the airport of origin or destination. If such is the case, an air carrier shall provide the necessary transportation to ferry a passenger from the originally-designated airport of departure to the actual airport of departure or from the airport of actual destination to the airport of the originally-designated destination, as the case may be. If because of the deviation, a certain right of a passenger has been violated, the applicable provisions of this Act shall govern the ailment and grant remedies and compensation.

SECTION 40. *Provision of Assistance Desk.* – Air carriers shall provide Customer Service Representatives (CSR) who can address common problems on the spot, which include arranging meals,

hotel rooms, and accommodation for stranded passengers, writing checks for denied boarding compensation, arranging luggage resolutions, and settling other routine claims or complaints. In addition, the CAB shall provide Complaints and Assistance Desks manned by CAB or CAB-deputized personnel in all airports who shall assist passengers, whose rights have been violated, including the filing of the complaint.

SECTION 41. Remedies of the Passengers. – Every passenger whose right provided in this Act is violated shall have the following remedies:

- (a) Go to the CSR of the air carrier at their designated counter. Ask for two (2) copies of the report form and write the nature of the complaint.
- (b) Submit the forms to the CSR and get an acknowledgment receipt. Give one (1) copy to the CSR for processing.
- (c) Give the other copy to the Complaints and Assistance Desk (CAD) of CAB or CAB-deputized personnel at the airport and attach the report form from the air carrier to the report form from the CAB.
- (d) Get acknowledgment receipt of a complaint from the CAB.
- (e) Get a resolution slip from the air carrier's CSR and attach it to the CAB report form and submit it to the CAB-CAD.
- (f) If the case is not resolved, go to the CAB-CAD and report such incident together with documents, and other evidence, to support the claim.

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

SECTION 43. Immediate Reporting of Off-loaded Checked Baggage. – In case checked baggage has been off-loaded for operational, safety, or security reasons, the air carrier shall inform the concerned passenger, at the soonest practicable time and in such manner that the passenger shall readily know of such off-loading and the reason thereof. If the passenger's baggage has been off-loaded, the air carrier shall make the appropriate report and give the passenger a copy thereof, even if it announced that the baggage shall be on the next flight.

CHAPTER V OBLIGATION OF THE CAAP, CAB, AND AIRPORT OPERATORS

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

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

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

CHAPTER VI REMEDIES AND GRIEVANCE PROCEDURES

SECTION 47. *Amicable Settlement.* – A passenger and air carrier shall exhaust all efforts toward settling the dispute amicably by the provisions outlined in this Act. If no amicable settlement is reached, the government, through the CAB, may take cognizance of the case.

CHAPTER VII PENAL PROVISIONS

SECTION 48. *Penalties.* – Any violation of this Act shall be penalized by the pertinent provisions of Republic Act No. 776 or the Civil Aeronautics Act of the Philippines, Republic Act No. 7394 or the Consumer Act of the Philippines, Republic Act No. 9442, Batas Pambansa Bilang 344 and Republic Act No. 9994, as the case may be. Failure on the part of the air carrier to comply with any of the obligations stated in this Act, upon the order of the CAB shall, after due hearing, be a ground for suspension of its franchise or license to operate. Grave and repetitive violations after the lifting of the suspension of its franchise or license to operate shall be a ground for revocation of such franchise or license to operate.

SECTION 49. *Review of Penalties.* – The CAB, in coordination and consultation with the Department of Transportation, 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 for accordance with the law.

CHAPTER VIII FINAL PROVISIONS

SECTION 50. *Implementing Rules and Regulations (IRR).* – Within sixty (60) days from the effectivity of this Act, the CAB shall, in coordination with the Department of Transportation, 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.

SECTION 51. *Congressional Oversight Committee.* – A Congressional Oversight Committee for Air Passenger Rights is hereby constituted by the provisions of this Act. The Committee shall be composed of the Chairman of the Senate Committee on Public Services and the Chairman of the House Committee on Transportation and four (4) additional members from each House to be designated by the Senate President and the Speaker of the House of Representatives, respectively. The Committee shall, in aid of legislation:

- (a) Monitor and ensure the proper implementation of this Act;
- (b) Review the collection performance of the Authority; and
- (c) Review the proper implementation of the programs of the Authority and the use of its collected fund.

In furtherance of these objectives, the Committee is empowered to require the Department of Transportation, DTI, CAAP, and CAB, to submit all pertinent information, including complaints filed by the passengers and the complaints resolved by the air carriers and the CAB.

The Committee shall be in existence for five (5) years, and thereafter, its oversight functions shall be exercised by the Senate Committee on Public Services and the House Committee on Transportation acting separately.

SECTION 52. *Appropriations.* – The Secretary of Transportation and Communications shall immediately include in the Department’s program the needed operational requirement in upholding the enumerated rights in this Act, the initial funding of which shall be charged against the current appropriations for the CAB. Thereafter, such sums as may be necessary for the continued implementation of this Act shall be included in the annual General Appropriations Act.

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

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

SECTION 55. *Effectivity.* – This Act shall take effect fifteen (15) days after its publication in the Official Gazette and in a newspaper of general circulation.

Approved,