



Republic of the Philippines
Department of Transportation
CIVIL AERONAUTICS BOARD



CAB ECONOMIC REGULATION NO. 9, AS AMENDED
Providing for A Bill of Rights for Passengers and Air Carriers Obligations

Chapter I	General Provisions
Chapter II	Right to Be Provided with Accurate Information Before Purchase
Chapter III	Right to Receive the Full Value of the Service Purchased
Chapter IV	Right to Compensation
Chapter V	Administrative Matters
Chapter VI	Final Provisions

CHAPTER I
GENERAL PROVISIONS

Section 1. Title of Resolution. This Resolution shall be known and cited as the “Air Passenger Bill of Rights”.

Section 2. Definition. For the purpose of this Resolution:

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

2.2 “ATIS” means Automatic Terminal Information Service (ATIS) which is an automatic provision of current, routine information to arriving and departing aircraft throughout twenty-four (24) hours or a specified portion thereof, including data link-automatic terminal information service (D-ATIS), which is provision of ATIS via data link and voice-automatic terminal information service (Voice-ATIS), which is provision of ATIS by means of continuous and repetitive voice broadcasts.

2.3 “Baggage” is any personal property carried by the passenger, either by check-in or hand-carry. “Off-loaded Baggage” refers to baggage which has been checked-in but has either not been put in or been subsequently removed from the cargo hold of the air carrier’s aircraft.

2.4 “Cancellation” is the act of calling off a flight. This shall include the following instances:

- (a) Cancellation by the air carrier before the scheduled time of departure (STD) with or without its fault;
- (b) Cancellation by the air carrier after an unduly long delay;
- (c) Cancellation by the passenger holding a ticket under the situations contemplated in Section 12 and Subsection 13.2.

2.5 “Check-in deadline” refers to the point in time before the published STD, as set by the air carrier, on or before which a passenger must present himself/herself to the air

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Page 1 of 27

carrier at the latter's check-in counter, but which in no case shall be less than forty-five (45) minutes before such STD.

The check-in deadline for remote check-in shall be as agreed between the air carrier and the offsite check-in provider.

2.6 "Check-in" is 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 three (3) hours before the STD in international airports in the Philippines and in other local airports designated by the DOTr. This does not preclude air carriers from opening their check-in counters earlier than three (3) hours before the STD to allow more time to process passengers for check-in. In other commercial airports, the check-in period shall start at least one (1) hour before the STD.

Check-in period shall also cover online check-in where air carriers allow ticket-holders/passengers to check-in at least twenty-four (24) hours before the STD.

2.7 "Confirmed Reserved Seat" means a seat on a specific date and on a specific flight and class of service of an air carrier, which has been requested by a passenger, and which the air carrier or its agent has verified, by appropriate notation on the electronic ticket, as being reserved for the accommodation of the passenger.

2.8 "Conjunction ticket" is a ticket issued to a passenger concurrently with another ticket(s) which together constitute a single contract of carriage.

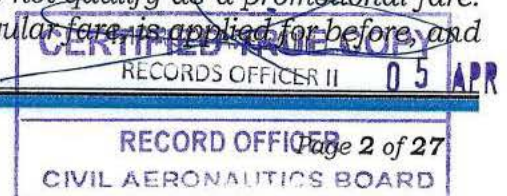
2.9 "Connecting flight" or "flight connection" refers to a subsequent flight providing a passenger onward travel on the same ticket or on a conjunction ticket.

2.10 "Convention" refers to the Convention for the Unification of Certain Rules for International Carriage by Air, also commonly referred to as the 1999 Montreal Convention, or any successor international agreement, convention, or treaty on the carriage of goods or persons by air signed and/or ratified by the Philippines.

2.11 "Delay" is the result of the deferment of a flight to a later time. "Terminal Delay" is a delay that occurs while passengers are still inside the terminal waiting for boarding, while "Tarmac Delay" is a delay that occurs when the aircraft remains on the ground for three (3) hours or more reckoned from the time the aircraft door is closed or from the time the aircraft lands and is parked with no opportunity for passengers to deplane, either before taking off or after landing, due to security and/or safety reasons and such other causes as may be determined by the air traffic and/or airport ramp or ground control.

2.12 "Denied Check-in" takes place when a passenger, who has presented himself/herself for check-in at the appointed area and at the appointed time, is denied or not processed for boarding a particular flight. "Denied Boarding" takes place when a passenger, who holds a confirmed reserved seat, and who has presented himself/herself for carriage at the proper time and place and fully complied with the air carrier's check-in and, if any, reconfirmation procedures, and who is acceptable for carriage under the air carrier's tariff, was not allowed to board the aircraft.

2.13 "Fare" is payment in consideration for the carriage of a passenger. "Regular Fare" is any fare that is offered on a regular basis and does not qualify as a promotional fare. "Promotional Fare", which is generally lower than a regular fare, is applied for before, and approved as such, by the CAB



2.14 "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/or emergency purposes.

2.15 "No-show" is the failure of a 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.

2.16 "NOTAM" means Notice to Airmen or Notice to Air Mission (the definition used by the United States' Federal Aviation Administration). It is a notice containing information concerning the establishment, condition or change in any aeronautical facility, service, procedure or hazard, the timely knowledge of which is essential to personnel concerned with flight operations.

2.17 "Overbooking" is the practice by air carriers of selling confirmed reserved space beyond the actual seat capacity of the aircraft.

2.18 "Passenger" shall refer to a person actually travelling by air. A person who is named in the flight ticket shall be considered a passenger for the purpose of this Resolution.

2.19 "Person with disability" or "PWD" includes 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. PWD described herein shall also refer to disabled persons defined under Republic Act. No. 7277 or the "Magna Carta for Disabled Persons".

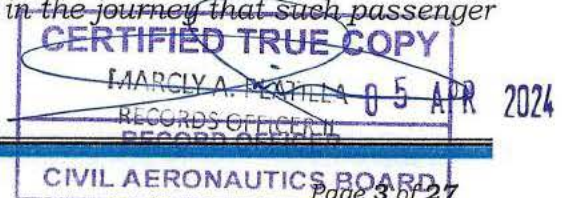
2.20 "Persons requiring special assistance or handling" include persons with a visible temporary physical disability, pregnant women, an unaccompanied minor, and families traveling with child(ren) four (4) years old or younger, at the time of the flight;

2.21 "Refund" shall refer to the reimbursement of the full value of the fare, including unused optional service or ancillary fees charged by the air carrier, and government taxes and charges that are unremitted to the government and the refund is permitted by relevant government regulation. The amount to be refunded should cover the full fare paid minus charges for services already used by the passenger.

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

2.23 "STD" means Scheduled Time of Departure.

2.24 "Self-connection" or "self-transfer" is a practice where a passenger, on his own, purchases separate tickets under separate reservations to a destination via multiple points without the knowledge of the airlines involved in the journey that such passenger holds multiple tickets.



2.25 "Senior citizen" refers to any resident citizen of the Philippines at least sixty (60) years old. Passengers may be asked to present identification documents, in line with Republic Act No. 9994, otherwise known as the Expanded Senior Citizens Act of 2010, and its Implementing Rules and Regulations, in order to avail of benefits and privileges reserved for senior citizens.

2.26 "Standby list" refers to a list of potential passengers who, shortly before departure, may be assigned the seats of confirmed passengers who have failed to appear.

Section 3. Scope. This Resolution shall apply to all aspects of contracts of carriage for flights or portions of a flight into, from, and within the territory of the Philippines operated by Philippine air carriers, and flights or portions of a flight from the territory of the Philippines operated by foreign air carriers.

Provided that the compensation rules shall not apply to Philippine air carriers flying into the territory of the Philippines, if the laws of the country of origin provide similar or higher compensation. Otherwise, these rules shall apply in full.

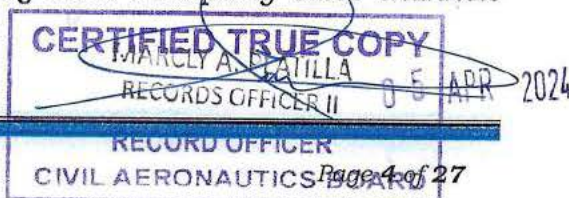
CHAPTER II:

RIGHT TO BE PROVIDED WITH ACCURATE INFORMATION BEFORE PURCHASE

Section 4. Right to Full, Fair, and Clear Disclosure of the Service Offered and All the Terms and Conditions of the Contract of Carriage. Every passenger shall, before purchasing any ticket for a contract of carriage by the air carrier or its agents, be entitled to the full, fair, and clear disclosure of all the terms and conditions of the contract of carriage about to be purchased. The disclosure shall include, among others, documents required to be presented at check-in, provisions on check-in deadlines, refund and rebooking policies, and procedures and responsibility for delayed and/or cancelled flights. These terms and conditions may include liability limitations, claim-filing deadlines, and other crucial conditions.

4.1 An air carrier shall cause the disclosure under this Section to be printed on or attached to the passenger ticket and/or boarding pass, or the incorporation of such terms and conditions of carriage by reference. Incorporation by reference means that the ticket and/or boarding pass shall clearly state that the complete terms and conditions of carriage are available to the passenger, upon his/her request, for perusal and/or review on the air carrier's website, or in some other document that may be sent to or delivered by post, electronic mail or, if used by the air carrier and passenger, through instant messaging applications (e.g. Viber, Whatsapp, Telegram, Messenger).

4.2 The air carrier must also ensure that passengers receive an explanation of key terms identified on the ticket from any location where the carrier's tickets are sold, including travel agencies, booking platforms or websites of the air carrier's official travel partners. In case of online bookings, the air carrier must establish a system wherein the purchaser is fully apprised of the required disclosures under this Section. Provided that, for third-party sales channels that are not official travel partner/s of the air carrier, the air carrier shall exert reasonable efforts to obtain compliance by such third-party sales channels with the requirements of this Section.



4.3 Aside from the printing and/or publication of the above disclosures, the same shall likewise be verbally explained to the passenger by the air carrier and/or its agent/s in English and Filipino, or in a language that is easily understood by the purchaser. Provided that, a passenger requesting for an explanation in another language must make it known to the airline and give the airline ample time to find a translator, placing emphasis on the limitations and/or restrictions attached to the ticket.

4.4 The key terms of a contract of carriage, which should include, among others, the rebooking, refunding, baggage allowance, and check-in policies, must be provided to a passenger and shall substantially be stated in the following manner and, if done in print, must be in bold letters:

(English)

“NOTICE:

The ticket that you are purchasing is subject to the following conditions/restrictions:

1. _____
2. _____
3. _____

Your purchase of this ticket creates a binding contract that is subject to the terms and conditions attached to the ticket and of the flight. Depending on the fare rules applicable to your ticket, non-use of the same may result in forfeiture of the fare or may subject you to the payment of penalties and additional charges if you wish to change or cancel your booking.

For more choices and/or control in your flight plans, please consider other fare types.”

(Filipino)

“PAALALA:

Ang tiket na ito ay binili niyo nang may mga kondisyon/restriksyon:

1. _____
2. _____
3. _____

Sa pagpili at pagbili ng tiket na ito, kayo ay sumasang-ayon sa mga kondisyon at restriksyon na nakalakup dito, bilang kontrata ninyo sa air carrier. Depende sa patakarang angkop sa inyong tiket, ang hindi paggamit nito ay maaaring magbunga ng pagwawalang bisa ang inyong tiket o sa paniningil ng karaadagang bayad kung nais ninyong baguhin o kanselahin ang inyong tiket.

Para sa mas maraming pagpipilian at malawak na control sa inyong flight, inaanyayahan kayong bumili ng iba pang klase ng tiket galing sa air carrier.”

4.5 Any violation of the aforestated provisions shall be grounds for the denial of subsequent applications for approval of promotional fare, or for the suspension or recall of the approval made on the advertised fare/rate.



4.6 Passengers, travel agents, and third persons booking for a passenger must ensure that they provide the necessary accurate contact information of the passenger such as mobile numbers, email address and postal address to the air carrier. If the contact details provided is that of a travel agency or the third person, notice sent by the air carrier to the travel agency or the third person shall be considered as compliance to this Subsection. Provided, that in the absence of any contact information, the air carrier shall not be held liable for inability to provide notices required to be issued to passengers under this Resolution; provided, further that, passenger contact information obtained by an air carrier from the passenger, a travel agency or third person may only be used by the air carrier to contact the passenger in case of delays, cancellations, or irregular operations and not for commercial and/or marketing purposes provided, finally, that the obligations herein shall not apply to passenger contract information which is:

- (a) in the possession of the air carrier with the right to use such information for commercial and/or marketing purposes prior to the air carrier's receipt thereof from the travel agency or third person, as evidenced by records predating the date of disclosure by the travel agency or third person to the air carrier; or
- (b) independently received by the air carrier from a third party with no restrictions on the use thereof for commercial and/or marketing purposes.
- (c) received by the air carrier directly from the passenger with passenger's express consent allowing the air carrier to use the information for commercial and/or marketing purposes.

Section 5. Right to Clear and Non-Misleading Advertisement of, and Important Reminders Regarding Fares. Advertisements of fare shall be clear and not misleading.

5.1 Major restrictions, such as those on rebookability or refundability, which may be attached to certain fare types, shall be disclosed in full and in such a way that the passenger may fully understand the consequences of purchasing such tickets and the effect of non-use thereof.

5.2 Every air carrier causing the publication of fare advertisements in any medium, shall likewise disclose the following:

- (a) Conditions and restrictions attached to the fare type;
- (b) Refund and rebooking policies, if any;
- (c) Baggage allowance policies;
- (d) Government taxes and fuel surcharges;
- (e) Other mandatory fees and charges;
- (f) Contact details of the air carrier (i.e. phone number, website, e-mail, etc.); and
- (g) Other information necessary to apprise the passenger of the conditions and the full/total price of the ticket purchased.

Provided, that in case of promotional fares, the following additional information shall be included:

- (h) Number of seats offered on a per sector basis;
- (i) The duration of the promo; and



(j) The CAB Approval No. of Fares.

Provided, further, that, where there are differing conditions, such as fuel surcharge in relation to the points of destinations or origin, the advertisements of these air carriers may provide only the range thereof and not the actual surcharge of each route.

Section 6. Right Against Misleading and Fraudulent Sales Promotion Practices.

Consistent with the declared policy of the State to protect the interests of the consumers, which includes protection from misleading and fraudulent sales promotion practices, all sales promotion campaigns and activities of air carriers shall be carried out with honesty, transparency and fairness, and in accordance with the requirements of the Consumer Act of the Philippines, and its Implementing Rules and Regulations.

Section 7. On Time Performance Information.

Person(s) searching for, booking, and/or purchasing ticket(s) for a flight(s) must have ready and easy access to the On-Time Performance (OTP) information of such flight(s) during all steps of the shopping, booking, and/or purchasing process regardless of the channel being used to search for, book, and/or purchase such flights or ticket(s) (i.e., the air carrier's booking engine hosted on the air carrier's website, mobile app, telephone, or other sales channel controlled by the air carrier; an air carrier general sales agent; an online and/or brick and mortar travel agency or consolidator; a global distribution system (GDS)/ computer reservations system (CRS); etc.); provided, however, that for third party sales channels not under the direct control of the air carrier the foregoing requirement shall be subject to whether it is technically or commercially feasible to do so.

The required per-flight OTP information shall be provided electronically by air carriers to the Board in accordance with a submission schedule and format prescribed by the latter. The Board shall process the OTP information so as to enable air carriers to access and display/relay/make available such information to passengers during the search, booking, and/or purchasing process. The Board and air carriers shall likewise make per-flight OTP information accessible by the general public through their respective website(s) and/or mobile application(s).

For shopping or sales performed through live/in-person agent(s), regardless of the channel being used, air carriers shall issue an advisory instructing such agent(s) to inform customer(s) of the OTP of the customer's favored or chosen flight(s), at the latest, prior to ticket purchase.

For purposes of advertisements of specific flight(s) and/or route(s) and regardless of whether the advertisement is in print, online or in any other medium, the air carrier shall provide a link in the advertisement where the OTP information of the flight(s) is available.

The foregoing requirements shall apply to foreign air carriers operating flights to/from the Philippines with respect to the foreign air carrier's outbound flights from the Philippines.

The OTP information required to be made available shall consist of a flight's aggregate arrival OTP during the immediately preceding month. Arrival OTP is determined by recording the time of chocks-on upon arrival. If the actual arrival time is up to fifteen (15) minutes past the original scheduled arrival time, the flight shall still be considered as arriving on time. The OTP information, as displayed, shall include a notice that the information pertains to the flight's OTP for the immediately preceding month. An air carrier may incorporate such other notices or information in respect of the displayed OTP information as it deems appropriate.



The Board, in consultation with the air carriers, shall set a realistic and practical schedule for the step-by-step implementation of this Section.

**CHAPTER III
RIGHT TO RECEIVE THE FULL VALUE OF THE SERVICE PURCHASED**

Section 8. Right to Transportation and Baggage Conveyance. Every passenger is entitled to transportation, baggage conveyance and ancillary services, in accordance with the terms and conditions of the contract of carriage with the air carrier. Thus, any violation of the terms and conditions of the contract of carriage due to the fault or negligence of the air carrier shall entitle the passenger to compensation or alternative arrangements, as provided in this Resolution, which are acceptable to the passenger.

Section 9. Right to be Processed for Physical Check-in at an Airport. In accordance with the usual air carrier procedures, a passenger holding a confirmed ticket, whether promotional or regular, with complete documentary requirements, and who has complied with the check-in procedures, shall be processed accordingly at the check-in counter within the check-in deadline. The air carrier shall, therefore, and subject to certain limitations, such as but not limited to, infrastructure or space constraints, clearly designate the boundaries of its assigned check-in area/s or counter/s.

A passenger within the air carrier's designated check-in area as herein defined at least one (1) hour before the published STD shall not be considered late or a no-show, and shall not be denied check-in. The air carrier shall exert utmost diligence in ensuring that passengers within the cordoned or other designated check-in area and/or lined up at the check-in counters are checked in for their flights before the check-in deadline.

A passenger who is late in accordance with the preceding paragraph may be denied check-in and directed to a standby or rebooking counter, as the case may be, for proper processing.

If the passenger denies being late for check-in, the air carrier must be able to present to the passenger proof, including but not limited to, sworn-statement of airport staff, closed-circuit television (CCTV) monitor recordings, subject to relevant data privacy laws and data retention periods, processing or number slips issued at the entrance of the check-in area, and other applicable or available means, that the latter failed to appear within the prescribed time for the check-in procedure.

This provision shall also apply to passengers who availed of kiosk check-in operated by the air carrier. For purposes of this Section, the area where the kiosk check-in is located shall be considered part of the check-in area.

Any dispute under this Section shall be resolved by the air carrier on-site.

9.1 An air carrier may deny a passenger from check-in if he/she is suffering from/experiencing any medical condition that may threaten the safety of or cause serious inconvenience to other passengers on the flight unless the passenger presents a medical certification from the passenger's doctor attesting that he/she is safe to travel by air. If the air carrier accepts the medical certification of the passenger, the airline may require the passenger to sign a waiver of the air carrier's liability for any injury/death to the passenger caused by the ailment.

Notwithstanding the presentation of the medical certification by the passenger, the air carrier may require the passenger to undergo a medical examination by an appropriate medical professional of the air carrier or the airport. If the medical professional determines that the passenger is not fit to fly, the air carrier shall deny the passenger check-in.

Section 10. Right to Sufficient Processing Time. Passengers shall be given enough time before the published STD within which to go through the check-in and final security processes. For this purpose, air carriers operating in international airports and in others designated by the DOTr shall open their check-in counters in such airports at least three (3) hours before the STD. This does not preclude air carriers from opening their check-in counters earlier than three (3) hours before STD to allow more time to process for check-in. In other commercial airports, air carriers shall open their check-in counters at least one (1) hour before the STD.

Passengers who opt to check-in online or remotely, in accordance with the air carrier's online check-in requirements and procedures, must be at the airport and within the carrier's check-in area, for purposes of the flight, at least one (1) hour for international flights, and forty-five (45) minutes for domestic flights before the STD to allow enough time for completion of other check-in processes, such as, but not limited to, baggage drop, security check, and immigration check, as may be applicable. Bag drop counters, for passengers checked-in online, shall close forty-five (45) minutes before the STD for domestic flights and one (1) hour before the STD for international flights.

10.1 Air carriers operating in international airports and in other airports designated by the DOTr shall exert reasonable efforts to prioritize the check-in of passenger/s whose flight is nearing the check-in deadline set by the air carrier for the flight. Air carriers shall ensure that passenger/s are informed of the check-in deadline(s) for their flight(s).

10.2 To ensure that PWDs and senior citizens shall have equal access to air transportation services, air carriers shall at all times and in all instances adhere to the mandate of Republic Act No. 7277 or the "Magna Carta for Disabled Persons", the provisions of Republic Act No. 9994 or the "Expanded Senior Citizens Act of 2010", and other related laws. Accordingly, an air carrier shall designate at least one (1) check-in counter which will prioritize PWDs, senior citizens, and persons requiring special assistance or handling. If this is not practicable, the air carrier shall instead provide for priority handling and processing of such passengers. The air carrier shall likewise coordinate with the appropriate authorities for the use of proper airport equipment, entryways, and/or aerobridges, as the case may be, when the same are available, to facilitate transactions, movement, boarding, and/or disembarkation of PWDs, senior citizens, and/or persons requiring special equipment, at the airport.

PWD, senior citizen, a person requiring special assistance or handling shall be permitted to use the designated check-in counter(s) mentioned in the preceding paragraph, provided, that a PWD, senior citizen, or person requiring special assistance or handling may not be accompanied by more than one companion, unless circumstances warrant otherwise, such as:

- (a) When two or more companions are needed to provide assistance or care;
- (b) When there is no queue at the designated check-in counter, more than one companion may be accommodated to expedite processes;
- (c) For check-in purposes, when the booking was made as a group consisting of

- immediate family members and non-family member(s) acting as household service workers, or similar for the PWD, Senior Citizen, person requiring special assistance, as reflected in the air carrier's reservation or booking records; and
- (d) Such other reasonable circumstances, provided they shall not cause undue delay or disrupt normal or orderly procedures.

The companion/s named above shall also be accommodated at the designated check-in counter mentioned in the preceding paragraph.

It is the duty of an air carrier or its authorized agent to inform its passengers if additional costs will be incurred for the use of facilities designed for passengers needing special assistance in airports located in other countries.

It is the responsibility of a PWD or a person requiring special assistance or handling to declare his/her need for special assistance or handling to the air carrier, upon booking his/her flight. If such a person fails to do so, the air carrier may not be held liable for any services it was not able to provide such passenger and/or for any additional costs incurred for the use of special assistance facilities.

Section 11. Right to Board Aircraft for the Purpose of Flight (Overbooking, and Denied Boarding at Check-in or at the Gate). A passenger checked in for a particular flight has the right to board the aircraft for the purpose of flight, except when there is legal or other valid cause, such as, but not limited to, immigration issues, safety and security, health concerns, non-appearance at the boarding gate at the appointed boarding time, or government requisition of space as provided for in Subsection 11.3. Other than these causes, no passenger may be denied boarding without his/her consent.

11.1 Overbooking, as a globally recognized industry practice, resulting in denied boarding at the gate or during check-in, may be allowed provided that the air carrier shall:

- (a) announce that the flight is overbooked;
- (b) ask for volunteers who are willing to give up their seats in exchange for compensation/ amenities offered by the air carrier;
- (c) if there is no or an insufficient number of volunteers, the air carrier may, in accordance with paragraphs (d) and (e), deny boarding to such a number of passenger/s as may be necessary. In such instance, the air carrier shall offer the passenger/s, the choice of either the air carrier's most recent offer or, the foregoing denied boarding offer:
- (i) the carrier shall pay to the passenger the higher of either the full value of the fare, including taxes and surcharges, and optional service items or an amount of Five Thousand Pesos (5,000.00 Php) for domestic and Ten Thousand Pesos (10,000.00 Php) for international flights; and
- (ii) to be prioritized in the next flight operated by the air carrier or endorsed to another air carrier, provided that space and other circumstances permit such accommodation; and
- (iii) if necessary, provide hotel accommodation (e.g. overnight delay) or access to an airport lounge, if available;



If the passenger refuses or fails to indicate his/her choice, the air carrier shall compensate the passenger in accordance with either the air carrier's most recent offer or the denied boarding Offer.

(d) Where volunteer/s willing to give up their seat/s in an overbooked flight is not enough the following boarding priority shall apply:

- (i) Unaccompanied minors;
- (ii) Senior Citizens, PWD and their companion/s;
- (iii) Passengers travelling with children under four (4) years old;
- (iv) Passengers with scheduled non-elective medical procedures;
- (v) Passengers who were previously denied boarding on the same ticket;
- (vi) Passengers who have outward connecting flights.

(e) Once the air carrier has identified passengers from the boarding priority list, and ensured that these passengers will be able to board, the air carrier may proceed to deny boarding from among the remaining passengers.

(f) Overbooking shall not exceed ten percent (10%) of the total seat capacity of the aircraft to be used for the flight, otherwise the air carrier is considered to be acting in bad faith; and

(g) This Subsection 11.1 shall not apply to a change of aircraft to a smaller aircraft that causes displacement of passenger/s.

11.2. The air carrier may place a passenger on a standby list, provided the following conditions are met:

- (a) The passenger is informed that his/her seat is not yet confirmed and accepts the same;
- (b) As a standby passenger, he/she may board on his/her intended flight or the air carrier's next available flight, which shall not exceed two (2) immediately succeeding flights from the intended flight.

In case the passenger is not flown within the next two (2) immediately succeeding flights he/she may refund or rebook his/her ticket without additional charges or penalty.

11.3. Government agencies and/or officials wanting to acquire aircraft space for official government purposes shall submit a written request to the CAB at least forty-eight (48) hours prior to the intended flight schedule or the earliest possible time in extraordinary cases justifying the requisition. The CAB, shall then make the request to the air carrier concerned, detailing:

- (a) The number, identities, and affiliation of the person(s) requesting for space;
- (b) The date and time (if applicable) of the flight; and
- (c) The destination.

Should government requisition result in passengers having to forego their confirmed space, the air carrier shall look for volunteers in accordance with Subsection 11.1. Provided that, the air carrier shall have the right to claim from the requesting government entity at the highest fare level of the seats requisitioned by the latter.

11.4 The settling of the compensation for passengers pursuant to this Section shall not be an excuse for the undue delay of the flight's STD.

**CHAPTER IV
RIGHT TO COMPENSATION**

Section 12. Right to Compensation and Amenities in Case of Cancellation of Flight or Change of Aircraft that causes a Displacement of Passengers.

12.1 In case of a flight cancellation or aircraft change made more than seven (7) calendar days prior to the STD which results in the displacement of a passenger/s, an affected passenger/s shall have the right to:

- (a) Be notified of the cancellation in a timely manner via public announcement, written/published notice or flight status update service (text, email, or other means of communication); and
- (b) Receive a refund of the full value of the fare, including taxes and surcharges that are unremitted to government and where refund is permitted by relevant government regulation, and optional service or ancillary fees of the sector cancelled, or both/all sectors, in case the passenger decides not to fly the ticket or all the routes/sectors. In no case shall the air carrier charge the passenger a cancellation or similar fee as part of such refund; or, at the passenger's option;
- (c) Be rebooked by the air carrier to an available flight operated by the air carrier, in which case, the fare difference may apply. However, in no case shall the air carrier charge the passenger a rebooking or other fee for the first rebooking made by the passenger.

12.2 In case of flight cancellation or change of aircraft made seven (7) calendar days or less from the STD caused by force majeure or reason(s) not attributable to the air carrier¹, which results in the displacement of a passenger/s, an affected passenger/s shall have the right to:

- (a) Be notified in a timely manner via public announcement, written/published notice or flight status update service (text, email, or other means of communication). The air carrier shall have the duty to inform and clearly explain to the affected passenger/s the reason for the cancellation or change of aircraft. The air carrier shall also immediately notify the Board of the aforementioned cancellation or change of aircraft. Mere pronouncement that the flight has been cancelled or that the change of aircraft is due to force majeure or for reasons not attributable to the air carrier shall not be substantial compliance with the aforementioned requirement; and
- (b) If the flight is cancelled twenty four (24) hours or less from STD, be provided with, if the circumstances permit, and the passenger is already at the airport to check-in or is already checked-in at the time of the announcement of the flight cancellation or change of aircraft, the following: (1) sufficient refreshments or

¹ Circumstances as annexed hereto is a non-exhaustive list of circumstances considered as force majeure or causes attributable to the air carrier, for purposes of this Resolution.

meals (e.g., snacks consisting of at least a bottle of water and a sandwich, or breakfast, lunch, or dinner, or a voucher for the same, as the case may be); (2) reasonable assistance to passenger/s in the form of the air carrier coordinating with hotels or ground transportation providers on behalf of a passenger (cost for such lodging and/or ground transportation shall be on the account of passenger/s), (3) free phone call, internet access, and (4) first aid, if necessary.

Without diminishing, in any way, the air carrier's responsibilities provided above, airport authorities and operators are also encouraged to provide reasonable assistance to affected passenger/s.

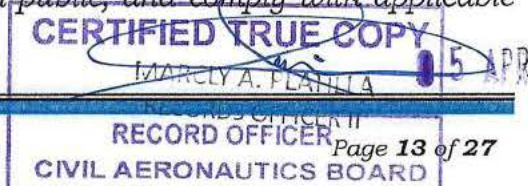
In addition to the amenities provided under this Subsection an affected passenger/s shall also be entitled to choose one of the following options:

- (c) Within the validity period of the passenger's ticket or thirty (30) calendar days from the date of the first flight stated therein, whichever period is longer:
 - (i) Receive a refund of the full value of the fare, including taxes and surcharges that are unremitted to government, where refund is permitted by relevant government regulation, and unused optional service or ancillary fees of the sector cancelled, or both/all sectors, in case the passenger decides not to fly the ticket. In no case shall the air carrier charge the passenger a cancellation or similar fee as part of such refund; or
 - (ii) At the passenger's request, be rebooked by the air carrier to an available scheduled flight operated by the air carrier on the same sector and class of service as the passenger's original ticket. If the first rebooking is made on an available flight departing thirty (30) calendar days or less from the departure date of the first flight in the passenger's ticket, any fare difference, rebooking or other fee will not apply. However, if the first rebooking is made on an available flight departing in excess of thirty (30) calendar days from the departure date of the first flight in the passenger's ticket, any fare difference, rebooking or other fee may apply. This rule shall apply mutatis mutandis to the first rebooking of any or all subsequent flights contained in the passenger's original ticket.

For purposes of clarity, any subsequent rebooking made by a passenger after the first flight rebooking made under Subsections 12.1 (c), 12.2 (c) (ii), or 12.15 may be subject to any fare difference, rebooking or other fee/s.

- (d) Be booked by the air carrier on a special replacement flight organized and/or operated by the air carrier, at no additional cost to the passenger/s.

For the purpose of determining which passenger will be accorded priority with respect to non-displacement from a flight affected by a change of aircraft that results in the displacement of some but not all passengers, the air carrier shall comply with Subsection 11.1 (d). With respect to the remaining passengers, an air carrier may establish such criteria as it deems appropriate, provided that such criteria must not unduly discriminate against categories of passengers, must be transparent and made readily available to passengers and the general public, and comply with applicable laws and regulations.



An air carrier shall ensure that the transportation of a passenger/s under this Subsection 12.2 begins no later than thirty-six (36) hours from the cessation of the event of force majeure or the reason(s) not attributable to the air carrier that caused the cancellation of the passenger's original flight.

Any unresolved controversy arising under this Subsection may be brought before the Board.

12.3 If the flight cancellation or a change of aircraft that leads to a displacement of passenger/s is made seven (7) calendar days or less from the STD and is due to a cause other than force majeure, in addition to the rights to be notified under Subsection 12.2 (a), to receive amenities under Subsection 12.2 (b), to avail of hotel accommodation in accordance with Subsection 12.3 (a), an affected passenger/s is also allowed to choose one among the options listed in Subsection 12.2 (c)(i), Subsection 12.2 (c)(ii) (as modified by Subsection 12.15, on a rebooking made under this Subsection 12.3), Subsection 12.2 (d), and Subsections 12.3 (b), (c), (d), (e).

- (a) If the flight is cancelled twenty-four (24) hours or less from STD and the passenger/s is already at the airport to check-in or is already checked-in for the flight, the air carrier shall provide hotel accommodation (conveniently accessible from the airport) and transportation from the airport to the hotel and v.v.; and
- (b) Be endorsed by the air carrier to either an available flight operated by a third-party air carrier, or a trip operated by a non-air transportation provider, or a combination of the two, pursuant to a flight interruption manifest or other arrangement between the carriers, without the passenger/s paying any fare difference or other fee; or
- (c) Have the air carrier purchase a one-way ticket for the cancelled sector directly from a third-party air carrier(s), subject to compliance with all of the following conditions:
 - (i) Available space and other circumstance permit such re-accommodation on the third-party air carrier's flight(s); and
 - (ii) The third-party air carrier's flight(s) is scheduled to arrive at the passenger's point of destination not less than four (4) hours earlier than the scheduled time of arrival of the air carrier's next available scheduled flight or, if offered by the air carrier, a special replacement flight; and
 - (iii) If the passenger's original ticket on the air carrier is a round-trip or multi-sector ticket, the total cost of the one-way ticket(s) on the third-party air carrier(s) is not more than the full value of both/all sectors of the ticket, including taxes, fees, surcharges, and optional service items; or
 - (iv) If the passenger's original ticket on the air carrier is a one-way or single sector ticket, the total cost of the one-way ticket on the third-party air carrier is not more than twice the full value of the ticket, including taxes, fees, surcharges, and optional service items; or
- (d) Have the air carrier purchase replacement one-way ticket(s) for the cancelled sector directly from a third-party air carrier(s) and non-air transportation provider(s) or solely from a non-air transportation provider(s), subject mutatis mutandis to the conditions stated in Subsection 12.3 (c) (i) to (iv).

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- (e) If an air carrier is unable to offer reasonable alternative transportation under the above Subsections, a passenger may, with the air carrier's consent, which consent shall not be unreasonably conditioned, delayed, or withheld, directly purchase a replacement one-way ticket from a third-party air carrier and/or non-air transportation provider and/or a combination of both subject to later reimbursement by the air carrier to the passenger of the full value, including taxes and surcharges, of the purchased one-way ticket(s).

The air carrier may set such reasonable conditions and limitations on the passenger's purchase as it may determine, provided that such conditions or limitations are not stricter than those stated in Subsection 12.3 (c), (i) to (iv) above. In addition, the procedure, timeline, as well as supporting documents required of the passenger to claim and receive reimbursement from the air carrier, must be reasonable under all circumstances.

12.4 A refusal by an air carrier to consent to an eligible passenger's use of the option granted under Subsection 12.3 (e) shall not necessarily prevent the passenger from using the said option and claiming later reimbursement from the air carrier, provided that the passenger, upon a complaint duly filed with the Board, is able to prove that the air carrier unreasonably conditioned, delayed, or withheld its consent to or otherwise failed to comply with another option previously and properly chosen by the passenger and that the amount sought as reimbursement is reasonable under the circumstances.

12.5 An air carrier may pre-select an option for a passenger/s (e.g., following a flight cancellation, the air carrier may automatically rebook the passenger on the next available flight or a special replacement flight being organized by the air carrier) and timely inform the passenger/s thereof, provided, however, that, in all such cases, the air carrier must also simultaneously and expressly inform the passenger/s of the following:

- (a) The passenger/s has a right to reject or refuse the air carrier's pre-selected option;
- (b) If the passenger/s rejects or refuses the air carrier's pre-selected option, the air carrier has a duty to discuss and explore with the passenger/s the availability of other options; and
- (c) If other option(s) are found to be available, to offer such other option(s) to the passenger/s; and
- (d) Disclosure of all options provided under Section 12 of this Resolution.

The air carrier shall allow the passenger/s a reasonable amount of time to accept or reject the option pre-selected by the air carrier. If the passenger/s fails to expressly accept or reject the air carrier's pre-selected option on the deadline set by the air carrier, the passenger/s will be deemed to have accepted the pre-selected option originally offered by the air carrier.

12.6 To the extent possible, an air carrier shall ensure that optional service item(s) purchased by a passenger/s as part of their original ticket are included in the replacement one-way ticket(s). If it is not possible to do so, the air carrier must refund the cost of such optional service items to the passenger/s in accordance with Section 19.

12.7 For flight cancellations occurring under Subsection 12.3, and in accordance with Subsection 13.4, if a passenger/s with a connecting flight on the same ticket or a

conjunction ticket, misses his/her flight connection, the air carrier shall, at its sole cost and expense, make the necessary flight rebooking or other alternative arrangement, to allow the passenger/s to reach his/her destination.

12.8 Refunds shall be made by an air carrier to the original form of payment; provided, however, that, if a refund to the original form of payment is no longer possible, the air carrier shall nevertheless accomplish the refund using other practicable means that may be agreed upon between the air carrier and the person entitled or authorized to receive the refund.

An air carrier may verify whether a person filing a refund request is entitled and/or authorized to file for and/or receive the refund. An air carrier may deny a refund request if it is unable to verify to its reasonable satisfaction that the person filing the refund request is authorized to file the same. In all cases, a refund shall only be made to the person entitled or authorized to receive the same.

An air carrier may require person(s) filing a refund request to provide such information or documentation as the air carrier may reasonably require, allowing it to substantiate the person's authority to file the refund request and/or receive the same.

A person who deems a refund request to have been unreasonably denied or delayed by an air carrier may file a complaint with the Board.

12.9 If an air carrier makes a refund converted to the form of a credit to a travel wallet (or similar) or miles to a mileage account (or similar) under the control of the air carrier, the credit or miles deposited as refund shall remain valid for the lifetime of the named account holder of such travel wallet or mileage account.

12.10 Unless otherwise agreed between the air carrier and the passenger/s, the air carrier shall ensure that only the portion of the passenger's ticket coupon corresponding to the cancelled flight sector is cancelled and that the ticket(s) for all remaining flight sectors not otherwise adversely affected by the cancellation remain valid and usable by the passenger/s.

12.11 For purposes of clarity, replacement ticket(s) under this Section 12 may include stop-overs, flights operated by multiple air carriers, and/or transportation combining air and other mode(s) of transportation.

12.12 Nothing shall prevent an air carrier from providing amenities and/or options to passenger/s that are better or more generous than those required hereunder.

12.13 An air carrier shall ensure that the flight(s) or trip(s) offered to the passenger/s under Subsection 12.2 (c) (ii), Subsection 12.2 (d), or Subsections 12.3 (b), (c) or (d) is the earliest available flight(s) or trip(s).

12.14 An air carrier shall not refuse to rebook a passenger affected by a flight cancellation under Subsection 12.2 for as long as the request is to rebook on a flight departing thirty (30) calendar days or less from the departure date of the first flight in the passenger's ticket and seats, regardless of fare class, are available for booking and sale on the requested flight.

For a rebooking requested by a passenger under Subsection 12.3, the thirty (30) calendar days distinction in Subsection 12.2 (c) (ii) will not apply. Thus, regardless of the departure

date of the flight requested by the passenger to rebook into, no fare difference, rebooking or other fee shall apply to the first rebooking. An air carrier shall not refuse the request to rebook if, at the time it is made, seats, regardless of fare class, are available for booking and sale on the requested flight.

For purposes of clarity, a request to rebook must be to the same sector and class of service as the passenger's original ticket.

12.15 Notwithstanding anything to the contrary in this Resolution, a next available flight or trip may include a flight or trip scheduled to depart or arrive up to two (2) calendar days earlier than the time of departure or arrival of the passenger's original flight.

12.16 This Section 12 shall take effect sixty (60) calendar days from the date this Resolution becomes effective.

Section 13. Right to Compensation and Amenities in Case of Flight Delay, Forced Downgrade, and Exceptions Thereto.

13.1 In case of Terminal Delay of at least two (2) hours after the STD, whether or not attributable to the air carrier, a passenger shall have the right to be provided with refreshments or meals (sufficient snacks, breakfast, lunch, or dinner, as the case may be), free phone calls, text, internet access, and first-aid, if necessary.

13.2 In case such Terminal Delay extends to at least four (4) hours after the STD, for causes attributable to the carrier, the flight may be treated by a passenger as cancelled for the purpose of making available to the passenger the rights and amenities required to be provided in case of actual cancellation, as provided for in Section 12. Passengers who choose to continue with the flight shall be given the following:

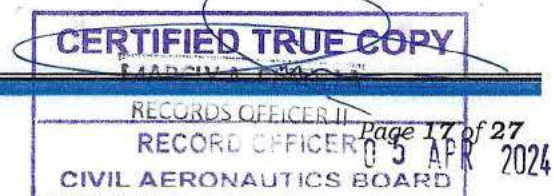
- (a) compensation equivalent to at least the value of the sector delayed to be paid in the form of cash or voucher, at the discretion of the air carrier; and
- (b) The right to board the flight if it takes place more than four (4) hours after the STD. For this purpose, the air carrier is obliged to exert all efforts to contact the passenger for the flight.

For purposes of clarity, a passenger who does not initially choose to treat a flight as cancelled does not lose the right to do so at a later time, unless he/she already availed of the entitlements under this Subsection 13.2.

13.3 Tarmac delays shall be governed by the provisions of the Guidelines in Deplaning of Passengers and Promoting their Convenience on occasion of long Tarmac Delays, including any amendment, revision or successor thereto.

13.4 If a passenger/s with a connecting flight, whether on the same ticket or a conjunction ticket, misses his/her flight connection due to the air carrier's fault, the air carrier shall, at its sole cost and expense, make the necessary flight rebooking(s) or other alternative arrangement(s) in accordance with the provision of Subsections 12.3 (b), (c), (d), or (e) to allow the passenger/s to reach his/her destination.

For avoidance of doubt, the provisions of this Subsection 13.4 shall not apply to passenger/s traveling on separate tickets performing a self-connection/self-transfer.



Section 14. Class Downgrade and unavailable Cabin Facilities and Services. A passenger who is forcibly downgraded from the original class of service booked shall be entitled to receive, as refund, the fare difference and, as penalty, an amount equal to fifty-percent (50%) of the fare difference. In calculating the fare difference, an air carrier shall use the actual fare paid by the passenger (including all taxes, fees, surcharges, and optional service items) and the average of all airfares (excluding taxes, fees, surcharges, and optional service items) on the class of service the passenger is downgraded to. In no event shall the penalty paid by an air carrier in the foregoing be less than Five Thousand Pesos (5,000.00 Php).

Air carriers shall be responsible to passenger/s for failure/s to provide an in-flight facility or service normally and customarily provided to passenger/s as part of the air carrier/s in-flight product on a particular cabin class. Compensation hereunder will be payable to passenger/s in accordance with the condition/s set by the air carrier/s. Within thirty (30) calendar days from the coming into effect of this Resolution, air carriers shall file with the Board the relevant portion/s of their in-flight service or similar manual/s stating the condition/s under which compensation for failure to provide an in-flight facility or service to a passenger/s becomes payable, the type/s of compensation allowed to be paid, and the mechanism/s for payment thereof. The Board may, in the exercise of its reasonable discretion and after due notice and hearing, nevertheless set minimum standards and rules for compensation by an air carrier/s to passenger/s for failure/s by the former to provide an in-flight facility or service normally and customarily provided as part of the air carrier/s in-flight product on a particular cabin class.

Section 15. Acceptance of an Option/Compensation/Penalty under Sections 12, 13, and 14 as Liquidated Damages. An option/ compensation/ penalty provided under Sections 12, 13, and 14, if accepted by the passenger, shall constitute liquidated damages for all damages incurred by the passenger as a result of the air carrier's failure to provide the passenger with a confirmed reserved seat or service.

Provided, that, while a confirmed reservation is necessary to make a passenger eligible for compensation, a written confirmation issued by the air carrier or its authorized agent qualifies the passenger in this regard, even if the air carrier cannot find the reservation in the electronic records, as long as the passenger did not cancel the reservation.

Section 16. Right to Compensation for Delayed, Lost, and/or Damaged Baggage. A passenger shall have the right to have his/ her baggage carried on the same flight that such passenger takes, subject to considerations of safety, security, or any other legal and valid cause.

16.1 In case a 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 will readily know of the off-loading. (i.e. that his/ her baggage has been off-loaded, the air carrier should make the appropriate report and give the passenger a copy thereof, even if it had already announced that the baggage would be on the next flight)

The air carrier shall carry the off-loaded baggage in the next flight with available space, and deliver the same to the passenger either personally or at his/ her residence. For every twenty-four (24) hours of delay in such delivery, the air carrier shall tender an amount of Two Thousand Pesos (2,000.00 Php) to the passenger, as compensation for the inconvenience the latter experienced. A fraction of a day shall be considered as one day for purposes of calculating the compensation.

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Page 18 of 27

For the purposes of this Section, the twenty-four (24)-hour period shall commence one (1) hour from the arrival of the flight of the passenger carrying such baggage.

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

- (a) For international flights, the Convention shall apply.
- (b) For domestic flights, upon proof, a maximum amount equivalent to half of the amount provided in the Convention in its Peso equivalent.

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

16.4 For transportation performed by a non-air transport provider under this Resolution, the provisions of Section 18 below shall apply with respect to compensation for delayed, lost or damaged baggage.

Section 17. Right to Compensation In Case of Death or Bodily Injury of a Passenger. For international flights, in case of death or bodily injury sustained by a passenger, the Convention shall apply.

For domestic flights, the compensation shall be based on the stipulated amounts in the Convention, the same to be given in Peso denominations.

17.1 For transportation performed by a non-air transport provider under this Resolution, the provisions of Section 18 below shall apply to a passenger's right to compensation in case of death or bodily injury.

Section 18. Transportation Performed by Alternative Means. Unless the air carrier has expressly agreed or stated otherwise:

- (a) Transportation performed by a third party air carrier under this Resolution shall be governed by the Convention or such other international agreement that may be applicable and/or the conditions of carriage and/or contract of the third-party air carrier actually performing the transportation; and
- (b) Non-air transportation performed under this Resolution shall be governed by the relevant international agreement, if any, law(s) applicable to such mode of transportation, and/or the conditions of carriage and/or contract of the non-air transport provider.

An air carrier has a duty to ensure that the passenger/s is informed of the foregoing before any acceptance by the passenger/s of the air carrier's offer of alternative transportation via a third party air carrier and/or a non-air transportation provider.

For the avoidance of doubt, and unless the air carrier agrees otherwise, the entity actually performing the alternative transportation, whether it is a third-party air carrier or a non-air transportation provider, shall be the party directly responsible to passenger/s for any

death or injury to persons or damage to or loss of baggage that occurs during the course of such alternative transportation.

Section 19. Right to Prompt Payment of Compensation. An air carrier liable for any and all compensation provided by this Resolution shall make the same promptly available to affected passenger/s at either the air carrier's airport counters or, with respect to denied boarding compensation, at the boarding gate, or at the main office or any branch of the air carrier or by other means regularly used by the air carrier to transact business with passengers. Air carriers are mandated to inform passengers about their compensation mechanisms, which shall include liability limitations, claim-filing deadlines, other processes, and definite payment timelines.

Section 20. Air Carrier Payments and Reimbursements. Where compensation due and payable under this Resolution is to be paid in a foreign (i.e., non-Philippine) country, the applicable exchange rate from the Philippine Peso amount stated in this Resolution to the applicable local currency shall be that used by the air carrier in such station in the ordinary course of its business.

Unless otherwise agreed between the air carrier and a person entitled or authorized to receive a refund or reimbursement and provided that applicable local laws, rules, and regulations permit such an alternative agreement:

- (a) Refunds shall be made in the original currency used to purchase the ticket from the air carrier; and
- (b) Reimbursements shall be made in the original currency used to purchase the ticket from the third-party air carrier and/or non-air transportation provider.

CHAPTER V ADMINISTRATIVE MATTERS

Section 21. Philippine Air Carrier Flights from Foreign Stations. For the avoidance of doubt, the provisions of Chapter IV of this Resolution shall also apply to flights operated by Philippine air carrier(s) departing from foreign station(s) destined for the Philippines; provided, however, that if a local rule or regulation applicable at such foreign station, if any, is more generous or liberal than that stated in this Resolution or if this Resolution does not have a counterpart to such local rule or regulation, then the local rule or regulation shall apply.

Section 22. Air Carrier Customer Service Representatives and CAB Passenger Rights Action Desks. Air carriers shall provide Customer Service Representatives who can address common problems, such as arranging for meals and hotel rooms for stranded passengers, settling denied boarding compensation, arranging luggage resolutions, and settling other routine claims or complaints, on the spot. In addition, the CAB shall assign personnel to man Passenger Rights Action Desks in all airports, if practicable, to monitor the operations of the air carriers and shall assist passengers whose rights to the service have not been upheld by the air carrier.

Section 23. Refund of Other Fees. Every air carrier must refund checked baggage fees and other optional service fees (i.e., insurance, donation to WWF, seat selector fee, etc.), if the passenger did not use his/her ticket. Provided, further, that the refund of checked baggage fees will also apply, if the baggage was not delivered to the passenger/s within



twenty-four (24) hours from the arrival of his/her flight, on top of the compensation fee as mentioned in Subsection 16.1.

Section 24. Written Reports. Air carriers shall submit a monthly report to the CAB on the following:

- (a) The number of regular and promotional fare passenger/s who have been denied boarding, or whose flights were delayed or cancelled;
- (b) The number of regular and promotional fare passenger/s whose baggage was lost, damaged, or off-loaded; and
- (c) The number of regular and promotional fare passenger/s who died or sustained an injury during the course of the flight or performance of the contract of carriage, as well as the reasons and other circumstances of such occurrences.

The air carriers shall, in accordance with applicable laws on privacy, maintain a database containing names, addresses, and/or other particulars of such passengers, their flights, concerns or complaints, as well as internal records concerning the same in the air carrier's possession (e.g., an internal memorandum discussing the merits of a passenger's claim), if any, and other pertinent information, and make the same available to the CAB upon the latter's directive.

CHAPTER VI FINAL PROVISIONS

Section 25. Travel on Non-Revenue Ticket. Save for Sections 16, 17, and such other Sections or Subsections of this Resolution necessary to give full effect to Sections 16 and 17, the terms of this Resolution do not apply to travel by passenger/s on a non-revenue ticket(s). Non-revenue ticket(s) (e.g., industry discount, zonal employee discount, courtesy tickets, etc.) shall be governed by the terms and conditions set by the air carrier(s) issuing such ticket(s) and in case of any inconsistency between the terms and conditions of a non-revenue ticket and those of this Resolution, the former shall prevail. The issuing air carrier is responsible for informing the passenger/s of the primary terms and conditions of a non-revenue ticket(s), at the latest, during ticket issuance. An air carrier shall not issue a non-revenue, space available ticket(s) as a form of compensation under this Resolution. Finally, nothing in this Resolution shall limit the applicability of the Convention to international transport of non-revenue passengers that constitute "gratuitous carriage by aircraft performed by an air transport undertaking".

Section 26. Periodic Review. This Resolution shall be reviewed periodically, every three (3) years, or at a shorter period as may be deemed necessary, by an inter-agency body consisting of representatives from the DOTr, the DTI, the CAB, and airport operators, in consultation with the air carrier companies and/or other directly affected stakeholders. Such review may include the assessment, modification, removal, and/or update of provisions in accordance with issues arising from the implementation of this Resolution.

Section 27. Separability Clause. If any Section(s), Subsection(s), or any part of this Resolution is declared unconstitutional by a competent authority, the remaining Sections or parts thereof shall not be affected thereby.



Section 28. Repealing Clause. All other Orders, guidelines, economic regulations, and other issuances of the CAB and/or the DOTr which are inconsistent with these provisions are hereby amended, repealed or modified accordingly. Otherwise, provisions not deemed inconsistent shall be of suppletory application.

Section 29. Violations and Penalties.

29.1 After due notice and hearing, a penalty, payable to the National Government, in accordance with Republic Act No. 776 as deemed amended by Section 11 of Republic Act No. 11659 or the Public Service Act, shall be imposed on the air carrier for violation(s) of this Resolution, taking into consideration the impact to the national transportation system and to the passengers.

- (a) False and/or misleading advertisement of fares and/or promotional fares in fraud of passengers under Sections 4, 5, and 6, a fine of Fifty Thousand Pesos (50,000 Php) shall be imposed for each passenger proven to have relied on the misleading advertisement and/or each instance that the air carrier caused publication of the false and/or misleading advertisement;
- (b) For each unjustified violation of the terms and conditions of the contract of carriage under Section 8, a fine of Fifty Thousand Pesos (50,000 Php) shall be imposed;
- (c) For each unjustified loss/damage/delay in baggage, a fine of Ten Thousand Pesos (10,000.00 Php) shall be imposed;
- (d) For each unjustified loss, damage, or delayed baggage, or in cases of injury/death of a passenger that occurred on domestic flights, provided that, for international flights, the relevant Convention shall apply, a fine of Ten Thousand Pesos (10,000 Php) shall be imposed;
- (e) For each instance of deliberate overbooking under Section 11.1, a fine of Fifty Thousand Pesos (50,000 Php) shall be imposed;
- (f) For each unjustified denial of the passenger to check-in under Section 9 and/or to board the aircraft under Section 11, a fine of Twenty Thousand Pesos (20,000 Php) shall be imposed;
- (g) For each failure to designate a dedicated counter for Senior Citizens, PWDs and persons requiring special assistance, a fine of Ten Thousand Pesos (10,000 Php) shall be imposed;
- (h) For each non-compliance with reportorial requirements and other orders, rules and regulations concerning flight delays and cancellations (i.e. submissions on the actual number of flights delayed and cancelled, on time performance under Section 7, a fine ranging from Fifty Thousand Pesos (50,000.00 Php) to One Hundred Eighty Thousand Pesos (180,000.00 Php), as follows:

1st offense – Fifty Thousand Pesos (50,000.00Php);



2nd offense – One Hundred Thousand Pesos (100,000.00 Php);

3rd offense – One Hundred Eighty Thousand Pesos (180,000.00 Php)

29.2 Violations of the Guidelines in Deplaning of Passengers and Promoting their Convenience on occasion of long Tarmac Delays shall be penalized as follows:

(a) For each instance of non-deplaning upon breaching the three (3) hour threshold for deplaning passengers, except where deplaning is not possible due to any of the following circumstances:

- i. The PIC determines that there is safety-related or security-related reason(s) preventing the deplaning of passengers, provided that the PIC shall have obtained from the relevant airport authority concerned, a certification or confirmation that such safety-related or security-related reasons actually exists, thereby making deplaning unsafe;
- ii. Air traffic and/or airport ramp or ground control advises the PIC, whether through ATIS or other recognized means of aeronautical communication, that returning to the gate for disembarkation or permitting the passengers to disembark at another disembarkation point will significantly disrupt airport operations;
- iii. The PIC receives either a NOTAM or notice from air traffic and/or airport ground or ramp control, through ATIS or other recognized means of aeronautical communication, advising that the flight can depart within thirty (30) minutes after breaking the three (3) hour threshold;
- iv. Upon advice of the airport authority at the departure, arrival or diversion airport, that there is no available sanitized area to hold deplaned passengers.

1st offense – One Thousand Pesos (1,000.00 Php) per passenger onboard the air carrier's aircraft;

2nd offense - Two Thousand Pesos (2,000.00 Php) per passenger onboard the air carrier's aircraft;

3rd offense – Four Thousand Pesos (4,000.00 Php) per passenger onboard the air carrier's aircraft; and

Any succeeding offense after the 3rd offense – Eight Thousand Pesos (8,000.00 Php) per passenger onboard the air carrier's aircraft.

Provided, however, that in no case shall the total penalty imposable on an air carrier for any one case of the air carrier's failure to deplane its passengers exceed Two Million Pesos (2,000,000.00 Php).

(b) For every non-compliance by an air carrier with its duties of care to passengers, the applicable penalty shall be computed in the same manner as that provided in Subsection 29.2 above.

Provided, however, that in no case shall the total penalty imposable on an air carrier for any one case of the air carrier's failure to comply with its duties of care to passengers exceed Two Million Pesos (2,000,000.00 Php).

(c) Unless CAB and CAAP agree to extend the time for an air carrier to submit a tarmac delay report, failure by an air carrier to submit the required report shall be subject to a penalty in the amount of One Thousand Pesos (1,000.00 Php) for every day of delay but not to exceed Two Million Pesos (2,000,000.00 Php).


(d) A penalty in the amount of One Thousand Pesos (1,000.00 Php) but not to exceed Two Million Pesos (2,000,000.00 Php) shall be imposed for every day of delay by an air carrier operating to, from or within the Philippines to:

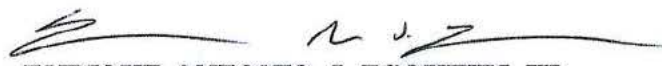
- (i) adopt a contingency plan covering situations involving lengthy tarmac delays;
or
- (ii) submit its plan, including revisions or amendments thereto, to the CAB, CAAP or the local airport authorities at airports in the Philippines the air carrier operates to/from or intends to utilize as a diversion airport; or
- (iii) post the plan on the air carrier's website in easily accessible form.

Section 30. Effectivity. Except as otherwise expressly provided in this Resolution, the provisions of this Resolution shall take effect fifteen (15) calendar days after its publication in a newspaper of general application. A copy of this Resolution shall be deposited with the University of the Philippines Law Center in compliance with Revised Administrative Code.

Adopted 30 January 2024
Pasay City, Philippines.

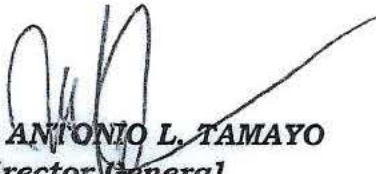
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ROBERTO C.O. LIM
Undersecretary
Department of Transportation
Alternate Chairman


ENRIQUE ANTONIO J. ESQUIVEL III
Assistant Secretary for Aviation and Airports
Department of Transportation
Alternate Chairman

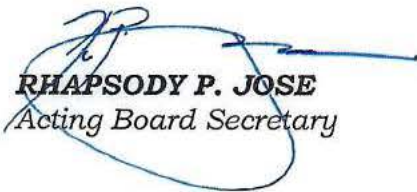


SHAHLIMAR HOTER TAMANO
*Undersecretary
for Tourism Regulation, Coordination,
and Resource Generation
Department of Tourism
Alternate Vice-Chairman*



MANUEL ANTONIO L. TAMAYO
*Director General
Civil Aviation Authority
of the Philippines
Member*

Attested by:



RHAPSODY P. JOSE
Acting Board Secretary

Noted:



CARMELO L. ARCILLA
Executive Director

CERTIFIED TRUE COPY
MARCIA A. ARCILLA
RECORDS OFFICER II
RECORDS SECTION

06 APR 2024

Annex A – List of Force Majeure Scenarios

The foregoing is an **indicative, non-exhaustive, non-binding list** of scenarios that may be considered as force majeure or causes beyond the airlines' control, as referred to in Section 12.2, and shall be strictly for guidance purposes only.

The incident/circumstance claimed to be force majeure, as falling under this list, shall be independently evaluated and decided on by the Board based on the particular set of facts surrounding the event, who shall have the final say on whether an event claimed by an air carrier as being force majeure is or is not force majeure.

- a. Circumstances deemed to affect the safe operation of the flights:
 - i. natural and/or environmental disasters
 - ii. meteorological conditions resulting in capacity restrictions at the airport of departure or of arrival;
 - iii. security risks, acts of sabotage or unlawful acts; war or political instability where the competent national public authorities of the country of departure of the flight advise against travel;
 - iv. disruptive passenger behavior endangering other passengers and/or the safe operation of the flight;
 - v. damage to the aircraft which could affect the safety of the flight or the integrity of the aircraft and requires immediate assessment and/or repair and is caused by meteorological events (for example: lightning strikes, thunderstorms, severe turbulence etc.)
- b. health risks or medical emergencies (such as serious illness) discovered at short notice before flight departure, or necessitating the interruption or deviation of the flight;
- c. hidden manufacturing defect revealed by the manufacturer or a competent authority and which impinges on flight safety;
- d. air traffic management restrictions or closure of airspace;
- e. partial or full unscheduled closure of an airport;
- f. labor disputes at essential service providers such as airport managing body, Air Navigation Service Providers or ground handling service providers;
- g. collision of birds or other objects with the aircraft during a flight which may cause damage that requires immediate compulsory checks and possible repair;
- h. damage to the aircraft caused by third parties for whom the air carrier, in the absence of contractual relations, is not responsible on the ground prior to departure of the flight and requiring immediate assessment or repair;
- i. unexpected flight safety shortcomings: technical defect(s) and/or problems, provided that all of the following criteria is fulfilled:
 1. The maintenance has been executed in accordance with the approved maintenance programme, including/taking into account Minimum Equipment List (MEL) and Configuration Deviation List (CDL), but excluding situations in which repetitive maintenance actions of the same defect occurs;
 2. Discovery of the relevant defect is made during or after the pre-flight check and before the engine shutdown at the destination of the flight.

3. *The defect is related to the airworthiness of the aircraft, is not listed in the Minimum Equipment List (MEL) and results in the defect having to be fixed before the flight can operate or several defects occur which are listed in the MEL and/or CDL, and in accordance with the Philippine Civil Aviation Regulations (PCAR), the commander decides that it is not safe to operate the aircraft with the combination of these defects.*

