

**DELTA DOMESTIC GENERAL RULES TARIFF**  
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**RULE 1: General Provisions**

**A. Contract of Carriage**

When you buy a ticket for travel on Delta, you enter into a contract of carriage with us. The terms of your contract are set forth in:

- your Ticket
- these Conditions of Carriage
- our published fare rules and regulations, which may govern the calculation of the fare and other charges that apply to your itinerary. If your ticket is priced by delta.com, a Delta agent, or a computer reservation system, these fare rules and regulations will be included in the calculation of the ticket price that we quote to you.

**B. Domestic Conditions of Carriage**

This document is Delta's Domestic Conditions of Carriage. It applies only to travel entirely within the United States of America. It states the terms upon which Delta offers to transport each passenger within the United States. By purchasing a ticket for travel on Delta, or by using a ticket purchased for you by someone else, you agree to be bound by each of these terms.

**C. Application to Delta Shuttle, and Delta Connection**

Unless otherwise provided, any reference to "Delta" in this document refers to Delta Air Lines, and also refers to the Delta Shuttle, and the Delta Connection carriers.

**D. Amendments to Conditions of Carriage**

**1. Amendment by Delta**

Delta may amend these Conditions of Carriage at any time, except as provided by law. Your travel will be governed by the rules that were in effect on the date you purchased your ticket; provided, however, that Delta reserves the right to apply rules currently in effect on the date of your travel where reasonably necessary for operational reasons and where the change in rule does not have a material negative impact upon you.

**2. Authority of Delta Employees & Ticketing Agents**

No Delta employee or ticketing agent has the authority to modify any provision of the Conditions of Carriage unless authorized by a Delta corporate officer. Delta appointed agents and representatives are only authorized to sell tickets for air transportation pursuant to the approved fares, rules and regulations of Delta. This rule supersedes any conflicting provision in the contract of carriage.

**E. Interline Carriage**

Delta will be responsible for furnishing of transportation only over its own lines. When Delta undertakes to issue a ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), Delta will act only as agent for such other carrier and will assume no responsibility for the acts or omissions of such other carrier.

**F. Fares Applicable Only For Ticketed Itinerary**

Fares apply for travel only between the points for which they are published. Tickets may not be issued at fare(s) published to and/or from a more distant point(s) than the points being traveled, even when issuance of such tickets would produce a lower fare. When through or connecting passengers enplane at an intermediate point between the origin and destination shown on their tickets, Delta may require evidence, such as a boarding pass, of use of a preceding flight for the portion of the ticket from point of origin to intermediate point. Absent such evidence, Delta may require additional fare collection from the passenger for any difference between the fare paid for the ticket from origin to destination and the fare which would apply from the intermediate boarding point to the destination.

## **G. Erroneous Fares**

Delta will exercise reasonable efforts to ensure that all fares it publishes are accurate and available for sale, but Delta, as a policy, does not file nor intend to file tickets priced at a zero fare. In the event that an erroneous zero fare is inadvertently published for sale and a ticket is issued at the erroneous fare before it has been corrected, Delta reserves the right to cancel the ticket purchase and refund all amounts paid by the purchaser or, at the purchaser's option, to reissue the ticket for the correct fare.

### **RULE 3: SCHEDULES AND OPERATIONS**

Delta will use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of this contract. Delta may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to change without notice. Delta is not responsible or liable for making connections, or for failing to operate any flight according to schedule, or for changing the schedule or any flight.

### **RULE 5: DEFINITIONS**

As used in this tariff or in tariffs making reference hereto, unless otherwise defined:

Add-on - An amount published for use only in combination with other fares for the construction of through international fares.

Air/sea Inclusive Tour - A fully prepaid vacation cruise package offered for sale to the public which includes in the published price and tour literature, the air fare to/from the cruise and a cruise on a steamship line.

Air Traffic Conference (ATC) - The division of the air transport association responsible for coordinating interline operations and agreement between carriers/tour wholesalers/travel agents.

Animals, in addition to the usual connotation, include reptiles, birds, poultry and fish.

Applicable Adult Fare means the fare which would be applicable to an adult for the transportation to be used except those special fares which would be applicable due to the adults' status (such as clergy fares, military fares, senior citizen fares, etc.).

Applicable Full Fare means the full adult fare for the class of service designated in the carrier's official general schedule for the aircraft, or compartment of the aircraft used by the passenger.

Area 1 - Both the North and South American continents, and the islands adjacent thereto, Bermuda, Greenland, the West Indies and the Caribbean Sea and the Hawaiian Islands (including Midway and Palmyra).

Area 2 - All of Europe (including that part of the USSR in Europe) and the islands adjacent thereto, Iceland, the Azores, all of Africa and the islands adjacent thereto, the Ascension Islands and that part of Asia lying west of, and including, Iran.

Area 3 - All of Asia and the islands adjacent thereto, (except that portion included in area 2) all of the East Indies, Australia, New Zealand, and the islands adjacent thereto and the islands of the

Pacific Ocean except those included in area 1.

Caribbean area means:

Anguilla	Dominican Republic	Nevis
Antigua	Grenada	St. Kitts
Bahamas	Guadeloupe	St. Lucia
Barbados	Haiti	St. Martin
Bermuda	Jamaica	St. Vincent
British Virgin Islands	Leeward Islands	Trinidad
Cayman Islands	Martinique	Tobago
Cuba	Montserrat	Turks and Caicos Islands
Dominica	Netherlands Antilles	West Indies and Windward Islands

Carrier means any air carrier shown as a participant in this tariff.

Central America means Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, and Panama.

Circle Trip means any trip, the ultimate destination of which is the point of origin, but which includes a stop at least one other point, or which is not made via the same routing/carrier in both directions.

Examples of Circle Trips:

Example 1: Point 1 to Point 2 on airline A  
Point 2 to Point 1 on airline B

Example 2: Point 1 to Point 2 to Point 3 on airline A

Example 3: Point 1 to Point 2 on airline A (first class)  
Point 2 to Point 1 on airline A or any other airline (coach)

Coach means the service on flights listed in carrier's official general schedules as coach, day coach, or tourist.

c.o.b. means "carrying on business under firm name and style of."

Consequential Damages means reasonable out of pocket expenses and other provable damages incurred by said passenger as the consequence of the loss, damage or delay in the delivery of such personal property.

Continental United States means the District of Columbia and all states of the United States other than Alaska and Hawaii.

Co-Terminal - Two or more relatively adjacent airports which for the purpose of these fares will be considered the same point.

Contractor - Any person who has entered into a contract with a carrier for the purchase of seats for resale to the general public.

Days - Full calendar days, including sun./legal holidays, provided that for the purposes of notification, the balance of the days upon which notice is dispatched shall not be counted, and that for purposes of determining duration of validity, the balance of the day upon which the ticket is issued or flight begun shall not be counted.

Dependent - Unless otherwise indicated, dependent means spouse and children of military personnel/U.S. embassy personnel stationed overseas wholly dependent upon such personnel for their livelihood.

Dot Hazardous Materials Regulations means the hazardous materials regulations issued by the Materials Transportation Bureau of the Department of Transportation in Title 49 of the Code of Federal Regulations, Parts 171 through 177 (49 CFR 171-177).

Economy means the service listed in carrier's official general schedule as economy flights.

Europe: Means that area comprised of Albania; Algeria; Andorra; Armenia; Austria; Azores; Azerbaijan; Belarus; Belgium; Bosnia and Herzegovina; Bulgaria; Canary Islands; Croatia; Cyprus; Czech Republic; Denmark; Estonia; Finland; France; Germany; Georgia; Gibraltar; Greece; Hungary; Iceland; Ireland; Italy; Latvia; Liechtenstein; Lithuania; Luxembourg; Macedonia; Madeira; Malta; Moldova; Monaco; Morocco; Netherlands; Norway; Poland; Portugal; Romania; Russian Federation (west of the Urals); San Marino; Serbia and Montenegro; Slovakia; Slovenia; Spain; Sweden; Switzerland; Tunisia; Turkey (in Europe and Asia); Ukraine; United Kingdom.

Extraterritorial Trip means any trip which includes transportation 1) via one or more carriers within the area consisting of the continental United States and Canada, and 2) via commercial air (not including charter services) or military air services to or from any point outside such area.

Fare Component - The fare paid for the portion of the itinerary between the origin and destination/stopover point.

Flight Coupon - A portion of the passenger's ticket that indicated particular places between which the coupon is good for carriage.

Full Adult Fare means the one-way fares designated by fare class code Y (Coach) whether specifically published or derived by construction.

Gateway - The passenger's first point of arrival or last departure in areas 1, 2, or 3.

Government Transport Request (GTR) - Form used for ticket payment and travel authorization for passengers traveling on official business for the federal government by the U.S.

Group - Minimum number of passengers specified in conjunction with the fare as provided for in the applicable fare rules. Less than the minimum number of passengers may not travel at group fares, even upon payment of the minimum number of fares, unless specifically permitted in a given fare rule.

Group Organizer - Any person engaged in organizing groups and/or responsible for the travel arrangements of the group under the terms and conditions of the applicable rule in this tariff, except that an air carrier shall not act as a group organizer.

GTR - (See Government Transport Request)

IATA - (See International Air Transport Association)

Immediate Family - Spouse, domestic partner, children, step-children, grandchildren, parents, step-parents, grandparents, brothers, step-brothers, sisters, step-sisters, daughters-in-law, sons-in-law, fathers-in-law, mothers-in-law, aunts, uncles, nieces, nephews, brother-in-law and sisters-in-law.

Inclusive Tour - Officially published tour in which land arrangements are offered at a flat rate. Land arrangements include hotels or other sleeping accommodations, airport transfers, and at least one other tour feature such as car rentals, sightseeing, motor coach trips, or other tourist services. Such official inclusive tours must contain an IT number (the code designated on an inclusive tour folder) that indicates that the tour has been approved by the ATC/IATA.

Inclusive Tour Fare - Round/circle/open-jaw trip fares offered in conjunction with the purchase of a minimum land package which must be officially designated as an inclusive tour by the ATC/IATA.

Interchange Flight means a flight operated over the routes of two or more carriers without change of equipment.

Interlining - Utilizing the services of more than one carrier in connection with a particular fare.

International Air Transport Association (IATA) - The world trade association of airlines which operate international services.

International Transportation means any transportation or other services, furnished by any carrier, which are included within the scope of the term "international transportation" as used in the Convention for the Unification of Certain Rules Relating to International Transportation by Air signed at Warsaw, October 12, 1929, or such convention as amended, whichever may be applicable to the transportation hereunder and to which the said Convention applies. For the purpose of determining the applicability of the term "international transportation":

Agreed Stopping Place All stops between the original place of departure and the place of final destination scheduled by any carrier by air which participates in the transportation between such places, as shown in the schedules or time tables of such carriers shall constitute "agreed stopping places"; but each participating carrier reserves the right to alter the "agreed stopping places" in the case of necessity without thereby depriving the transportation of its international character; and Single Operation Transportation to be performed by several successive carriers by air, arrangements for which are made in advance, is regarded as "a single operation" and shall be deemed to be "one undivided transportation" whether one or more tickets or other documents are issued to cover such transportation, and whether or not all such tickets or documents are issued prior to the commencement of such transportation; but this provision shall not be deemed to contain an exclusive definition of transportation which is regarded by the parties as "a single operation".

Jet Aircraft means the following aircraft (and all series thereof):

777: Boeing 777  
763: Boeing 767-300  
767: Boeing 767-200  
764: Boeing 767-400ER  
76L: Boeing 767-300ER  
757: Boeing 757-200  
738: Boeing 737-800  
72S: Boeing 727-200  
733: Boeing 737-300  
73S: Boeing 737-200  
M80: McDonnell Douglas MD-88

Maximum Outside Linear Dimensions means the sum of the greatest outside length plus the greatest outside width plus the greatest outside height.

Micronesia - The area comprised of the Caroline Islands, Guam, Johnston Island, Mariana Islands, Marshall Islands, Paulau Islands, Ponape, Seipan, Trak and Yap.

Military Agencies means departments of the Army, Navy and Air Force; the Marine Corps; the Coast Guard; the respective academies of the Army, Navy, Air Force and Coast Guard; and the National Guard. The Reserve Officer Training Corps is not included.

Military Passenger means military personnel of the U.S. military agencies who are on active duty

status or who have been discharged from active military service within seven days of the date of travel.

Military Recruit Passenger - A member of one of the U.S. military agencies traveling from recruiting/induction station to first training installation or from first training installation to first duty assignment.

Miscellaneous Charges Order means a document issued by a carrier or its agents requesting issue of an appropriate passenger ticket and baggage check or provision of services to the person named in such document.

North America means that area comprised of the Caribbean area/Canada, Mexico, and the United States, excluding the canal zone.

Off-Peak Coach means the service of flights listed in the carrier's official general schedules as off-peak coach.

Open-Jaw Trip means any trip which is essentially of a round-trip or circle-trip nature but the outward point of departure and the inward point of arrival or the outward point of arrival and inward point of departure of which are not the same.

Example of open-jaw trip:  
Point 1 to Point 2 to Point 3

Outward Destination - The stopover point on the passenger's itinerary which is furthest from the passenger's point of origin.

Person with a Disability means any person who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. This term shall be further defined as required by applicable law, including 14 C.F.R. 382.3.

Personal Attendant means the travel companion of a person with a disability that is attending to the personal needs of the passenger with a disability.

Portion - The space between two consecutive scheduled stops on any given flight. Also referred to as a leg.

Pre-Enlistee - Person traveling between his/her home and an armed forces examining and entrance station/recruiting main station at direction station/selective service local board.

Pre-Inductee - Person traveling between his/her home and an armed forces examining and entrance station/recruiting main station at the direction of a recruiting station/selective service local board.

Prepaid Ticket Advice means the notification between offices of a carrier or between carriers that a person in one location has purchased and requested issuance of prepaid transportation as described in the authority to another person in another location.

Propeller Aircraft means the following aircraft (and all series thereof):

EM2: Embraer Brasilia

AT7: Aerospatiale

Reroute means to issue a new ticket covering transportation to the same destination as, but via a different routing than that designated on the ticket, or portion thereof, then held by the passenger, or

to honor the ticket, or portion thereof, then held by the passenger for transportation to the same destination as, but via a different routing than, that designated thereon.

Round Trip means any trip, the ultimate destination of which is the point of origin, and which is made via the same routing in both directions. Reservations for all segments of a trip for tickets issued at round-trip fares must be confirmed in the same (a single) passenger name record (PNR)

Example of round trips:

Example of local round trip:

Point 1 to Point 2 on airline A

Point 2 to Point 1 on airline A

Example of joint round trip:

Point 1 to Point 2 on airline A

Point 2 to Point 3 on airline B

Point 3 to Point 2 on airline B

Point 2 to Point 1 on airline A

Routing means the carrier(s) and/or the cities and/or class of service and/or type of aircraft (jet or propeller) via which transportation is provided between two points, as specified in any tariff governed by this tariff.

Safety Assistant means a person required by Delta to travel with a person with a disability, pursuant to Rule 33 C): to attend to the person with a disability's in-flight medical needs; to assist the person with a disability's communication with crewmembers; or to assist the person with a disability's evacuation from the aircraft in the event of an emergency.

Sector - The portion of travel between two fare break points as determined in the fare construction. Sectors are made up of one or more segments of legs.

Segment - That part of a journey from a passenger's boarding point to a deplaning point. Each flight coupon represents a segment of a trip.

Self-reliant means that a person does not require services related to a disability beyond that normally provided by the carrier or beyond that which applicable law requires the carrier to provide.

South America means Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Surinam, Uruguay, and Venezuela.

Southwest Pacific - The area comprised of Australia, Cook Islands, Fiji Islands, French Polynesia, Gilbert and Ellice Islands, Loyalty Islands, New Caledonia, New Hebrides, New Zealand, Norfolk Islands, Papua, New Guinea, Samoa, Society Islands, Solomon Islands, Tonga, and Intermediate Islands.

(General) Standby Passenger - Passenger who will be enplaned on a flight subject to the availability of space at departure time and only after all passengers having reservations for such flight, and all passengers without reservations, but paying fares other than adult standby fares, have been enplaned on such flight. Not all flights will be available for standby. All specific standby rules are governed by tariff rule 141.

Stopover means a deliberate interruption of a journey by the passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination. Unless otherwise noted, a stopover will occur when a passenger arrives at a point and fails to depart from such point on:

- a) The first flight on which space is available, or
- b) The flight that will provide for the passenger's earliest arrival at an intermediate or junction point(s) or destination point, via the carrier and class of service as shown on the

passenger's ticket, provided however, that in no event will a stopover occur when the passenger departs from the intermediate/junction point on a flight shown in the carrier's official general schedule as departing within four hours after arrival at such point.

Tour Conductor - Person at least 18 years of age who is in charge of and guides a group for the duration of a tour.

Transit Point - Any stop at an intermediate point on the route to be traveled (whether or not a change of planes is made) which does not fall within the definition of a stopover.

United States of America/the United States/the U.S. - Each means, unless otherwise specified, the area comprising the 48 contiguous, federated states; the federal District of Columbia; the federated states of Alaska and Hawaii; Puerto Rico; the U.S. Virgin Islands; American Samoa; Canton; Guam; Midway and Wake Islands.

U.S. Armed Forces/U.S. Military Agencies - Department of the Army, Navy, Air Force, Marine Corps, and Coast Guard of the United States of America, the respective academies of the Army, Navy, Air Force, and Coast Guard, and does not include the National Guard Bureau or the Reserve Officer Training Corps, or members of the reserves not holding a valid duty armed forces of the United States green identification card.

United States Department of Defense means the U.S. Departments of the Army, Navy, and Air Force and the U.S. Marine Corps.

U.S. Military Personnel - Unless otherwise indicated, refers only to active duty military personnel, and means:

- (1) Military personnel of the United States military agencies holding a valid active duty armed forces of the United States green identification card, on active duty status and traveling on authorized furlough, leave, or pass.
- (2) Military personnel does not include personnel on temporary duty orders traveling to or from their temporary duty station.

Voluntary Standby-Paid Upgrade - Passengers must be confirmed in the coach cabin on the same flight and date for which the upgrade request is made. The paid standby upgrade may not be offered on all flights. A non-refundable standby upgrade fee may be assessed and will be collected on each flight segment based on mileage and fare class. All specific standby rules are governed by tariff rule 141.

Waitlist - List established by an airline of passengers who are either seeking space on a flight that is sold out, or traveling on a standby basis/standby fare that does not permit boarding a particular flight until all passengers with confirmed reservations have been boarded.

Western Hemisphere means the United States of America, Canada, Greenland, Mexico, Central and South America, Bermuda, Bahamas and the islands of the Caribbean Sea.

## **RULE 20: CAPACITY LIMITATIONS**

The carrier shall limit the number of passengers carried on any one flight at fares governed by rules or fares making reference hereto, and such fares will not necessarily be available on all flights or in all markets. The number of seats which the carrier shall make available on a given

flight will be determined by the carrier's best judgment as to the anticipated total passenger load on each flight.

**RULE 25: PERSONAL DATA**

The passenger recognizes that personal data has been given to carrier for the purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements, and making available such data to government agencies. For these purposes, the passenger authorizes carrier to retain such data and to transmit it to its own offices, other carriers, or the providers of such services, in whatever country they may be located.

**RULE 30: INTER-AIRPORT TRANSPORTATION**

When a metropolitan area is served by more than one airport and the passenger requires connecting service with arrival at one airport and departure from another airport, transportation between those airports must be arranged by and at the expense of the passenger. Baggage must be claimed and rechecked by the passenger.

**RULE 33: CARRIAGE OF PERSONS WITH DISABILITIES**

A) Acceptance for Carriage

Delta will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on the person's disability, except as permitted or required by law.

B) Acceptance of Declaration of Self-Reliance

Unless Delta determines a Safety Assistant is essential for safety, pursuant to Rule 33 C), Delta will accept the determination made by or on behalf of a person with a disability as to self-reliance. Once advised that the person is "self-reliant", Delta shall not refuse such passenger transportation on the basis that the person with a disability is not accompanied by a Personal Attendant or based on the assumption that the passenger may require extraordinary assistance from airline employees in meeting the passenger's needs.

C) Accompanying Safety Assistant Required for Certain Passengers

Delta may require that a Safety Assistant accompany a person with a disability as a condition of providing transportation if Delta determines that such an assistant is essential for safety, such as in, but not limited to, the following circumstances:

- 1) A passenger is unable to comprehend or respond appropriately to safety related instructions due to a mental disability;
- 2) A passenger is unable to physically assist in the passenger's own evacuation from the aircraft due to a severe mobility impairment; or
- 3) A passenger is unable to establish a means of communication with Delta personnel sufficient to receive the safety briefing due to having both severe hearing and vision impairments.

D) Medical Clearance

Delta will not require a medical clearance for a person with a disability as a condition of travel, except as permitted by law. Delta may require a medical certificate when, in good faith and using its reasonable discretion, Delta determines there is reasonable doubt that a passenger can complete the flight safely without requiring extraordinary medical assistance.

#### E) Seating Restrictions and Assignments

When a person identifies the nature of his or her disability, Delta will, to the extent possible, accommodate the passenger with a seat assignment that suits the passenger's needs, including seating the passenger together with any Safety Attendant or Personal Attendant traveling with the passenger. Passengers with a disability will not be prohibited from occupying seats in designated emergency exit rows, except to the extent required by law.

#### F) Acceptance of Aids

In addition to the regular baggage allowance, Delta will accept, without charge, as priority checked baggage, mobility aids, including but not limited to:

- 1) an electric wheelchair, a scooter or a manually operated rigid-frame wheelchair;
- 2) a manually operated, folding wheelchair;
- 3) a walker, a cane, crutches or braces;
- 4) any device that assists the person to communicate; and
- 5) any prosthesis or medical device.

Where space permits, Delta will, without charge, permit the passenger to store a manually operated, folding wheelchair and other small mobility aids in the passenger cabin during the flight. The assembling and disassembling of mobility aids will be provided by Delta, without charge. Wheelchairs and mobility aids will be the last items to be stowed in the aircraft hold and the first items to be removed.

#### G) Manually Operated Wheelchair Access

To the extent permitted by space and facilities, Delta will permit a passenger using a manually operated wheelchair to remain in the wheelchair:

- 1) until the passenger reaches the boarding gate;
- 2) while the passenger is moving between the terminal and the aircraft door; and
- 3) while the passenger is moving between the terminal and the aircraft.

#### H) Service Animals

Delta will accept for transportation, without charge, a service animal required to assist a person with a disability. To the extent possible, Delta will assign a seat to the person that provides sufficient space for the person and the service animal. Delta will permit the service animal to accompany the person onboard the aircraft and to remain on the floor at the person's seat. The service animal will not be permitted to occupy a passenger seat. To the extent permitted or required by law, Delta reserves the right to deny transportation to any service animal when reasonably necessary, in Delta's sole discretion, for the comfort or safety of passengers or crewmembers or for the prevention of damage to the property of Delta or its passengers or employees.

#### I) Services to be Provided to Persons with Disabilities

Upon request, Delta will provide the following services to a person with a disability:

- 1) assistance with registration at the check-in counter;
- 2) assistance in proceeding to the boarding area;
- 3) assistance in boarding and deplaning;
- 4) assistance in stowing and retrieving carry-on baggage and retrieving checked baggage;
- 5) assistance in moving to and from an aircraft lavatory;
- 6) assistance in proceeding to the general public area or, in some cases, to a representative of another carrier;
- 7) transfer between the person's own mobility aid and a mobility aid provided by Delta;
- 8) transfer between a mobility aid and the passenger's seat;
- 9) limited assistance with meals, such as opening packages, identifying items, and cutting large food portions;
- 10) inquiring periodically during a flight about a passenger's needs; and
- 11) briefing individual passengers with disabilities and any attendant on emergency procedures and the layout of the cabin.

#### J) Advance Notice for Special Services

To the extent permitted by law, Delta may require advance notice for certain special services desired by a person with a disability. Services applicable under this rule include but are not limited to:

- 1) transportation of an electric wheelchair on an aircraft of less than 60;
- 2) provision of hazardous materials packaging for batteries or other assistive device that are required to have such packaging;
- 3) accommodation for a group of 10 or more passengers with disabilities traveling as a group;
- 4) provision of an onboard wheelchair on an aircraft of 60 seats or more;
- 5) transportation of an emotional support or psychiatric service animal in the cabin;
- 6) transportation of a service animal on a flight segment scheduled to take 8 or more hours; or
- 7) accommodation of a passenger with both severe vision and hearing impairments.

Such requests should be made by the passenger at the time of reservation and as far in advance as possible. If a passenger requests a special service at least 48 hours prior to departure, Delta will, to the extent possible, provide the service. If a passenger requests a service less than 48 hours prior to departure, Delta will make a reasonable effort to provide the service.

#### K) Boarding and Deplaning

Where a person with a disability requests assistance in boarding or seating or in stowing carry-on baggage, Delta will allow the passenger to board the aircraft in advance of other passengers where time permits.

#### L) Communication and Confirmation of Information

Delta will insure that announcements to passengers concerning stops, delays, schedule changes, connections, on-board services, and claiming baggage are communicated to any person with a disability in a manner sufficient for the person to understand the communication.

#### M) Inquire Periodically

When passengers in wheelchairs that are not independently mobile are waiting to board an aircraft, Delta will inquire periodically about their needs and shall attend to those needs where the services required are usually provided by Delta.

**RULE 35: REFUSAL TO TRANSPORT**

Delta may refuse to transport any passenger, and may remove any passenger from its aircraft at any time, for any of the following reasons:

A) Government Request or Regulations

Whenever such action is necessary to comply with any government regulations, directives, or instructions; or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but without limitation, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, or disturbances) actual, threatened, or reported.

B) Search of Passenger or Property

When a passenger refuses to permit search of his person or property for explosives, weapons, dangerous materials, or other prohibited items.

C) Proof of Identity

When a passenger refuses on request to produce positive identification; provided, however, that

Delta shall have no obligation to require positive identification of persons purchasing tickets and/or presenting tickets for the purpose of boarding aircraft.

D) Travel Across International Boundaries

When a passenger is traveling across any international boundary if:

- 1) the travel documents of such passenger are not in order; or
- 2) such transportation would be unlawful

E) Failure to Comply with Delta's Rules or Contract of Carriage

When a passenger fails or refuses to comply with any of Delta's rules or regulations or any term of the contract of carriage.

F) Passenger's Conduct or Condition

Delta will not refuse to provide transportation to a passenger with a disability, as defined in 14 C.F.R. § 382.5 and 382.31, based upon the passenger's disability, except as as allowed or required by law. Delta will not refuse to provide transportation based upon race, color, national origin, religion, sex, or ancestry. Subject to those qualifications, Delta may refuse to transport any passenger, or may remove any passenger from its aircraft, when refusal to transport or removal of the passenger is reasonably necessary in Delta's sole discretion for the passenger's comfort or safety, for the comfort or safety of other passengers or Delta employees, or for the prevention of damage to the property of Delta or its passengers or employees. By way of example, and without limitation, Delta may refuse to transport or may remove passengers from its aircraft in any of the following situations:

- 1) When the passenger's conduct is disorderly, abusive or violent;

- 2) When the passenger is barefoot;
- 3) When the passenger appears to be intoxicated or under the influence of drugs;
- 4) When the passenger attempts to interfere with any member of the flight crew in the pursuit of his or her duties, or fails to obey the instruction of any member of the flight crew;
- 5) When the passenger has a contagious disease that may be transmissible to other passengers during the normal course of the flight;
- 6) When the passenger has a malodorous condition;
- 7) When the passenger is unable to sit in a seat with the seatbelt fastened;
- 8) When the passenger's behavior may be hazardous to himself/herself, the crew, or other passengers;
- 9) When the passenger is seriously ill, and fails to provide a physician's written permission to fly.
- 10) When the passenger's conduct creates an unreasonable risk of offense or annoyance to other passengers;
- 11) When the passenger's conduct creates a risk of harm or damage to the carrier's aircraft and/or property, or the property of other passengers.

G) Recourse of Passenger

All passengers are prohibited from engaging in any conduct that would authorize Delta to refuse transport under this Rule. The sole recourse of any passenger refused carriage or removed en route for any reason specified in this Rule shall be recovery of the refund value of the unused portion of his or her ticket as provided in Rule 260.

**RULE 40: ELECTRONIC SURVEILLANCE**

Passengers and their baggage are subject to inspection with an electronic detector with or without the passenger's consent or knowledge.

**RULE 50: ACCEPTANCE OF CHILDREN**

**A) Accompanied Children**

**(1) General Rule**

Except as set forth in this Rule, children under the age of 15 will not be accepted for transportation unless they are accompanied on the same flight in the same compartment by a parent, legal guardian, or other passenger at least 18 years of age. Delta may prompt at check in for documentation verifying the child's age. A valid passport, birth certificate or other government issued identification are all acceptable.

**(2) Accompanied Children Less Than 2 Years Old.**

One child less than 2 years old not occupying a seat may travel with an adult fare-paying passenger at least 18 years old or parent/legal guardian at no additional charge. Additional infants and infants occupying a seat must pay the applicable fare. A maximum of 2 infants is permitted for each adult. Delta recommends that any child occupying a seat be placed in an approved safety seat. Infants who will reach their second birthday during a journey will be required to occupy a seat, paying the lowest applicable fare for the entire journey.

**(3) Accompanied Children 2 Years and Older**

The fare for children ages 2 years and older, will be the same as the fare for an adult passenger traveling in the same class of service.

**B) Unaccompanied Children Under the age of 15.**

Children under the age of 15 may travel unaccompanied on Delta only under the following conditions:

**(1) Children under the age of 5**

No child under the age of 5 will be accepted for unaccompanied travel.

**(2) Children aged 5 through 14**

Children ages 5 through 7 may travel unaccompanied on non-stop flights only and may not connect to other airlines. Children ages 8 through 14 may travel unaccompanied on Delta's non-stop or connecting flights, but may not connect to other airlines with the exception of Delta Connection, KLM and Air France.

**C) Unaccompanied Minor Service**

**(1) When Unaccompanied Minor Service is Required**

Except as otherwise provided in this Rule, Unaccompanied Minor Service is required for all passengers under the age of 15 that Delta accepts for transportation.

**(2) Unaccompanied Minor Service Defined**

Unaccompanied Minor Service means that Delta will provide supervision for the child from the time of boarding until the child is met at the stop over point or destination. Delta will assume no financial or guardianship responsibilities for unaccompanied children beyond those applicable to an adult passenger. Delta has the right, but is not obligated to require identification of the responsible party meeting the child at a transfer point or final destination. An unaccompanied minor must be confirmed to destination and may not be confirmed on the last connecting flight of the evening (with the exception of markets where there is only one connection and it is the last flight of the day), nor may an unaccompanied minor travel on a flight expected to terminate short of, or bypass, the child's destination. Delta may rebook the child on an alternate flight if there is a possibility that weather, irregular operations, or other conditions may cause a flight to be diverted. Delta requires that a parent or responsible adult accompany the child until boarding, and this adult must provide the name, telephone number, and address of the party meeting the child at the transfer point or final destination. Delta reserves the right to refuse to release an unaccompanied child to anyone other than the pre-designated party. Delta representatives cannot administer medicine to children flying alone. An unaccompanied minor may not travel on any domestic flight greater than 2 hrs in length which departs between 9 PM and 5 AM ("red-eye flight"). This restriction does not apply for red-eye flights to/from Hawaii and Alaska, however, an unaccompanied minor on a red-eye flight from Hawaii or Alaska may not connect to a domestic red-eye flight or to the last flight of the day.

**D) Unaccompanied Children Ages 15-17**

Although not required, a parent or guardian may request Unaccompanied Minor Service for

unaccompanied minors ages 15-17. The applicable unaccompanied minor service charge will apply.

**E) Unaccompanied Minor Service Charge**

In addition to the applicable fare, unaccompanied minors for whom Unaccompanied Minor Service is required or has been requested must pay an unaccompanied minor service charge in the amounts set forth below. Delta reserves the right to refuse to transport any unaccompanied minor for whom Unaccompanied Minor Services are required or requested but for whom the applicable unaccompanied minor service fee has not been paid. If 2 or more unaccompanied minors who are members of the same immediate family and ticketed together are traveling together, only one service charge will be assessed.

The unaccompanied minor service charge will be USD 150.00 each way for non-stop travel and USD 150.00 each way for connecting travel.

**RULE 55: SPECIALLY TRAINED SERVICE DOGS**

Delta accepts for transportation, without charge, dogs trained: (1) to lead the blind, when the dog accompanies a passenger with impaired vision dependent upon such dog; (2) to assist the deaf, when the dog accompanies a passenger with impaired hearing dependent upon such dog; or (3) in explosive detection or search and rescue, when the dog is accompanied by its handler. In the cases of (1) and (2) above, Delta will also accept such dogs when accompanied by the dog's trainer and is en-route to the domicile of the owner for completion of training. In all cases, the service dog will be permitted to accompany such passenger into the cabin but will not be permitted to occupy a seat.

**RULE 85: SMOKE FREE SERVICE**

Delta prohibits smoking and the use of all smokeless tobacco products on all flights.

**RULE 90: PASSENGER MEDICAL OXYGEN**

**A) Portable Oxygen Concentrators**

On flights operated by Delta or Delta Connection carriers, passengers may use Portable Oxygen Concentrators (POCs) that have been approved for use by Delta upon meeting the requirements listed below. The current list of approved POC devices is available on [delta.com](http://delta.com) or may be obtained by calling Delta Reservations.

**1) Advance Notice Required**

Passengers must provide written notice of their plans to use a POC to Delta or its designee at least 48 hours prior to the scheduled departure time of the first flight in their itinerary

**2) Medical Screening**

Delta requires that passengers who wish to use a POC on a Delta flight receive medical screening prior to their flight. This service is provided by Delta at no cost to the passenger. If the passenger makes any voluntary change to his/her itinerary after completion of the

medical screening and the change results in a longer flight time than the original itinerary, re-screening will be required.

### **3) Medical Certificate Required**

All passengers using a POC on a Delta flight must possess a written statement or a medical certificate indicating:

- a. A signature by a licensed physician certifying the need for in-flight oxygen.
- b. The passenger is able to fly without physical risk to herself/himself or to other passengers.
- c. The amount of oxygen required per hour and the maximum flow rate in liters per minute required at 8000 ft. altitude.

### **B) Seating Restrictions**

Passengers using POCs on a Delta flight must be seated in a row other than an emergency exit or bulkhead.

## **RULE 95: CLAIMS**

### Overcharges

Effective June 1, 2002, no claims for overcharge shall be valid and DL shall have no liability if claim is more than one (1) year after the date of issue of the ticket.

## **RULE 100: TICKETS**

- A) No person shall be entitled to transportation except upon presentation of a valid ticket. Such ticket shall entitle the passenger to transportation only between points of origin and destination and via the routing designated thereon.
- B) Flight coupons will be honored only in the order in which they are issued, and only if all unused flight coupons and passenger coupons are presented together.
- C) A ticket which has not been validated, or which has been altered, mutilated or improperly issued, shall not be valid.
- D) Tickets are not transferable, but the carrier is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person.
- E) Tickets may be purchased on credit, installment, or time payment plans lawfully in effect.

**EXCEPTION:** Notwithstanding the terms of any agreement or understanding, in the event of a strike or work stoppage which causes any cancellation or suspension of operations, Delta will not accept as payment UATP credit cards issued by such struck carrier.

- F) The purchaser of a Delta ticket and the passenger intending to use such ticket are responsible for ensuring that the ticket accurately states the passenger's name. Presentation of a ticket for

transportation on Delta by someone other than the passenger named thereon renders the ticket void. Such ticket will be subject to confiscation and will be ineligible for any refund.

G) 1) Compliance with Terms and Conditions of Sale

Tickets are valid for travel only when used in accordance with all terms and conditions of sale. Terms and conditions of sale include but are not limited to:

- A) The passenger's itinerary, as stated on the ticket or in the passenger's reservation record;
  - B) Any requirement that the passenger stay over a specified date or length of time (for example, Sat. night or weekend) at the destination specified on the ticket;
  - C) Any special purpose or status (for example, age in the case of senior citizen or children's discount, military status in the case of a military fare, official government business in the case of a government fare, or attendance at a qualified event in the case of a meeting or convention fare) that entitles the passenger to a special reduced rate; or
  - D) Any other requirement associated with the passenger's fare level.
- 2) Unless a ticket is reissued by Delta or its authorized agent upon payment of applicable charges, or an authorized representative of Delta waives applicable restrictions in writing, a ticket is invalid;
- A) If used for travel to a destination other than that specified on the ticket.
  - B) If the passenger fails to comply with applicable stayover requirements.
  - C) If the passenger does not meet the purpose or status requirement associated with the fare category on the ticket,
  - D) If Delta determines that the ticket has been purchased or used in a manner designed to circumvent applicable fare rules.
- 3) Delta specifically prohibits the practices commonly known as:
- A) Back to Back Ticketing - The issuance, purchase or usage of flight coupons from two or more tickets issued at round trip fares, or the combination of two or more round trip fares end to end on the same ticket for the purpose of circumventing minimum stay requirements.
  - B) Throwaway Ticketing - The issuance, purchase or usage of round trip fares for one way travel.
  - C) Hidden City/Point Beyond Ticketing - The issuance, purchase or usage of a fare from a point before the passenger's actual origin or to a point beyond the passenger's actual destination.
- 4) Where a ticket is invalidated as the result of the passenger's non-compliance with any term or condition of sale, Delta has the right in its sole discretion to:
- A) Cancel any remaining portion of the passenger's itinerary,
  - B) Confiscate unused flight coupons,

- C) Refuse to board the passenger or check the passenger's baggage, or
- D) Assess the passenger for the reasonable remaining value of the ticket, which shall be no less than the difference between the fare actually paid and the lowest fare applicable to the passenger's actual itinerary.
  
- H) An electronic ticket (E-Ticket/ET) is the record of agreement maintained and processed within the carrier's electronic reservation system. A written receipt is provided to the purchaser of the electronic ticket which contains a reference for retrieving the record within the carrier's reservation system and summary of the ticket information.
  
- I) The carrier may mandate the issuance of an electronic ticket (ET) regardless of market, carrier, form of payment, and customer type (including SkyMiles and participating carrier frequent flyer members).
  
- J) Delta, or its authorized agent, will assess a USD50.00 nonrefundable service charge when a passenger voluntarily requests the conversion of an electronic ticket (ET) to paper.
  
- K) External Reissue Charge

Except as set forth in this rule, Delta will collect a nonrefundable fee of USD \$50.00/CAD 52.00 for reissue by Delta of tickets originally issued in the United States or Canada by any ticketing source other than Delta. This fee applies to all changes to tickets issued at the request of the passenger. The charge does not apply to same day confirmed transactions, IROP or schedule change situations, SkyMiles upgrade reissues, tickets reissued on delta.com, or tickets issued at military or government fares.

**RULE 105: TICKET VALIDITY**

A) Period of Validity

A ticket is valid for one year from the date of issue and all travel must be completed within the validity period. If exchanged, whether travel has commenced or not, the ticket must be reissued and all travel completed within one year from the original date of issue.

Note – certain fares may have different periods of validity, in which case the specific rules associated with the fare will take precedence.

B) Extension of Validity

If the passenger is prevented from using the ticket, or a portion of the ticket, during the period of validity specified in paragraph a) above due to lack of space or flight cancellation, the ticket will remain valid until space can be provided on a schedule comparable to the schedule that the passenger has requested.

**RULE 110: ISSUANCE OF TICKET STOCK**

- A) The carrier will issue to a person a stock of tickets and validating stamp for the purpose of issuing tickets for transportation, subject to 1) reasonable credit requirements and 2) entering into a written agreement authorizing the issuance of tickets and providing for accounting, reservation and ticketing procedures and provisions protecting and the carrier from loss of misuse of the tickets.
- B) The carrier will arrange for the issuance of a ticketing machine to a person for the purpose issuing tickets for transportation, subject to 1) reasonable credit requirements and 2) entering into a written agreement authorizing the issuance of tickets and providing for accounting, reservation and ticketing procedures and provisions protecting and the carrier from loss of misuse of the tickets. The carrier will make no charge for the ticket machine or related communication services. The ticketing machine and related communication services will be provided by an independent company, which is not an agent or servant of the carrier, and at the person's expense.

**NOTE:** For the purpose of the above paragraphs, "person" means an individual, firm, copartnership, corporation, company, association, joint-stock association, or body politic; and includes any trustee, receiver, assignee, or similar representative thereof.

**RULE 115: CONFIRMATION OF RESERVATIONS**

**A) Validity of Confirmed Reservations**

No reservation on Delta is valid until the availability and allocation of the reserved space is confirmed by Delta or its agent and entered in Delta's electronic reservations system. Unless an earlier ticketing deadline is imposed by the applicable fare rule or other agreement between Delta and the passenger, Delta must receive payment and the reservation must be ticketed at least 30 minutes prior to the scheduled flight departure time. Failure to comply with this ticketing deadline or an earlier ticketing deadline imposed by the applicable fare rule or other agreement with the passenger will result in cancellation of the reservation without notice.

**B) Earlier Ticketing Required at Some Airports**

**1) Aspen-Pitkin County Airport (ASE), Hartsfield-Jackson International Airport – Atlanta (ATL), Denver International Airport (DEN), Las Vegas International Airport (LAS), Orlando International Airport (MCO), John F. Kennedy International Airport (JFK), Los Angeles International Airport (LAX), Philadelphia International Airport (PHL), Reno/Tahoe International Airport (RNO), San Antonio International Airport (SAT), San Juan Luis Munoz International Airport (SJU), and Tallahassee International Airport (TLH).**

For passengers traveling from Aspen-Pitkin County Airport (ASE), Hartsfield-Jackson International Airport – Atlanta (ATL), Denver International Airport (DEN), Las Vegas International Airport (LAS), Orlando International Airport (MCO), John F Kennedy International Airport (JFK), Los Angeles International Airport (LAX), Philadelphia International Airport (PHL), Reno/Tahoe International Airport (RNO), San Antonio International Airport (SAT), San Juan Luis Munoz International Airport (SJU), and Tallahassee International Airport (TLH), passengers must purchase their ticket at least 45 minutes prior to the scheduled flight departure time of the flight to which such reservation applies or the baggage may be refused and the reservation cancelled.

**2) St. Thomas Cyril E. King Airport (STT) and St. Croix Henry E Rohlsen International Airport**

**(STX).**

For passengers traveling from St. Thomas Cyril E. King Airport (STT) and St. Croix Henry E Rohlsen International Airport (STX), passengers must purchase their tickets at least 60 minutes prior to the scheduled departure time of the flight to which such reservation applies or the reservation may be cancelled.

**C) Overbooking of Flights**

Because passengers with confirmed reservations on a flight sometimes fail to show, Delta reserves the right to sell more tickets for travel on each flight than there are seats available on the aircraft. In some cases, this may result in an “oversold flight,” i.e., a flight in which Delta cannot accommodate one or more passengers with confirmed reservations. In that case, Delta may deny boarding to passengers with confirmed reservations on the flight. The rights of passengers with confirmed reservations who are denied boarding due to the oversale of a flight are governed by Rule 245.

**D) Missing Reservations**

Once a passenger obtains a ticket that reflects confirmed space for a specific flight and date from Delta or an authorized Delta agent, the reservation is confirmed even if the record is missing from Delta’s electronic reservations system, unless Delta’s records indicate that the reservation was cancelled after the ticket was issued.

**E) Fictitious Bookings**

Multiple bookings of a fictitious nature are prohibited by Delta. In the event Delta determines that an individual has confirmed such bookings to one or more destination(s) on or about the same date(s), the carrier reserves the right to cancel all confirmed space associated with the multiple reservations without notice to the passenger or the person making the booking.

**RULE 135: CANCELLATION OF RESERVATIONS**

- A) Delta Will Cancel reservations of any passenger whenever such action is necessary to comply with any governmental regulation, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control.
- B) The Transportation Security Agency’s (TSA) Secure Flight Program requires that Delta collect the following additional information from passengers when making a reservation to fly within, into or out of the United States and reservations for point-to-point international flights operated by U.S.- based airlines:
  - 1) Full Name (required), as it appears on government-issued I.D. approved for use when traveling
  - 2) Date of Birth (required)
  - 3) Gender (required)
  - 4) Redress Number (optional)

Delta may cancel your reservation if the reservation does not include the required Secure Flight Passenger Data (full name, date of birth and gender) at least 72 hours prior to your scheduled departure. This cancellation policy applies to all Delta tickets, including tickets for our codeshare partners’ flights.

C) Failure To Occupy Space

If the passenger fails to occupy space which has been reserved for him/her on a Delta flight and Delta fails to receive notice of the cancellation of such reservation prior to the departure of such flight, or if Delta cancels the reservation of any passenger in accordance with any provision of this rule, Delta will cancel all reservations held by such passenger on Delta flights for continuing or return space, provided Delta originally reserved that space.

D) Airport Check-In Time Limits

1) Reservations Subject to Cancellation for Failure to Meet Check-in and Boarding Deadlines

Reservations and seat assignments are subject to cancellation if the passenger is not at the airport, has not completed the check-in process for his or her flight prior to the applicable check-in deadlines, and is not at the gate and ready for boarding prior to the applicable boarding deadlines. The check-in and boarding deadlines in effect on the date of travel will apply. Current check-in and boarding deadlines are posted at [www.delta.com/traveling\\_checkin/itineraries\\_checkin/requirements/index.jsp](http://www.delta.com/traveling_checkin/itineraries_checkin/requirements/index.jsp). It is the passenger's responsibility to arrive at the airport with sufficient time to complete all ticketing, baggage check, and security clearance procedures and to arrive at the gate ready to board by these deadlines. The deadlines posted on Delta.com refer to the number of minutes prior to the scheduled departure of the flight on which the reservation was made. Failure to comply with these deadlines will subject the entire itinerary to cancellation.

2) Check-In Definition

a) Check-In is defined as the use of any automated process such as Virtual Check-in, Delta.Com, Delta Direct, Kiosks or face-to-face contact with a Delta representative which changes the passengers reserved seat status from "RS" to "CI or CV" on departing flight on which the passenger's reservation was made.

- Reserved Seat (RS) - A reserved seat is an advance seat assignment that can be made up to 331 days from the scheduled departure date of the confirmed flight.
- Checked-In (CI or CV) - A status indicator in the airline computer system which denotes the passenger has checked-in for a flight using one of the airlines approved check-in processes.  
When a seat assignment is not available on the passenger's confirmed flight, they must present themselves, no earlier than six (6) hours prior to departure, to a Delta representative for activation on the seat request list.

b) Baggage Check-In

Passengers who intend to check baggage may be subject to additional check-in requirements. For additional information, refer to Tariff Rule 190.

c) Stand-By Status

Passengers who intend to stand-by for flight must check-in at least 30 minutes prior to the schedule departure time of the flight. Delta may not be able to accommodate the passenger's request for stand-by if this provision is not met. For additional information on voluntary standby travel, please refer to Tariff Rule 141 - Voluntary Standby Travel.

3) Passenger Responsibility

Passengers must arrive at the airport sufficiently in advance of a flight departure time (generally, not less than 2 hours) to permit completion of government requirements, security procedures, and departure processing. Departures will not be delayed for passengers who are improperly documented, or have not completed all security processing, or have not met

the carrier's check-in requirements. Delta is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision.

- E) Delta is not liable when it cancels the reservation of any passenger in accordance with this rule, but:
- 1) If such reservation was canceled pursuant to paragraph A) of this rule, Delta will take such action as is provided in Rules 35 and 240 (Flight Delays/Cancellations);
  - 2) If such reservation was canceled pursuant to other paragraphs of this rule, Delta will refund in accordance with Rule 270 (Voluntary Refunds).

**RULE 140: WAITLISTS**

CANCELLED

**RULE 141: VOLUNTARY STANDBY TRAVEL**

Voluntary standby travel is prohibited unless expressly permitted by the fare rules of the ticket. When standby is permitted, the following provisions apply:

A) Coach Voluntary Same Day Standby Travel Policies

- 1) Voluntary standby travel is subject to, but not limited to, the availability of seats at departure time in the same cabin as originally ticketed and does not guarantee transportation on the requested flight(s) including the origin, downline, or connecting flights. Request for voluntary standby travel may be made up to 24 hours prior to original ticketed departure time. Notwithstanding anything set forth herein, Same Day Paid Standby travel is not permitted for Basic Economy fares.
- 2) Voluntary standby travel is limited to passengers with a confirmed ticketed reservation for a later flight on the same day of travel. Delta will not permit changes to the origin, destination, or co-terminals, or to the routing for fares that are flight-specific or require specific routing.
- 3) Delta reserves the right to charge a nonrefundable same day standby fee when a passenger requests to standby for an alternate flight for which the passenger does not hold a confirmed reservation. The fee, if any, may be assessed based on each flight segment from the passenger's origin to destination or next point of stop over. These fees will be charged if the passenger flies any portion of the flight segment, therefore, passengers that are removed at intermediate points on through flights and/or voluntarily deplaned at a destination other than the destination for which the fee was intended will not be eligible for a partial or whole refund. Refer to delta.com for current standby fees.
- 4) Delta is not liable to pay compensation, including but not limited to, denied boarding compensation and amenities, for a failure to provide transportation and/or accommodate the passenger's request for voluntary standby travel.
- 5) Delta reserves the right to discontinue accepting and placing passengers on the airport standby list.
- 6) Eligibility for same day standby is in Delta's discretion and may be restricted based on operational considerations or limited to selected flights, specified booking classes, payment

by credit card only. Eligibility may also be restricted by the applicable fare rule governing the passenger's ticket.

7) Delta may choose to accommodate passengers from the airport standby list in any specified order and may take into account: ticket value, frequent flyer status, check-in time, and other factors.

8) Delta reserves the right to limit the number of passengers on the airport standby list, only accept the passenger's standby request at an airport location and limit the minimum and maximum time frames that airport standby listing is allowed.

**RULE 150: APPLICATION OF FARES**

- A) Where a local or joint fare is specifically published via the desired routing from point of origin to point of destination, such fare is applicable over such route.
- B) Unless otherwise provided, flights designated by class(es) of service (for example "First Class," "Coach," or by other classes), type of aircraft (jet or propeller) and flight departure or arrival time, as specified in connection with the application of fares, refer to flights bearing such designations and schedules, flight departure or arrival times, as set forth in the carrier's Official General Schedule.
- C) Fares and charges apply only to air transportation between the airports and/or heliports through which the cities named in connection with such fares and charges are served by the carrier or carriers by whom, or on whose behalf, such fares and charges are published. Ground transportation other than that specified below will be arranged by the passenger at his/her own expense.

**EXCEPTION:** Passengers making connection at LGA/EWR/JFK airports to/from international flights scheduled to depart no more than 6 hours after the scheduled arrival of the passenger's flight at LGA/EWR/JFK airports will be provided ground transportation between above mentioned airports under the following conditions:

- 1) Such ground transportation will be provided without charge by independent contractors in the business of providing such ground transportation, upon request of the passenger.
- 2) Where ticket coupons have been issued to cover the services of such contractors, and when such services have not been used, the coupons will have no refund value.
- 3) Such independent contractors are not agents or servants of any carrier, and Delta does not assume responsibility for the ground transportation of any passenger and/or his/her baggage between the airports mentioned above.

**RULE 160: CURRENCY**

Except as otherwise provided, all fares and charges between points in the United States are stated in dollars and cents of the lawful currency of the United States.

**RULE 165: FARE CONSTRUCTION**

A) When the fare between any 2 points is not specifically published via the desired routing, such fare shall be constructed by combining those fares, applicable via the desired routing from the passenger's point of origin to point of destination, which produce the lowest fare for the class of service used; provided, however, that such fare will not exceed the lowest fare determined in accordance with paragraphs 1), 2), 3), 4) and 5) of this rule. Delta's telephone reservation sales representative will offer customers the lowest applicable fare for itineraries between points in the United States on Delta, Delta Connection, Delta Shuttle and Delta Codeshare flights for the flights, dates and class of service requested to which our representatives have access. Fares not accessible via our telephone reservations system may include, but are not limited to, unpublished fares, consolidator fares, negotiated fares, tour or package fares, and discounts available only via Internet web sites.

1) Circle-Trip/Round-Trip Maximum

If the fare constructed for such routing exceeds the fare for a circle trip or round trip constructed from the same point of origin which would include such routing, the circle trip or round trip fare would apply.

2) Interrupted Travel

If a fare constructed for a trip interrupted by travel other than via the participating carriers exceeds the applicable through fare for uninterrupted travel via the routing, the applicable through fare will apply.

3) Maximum Fare- Travel via the same or different classes of service

A combination of fares of the same or different classes of service (see NOTES to paragraph 3 below) may not exceed the lowest of the following fares or combination of fares via the same carrier(s) between and via the same point:

- a) A combination of fares via the class of service used for a portion of the transportation and fares for a higher class of service for the remainder of the transportation, or
- b) A combination of fares via higher classes of service, or
- c) A through published fare via a higher class of service;

**EXCEPTION:** A through published fare via a higher class of service to or from a more distant point may not be used to construct a fare for an intermediate point(s) if there is a published fare for the same higher class of service to or from such intermediate point(s).

- d) In the event that 2 or more fare types/booking codes are used in an itinerary, the through fare to be used, if lower than the sum of applicable fares, is the highest fare type/booking code ranked above.

**NOTE:** For the purpose of paragraphs a), b) and c), fares are published in the following descending order of classes of service:

- 1) First Class - F
- 2) Business Class – J, C
- 3) First Class Restricted - A
- 4) Business Class Restricted – D, I
- 5) Coach – Y

- 6) Coach Restricted - B, M, H, Q, K, L, U, T

**RULE 170: ROUND-TRIP FARES**

When a ticket is purchased before the transportation commences or is reissued pursuant to Rule 255 (Rerouting), the fare applicable to a round trip between two points over the lines of one or more carriers shall be:

- A) When specifically published via the desired routing, the applicable round-trip fare specifically published by or on behalf of such carrier(s).
- B) When not specifically published via the desired routing, the sum of the one-way fares applicable to the respective one-way segments or the sum of the round-trip segment fares if these are published.

**RULE 175: CIRCLE-TRIP FARES**

- A) Except as provided below, when a ticket therefore is purchased before the transportation commences or is reissued pursuant to Rule 255 (Rerouting), the fare applicable to a circle trip via participating carriers or partly via participating carriers and partly via other scheduled air carriers and National Air Taxi Conference members shall be for the portion of carriage via one or more participating carriers, the sum of 50% of the applicable round-trip fares for the respective sections, constructed from the point of origin via the route of travel that produces the lowest fare for the circle trip for class of service used.
- B) The provision of this rule will also apply when a portion of a circle trip involves passage other than by air between any of the following groups of cities:

Miami, FL and Ft. Lauderdale, FL  
Baltimore, MD and Washington, DC  
Ontario, CA and Los Angeles, CA

**EXCEPTION:** The provisions of this rule are not applicable when any portion of the circle trips is flown via charter services or military air services.

**RULE 180: STOPOVERS**

- A) Stopovers will be permitted only upon payment of the combination of applicable fares, or stopover charges.
- B) A stopover, as used herein, will occur when a passenger arrives at an intermediate or junction transfer point on a flight on any carrier, and fails to depart from such intermediate or junction transfer point within 4 hours after their arrival at such point.

## **RULE 185: ROUTINGS**

- A) Each fare applies only to transportation via the routings specified in connection with such fare. Any local routing in connection with a fare applicable to transportation over the lines of any one carrier between any 2 points shall be included in any routing in connection with any published joint fare which includes transportation over the lines of such carrier between such points, unless expressly excluded from the joint fare routing or routings.
- B) Where more than one local fare applies for the portion of passage via a carrier participating in a joint fare, the joint fare shall apply only via the routings specified in connection with the lowest local fare. Delta will provide either written or oral notification to the passenger of any Delta operated flight booked via Delta's telephone or Internet reservations systems which possess a single flight number but which requires an en-route change of aircraft.

**EXCEPTION:** The provisions of paragraph B) will not apply to joint fares constructed in accordance with Rule 165. Travel will be permitted via the routing authorized in connection with the local fares used in constructing such joint fares.

## **RULE 190: BAGGAGE**

Ticketed passengers may check baggage for carriage in the cargo compartment of the aircraft and/or may carry baggage on board the aircraft, subject to the provisions of this rule.

### **A. Free Baggage Allowance**

#### **1. Checked Bags and Carry-On Items**

Delta will accept a maximum of one carry-on item free of charge. All baggage must meet the size and weight limits set forth in this rule to qualify. Lower limits may apply on some flights in Delta's sole discretion. Delta may accept additional, larger, or heavier items as checked baggage when space is available. Fees may apply for checked baggage, as set forth in this rule.

#### **2. One Personal Item**

In addition to the carry-on item included within the baggage allowance, passengers may carry one personal item on to the aircraft. This may include:

- A purse
- A briefcase
- A laptop computer
- A camera case
- A diaper bag, or
- An item of a similar or smaller size to those listed above

#### **3. Personal Assistance Devices and Medical Equipment/Supplies**

Subject to the availability of space on the aircraft, passengers may also check or carry on personal assistive devices such as wheelchairs or crutches, provided the passenger is dependent on them, and medical supplies or equipment, provided the item meets the applicable size and weight restrictions. Such items do not count towards the free baggage allowance.

#### **4. Additional Items Which Do Not Count Towards Free Baggage Allowance**

Subject to the availability of space on the aircraft, the following items may also be carried on board and do not count towards the baggage allowance:

- Food item for immediate consumption
- One box or bag of duty free items

- Coat or jacket
- Umbrella
- One item of reading material
- For transportation from points in Hawaii, one box or mesh bag of pineapples

### **5. Children Traveling on Free or Reduced Fare Tickets**

Children traveling free of charge receive no free baggage allowance. Children paying 50 percent or more of the normal adult fare receive the same free baggage allowance as a passenger paying the adult fare.

## **B. General Rules for Acceptance of Baggage**

### **1. Subject to Inspection**

All baggage is subject to inspection. Delta will not transport baggage that the passenger refuses to submit for inspection.

### **2. Suitable for Transport**

Delta may refuse to accept for transport as baggage any item that, in Delta's sole judgment:

- Creates a risk of harm or annoyance to other passengers
- Poses a risk to other baggage or cargo
- Delta is prohibited from carrying by any law, regulation or government directive
- Is in a condition which creates an unreasonable risk of damage to the baggage under normal handling conditions; or
- Is otherwise unsuitable for transportation

### **3. Restricted Articles**

Delta will not accept as baggage any article which is listed in the DOT hazardous materials regulations (49 CFR 171-177); the International Civil Aviation Organization Technical Instruction for the Safe Transport of Dangerous Goods by air and/or the IATA Dangerous Goods Regulations. Notwithstanding the foregoing, on flights other than those operated by Delta Connection carriers, Delta will accept a maximum of 5.5lbs/2.5kg of dry ice in checked or carry-on baggage. The passenger must declare such dry ice at the initial point of check-in.

## **C. Carry-On Baggage**

The following additional conditions apply to the acceptance of carry-on baggage.

### **1. Subject to Space Availability**

Acceptance of carry-on baggage is subject to space availability on the aircraft at the time the passenger boards. If adequate space is not available, Delta may require that the baggage be checked. Delta will gate check the baggage free of charge assuming the item meets Delta's general size limit for carry-on baggage allowance.

### **2. Stowage During Flight**

All carry-on baggage must be retained in the passenger's custody and stored under a seat or in an overhead compartment approved for the carriage of such baggage.

### **3. Size Limits for Carry-On Baggage**

Carry-on baggage may not exceed a maximum outside linear dimension of 45 inches.

### **4. Responsibility for Carry-On Baggage**

Carry-on baggage which remains in the custody of the passenger is the sole responsibility of the passenger. Delta will not accept claims for lost, forgotten, or stolen carry-on baggage unless such baggage is tendered to Delta's in-flight personnel for storage during flight or otherwise delivered into the custody of Delta.

Storage in overhead bins or under a seat shall not be construed as delivery into Delta's custody.

#### **D. Cabin Seat Baggage**

As an alternative to checking baggage, passengers may request that items of baggage which do not qualify as carry-on luggage be transported as cabin seat baggage, subject to the provisions of this rule.

##### **1. Stowage of Cabin Seat Baggage**

Cabin seat baggage must be carried aboard the aircraft by the passenger and properly secured in a seat available for stowage of cabin seat baggage. On Delta-operated flights, seats available for cabin seat baggage stowage include any seat within a passenger compartment, provided that a physical bulkhead or divider is present at the front of the compartment. On flights operated by Delta Connection carriers, cabin seat baggage may be located only in the first row of seats behind the bulkhead row of seats or in a row forward of the most forward-seated passenger. Acceptance of cabin seat baggage is subject to space availability on the aircraft, and is not available on all flights.

##### **2. Fee for Cabin Seat Baggage**

The fee for carriage of cabin seat baggage is the full applicable fare for that portion of the trip on which the extra seat is used. Cabin seat baggage will not be included in determining the free baggage allowance or excess baggage charges.

##### **3. Restrictions on Acceptance of Cabin Seat Baggage**

The following additional restrictions apply:

- Baggage must not exceed 100 lbs./ 45 kg unless otherwise set forth in this rule.
- The passenger and baggage must occupy the same compartment.
- Baggage must not contain dangerous goods.
- Baggage must be packaged or covered in a manner to avoid possible injury to passengers.
- Baggage must be properly secured by a seat belt to eliminate the possibility of shifting during ground and flight operations.
- The location of the baggage must not restrict access to or the use of any required emergency or regular exit, or the aisle in the cabin.
- The location of the baggage must not obscure any passenger's view of the seat belt, no smoking or required exit signs.

#### **E. Checked Baggage**

The following additional conditions apply to the acceptance of checked baggage.

##### **1. Proper Identification**

Each piece of checked baggage must have a current identification tag or label on the outside containing the passenger's name, address and telephone number.

##### **2. Routing of Checked Baggage**

Except as otherwise provided in this rule, baggage will be checked only to the passenger's destination or next point of stopover. Baggage will be carried in the same aircraft as the passenger unless Delta determines in its sole discretion that such carriage is impracticable, in which case Delta will carry the baggage on the next preceding or subsequent flight on which space is available. Baggage may be reclaimed at an intermediate point only if:

###### **a) Connection Time Exceeding Four Hours**

Passengers making connections to the first available Delta flight departing from an intermediate point may reclaim their baggage at the intermediate point if the connection exceeds four hours.

**b) Transfer Between Airports**

For passengers connecting to flights scheduled to depart from an airport different from the one at which the passenger is scheduled to arrive, baggage will be checked to the airport from which the passenger will transfer to the connecting airport.

**3. Delivery of Checked Baggage**

At the time of check-in, Delta will issue a baggage check to the passenger identifying each item of baggage accepted for transport as checked baggage. Delta will deliver checked baggage to the bearer of the baggage check at the baggage claim area of the airport destination shown in the baggage check. It is the passenger's responsibility to claim the checked baggage at the baggage claim area and to present the baggage check, if requested, when doing so. Delta assumes no obligation to verify the identity of the bearer at the destination airport.

**4. Time Limits for Baggage Check-In**

Delta may refuse to accept for checking any baggage that is not tendered to Delta at the airport curbside or ticket counter acceptance positions by the check-in deadlines specified in Rule 135.

**5. Size and Weight Limits for Checked Baggage**

Except as otherwise provided in this rule, checked baggage may not exceed a maximum outside linear dimension of 62 inches or a maximum weight of 50 lbs. Delta may in its discretion accept larger or heavier baggage, but may require payment of an excess baggage fee, as set forth below.

**6. Excess Baggage Fees**

Delta may, in its sole discretion, accept for transport baggage in excess of the maximum number, size and/or weight allowances described above. Such baggage will be accepted for transportation only upon the payment of the excess baggage fees specified in this rule. The excess baggage fees set forth below apply each way, and are cumulative, i.e., a single item of baggage may be subject to additional item, oversize, and overweight charges if applicable. In addition to these charges, baggage connecting to other airlines may be subject to the connecting airline's charges for additional, oversize, and/or overweight baggage.

**a) Additional Items of Baggage**

Each item of checked baggage in excess of the baggage allowance, if accepted, is subject to an excess baggage piece fee as set forth in the table below. Subject to space availability, Delta may accept up to 10 total checked bags per passenger on flights operated by Delta Air Lines and up to a total of 4 total checked bags per passenger on flights operated by a Delta Connection carrier.

Domestic Baggage Fees	
1st Bag	USD25/CAD25
2nd Bag	USD35/CAD35
Extra Piece	3 USD150/CAD150 4-10 USD200/CAD200

Bag Overweight 51-70 lbs	\$100
Bag Overweight 71-100 lbs	\$175
Bag Oversize 63-80 inches	\$200

**b) Oversize Baggage**

Delta may accept baggage with a maximum outside linear dimensions exceeding 62 inches, but not exceeding 80 inches, as oversize baggage. Except as otherwise set forth in this rule, each item of such baggage, if accepted, is subject to the following oversize baggage fees:

- 1) for items exceeding 62 inches, but not exceeding 80 inches – USD200

**c) Overweight Baggage**

Delta may accept baggage weighing more than 50 lbs. but not exceeding 100 lbs., as overweight baggage. Each item of such baggage, if accepted, is subject to an overweight baggage fee as set forth in the following table:

Domestic Baggage Fees	
Bag Overweight 51-70 lbs	\$100
Bag Overweight 71-100 lbs	\$175

Except as otherwise set forth in this rule, baggage weighing more than 100 lbs. will not be accepted as checked baggage.

**d) Exception for Active Duty Military Personnel**

Active duty U.S. military personnel traveling on orders to or from duty stations and active U.S. military dependents traveling on relocation orders are allowed up to four checked bags in Delta’s Economy Class and Delta Connection® carriers (regardless of cabin), and up to five checked bags in First and Business Class on Delta aircraft only, at no charge. Each bag may weigh up to 70 lbs. (32 kg) and measure up to 80 linear inches (203 cm).

Additionally, military personnel traveling on personal business will be allowed two checked bags up to 50 lbs (23 kg) and 62 linear inches (158 cm) at no charge.

**e) Exception for Media**

Camera, film, video tape, lighting, and sound equipment will be accepted when tendered by representatives of network or local television broadcasting companies or commercial film-making companies, upon payment of \$50 per article with the maximum weight allowed of 100 lbs and size of up to 115 total linear inches.

## **F. Acceptance of Fragile, Perishable, or Precious Items**

### **1. Items Deemed to Be Fragile, Perishable, or Precious**

The classes of items listed below are deemed to be fragile, perishable, precious, or otherwise unsuitable as checked baggage and will not be accepted as baggage, except as set forth in subsection, F.2., below.

#### **a) Artistic Items**

Vases, figurines, ceramic articles, trophies, paintings, sculpture, antique furniture, and similar objects of art.

#### **b) Electronic and Mechanical Items**

Television sets, radios, amplifiers, speakers, tape recorders, video recorders, DVD players, digital music or video devices, electronic communications devices, calculators, computers, typewriters, dictation equipment, and similar electronic or mechanical items.

#### **c) Glass**

Terrariums, mirrors, crystal, china and glass containers for liquors, wines, beer, liqueurs, and perfumes, and similar items fabricated from glass or similar materials.

#### **d) Infant Items**

Fragile items for infant care, including without limitation strollers and car seats.

#### **e) Jewelry or Precious Metals**

Jewelry, silverware, precious metals, and similar highly valuable items.

#### **f) Musical Instruments And Equipment**

Guitars, violins, trombones, drums, and other musical instruments or equipment.

#### **g) Perishable Items**

Fresh or frozen foodstuffs such as fruits, vegetables, meats, fish, poultry, and bakery products; floral and nursery stock such as flower, fruit, and vegetable plants; cut flowers and foliage such as floral displays; and similar items of a perishable nature.

#### **h) Photographic/Cinematographic Equipment**

Cameras, lenses, flash bulbs, projectors, video cameras, and other photographic or cinematographic equipment

#### **i) Precision Items**

Microscopes, oscilloscopes, meters, counters, polygraphs, scales, and similar precision equipment.

#### **j) Recreational And Sporting Goods**

Fragile recreational or sporting goods of any kind, including without limitation archery equipment, golf clubs, tennis rackets, skis, fishing rods, sculls, surfboards, scuba diving masks and pressure gauges, scopes, sporting trophies such as animal horns and antlers, skin diving gear, model airplanes, bicycles, backpacks, knapsacks, sleeping bags, and tents made of plastic, vinyl, or other easily tearable material with aluminum frames, outside pockets, or protruding straps and buckles.

#### **k) Toys**

Dolls, dollhouses, model trains and airplanes, and similar toys of a fragile nature.

#### **l) Valuable or Fragile Papers**

Cash, cash equivalents, securities, negotiable instruments, irreplaceable documents, advertising displays,

models, sketches, blueprints, maps, and other valuable or fragile paper materials.

**m) Other Fragile or Perishable Items**

Any item not otherwise listed above which, by its nature or packaging, is subject to damage or spoilage during its carriage as checked baggage, despite exercise by the carrier of ordinary care in its handling.

**2. Acceptance of Fragile, Perishable or Precious Items**

**a) Duty to Identify Fragile, Perishable, or Precious Items**

The passenger must identify all fragile, perishable, or precious items contained in any baggage tendered to Delta for carriage at the time of check-in.

**b) Precious or Highly Valuable Items**

Precious or other highly valuable items, including without limitation cash, cash equivalents, securities, negotiable instruments, irreplaceable documents, jewelry, silverware, precious metals, works of art, computers, electronic equipment, photographic equipment, and any other items that cannot be easily replaced if lost or damaged may not be transported in checked baggage.

**c) Acceptance of Properly Packaged Fragile Items**

Except as provided below, fragile items will be accepted as checked baggage only if, in Delta's sole determination, the items are appropriately packaged in an original factory-sealed carton, cardboard mailing tube, a container or case designed for shipping such items, or packed with protective internal material sufficient to protect the items from damage during ordinary handling, and are otherwise suitable for transport under these rules.

**d) Acceptance of Other Fragile or Perishable Items**

Perishable items and fragile items not accepted by Delta pursuant to the preceding section may be accepted upon the condition that the passenger agree in advance and in writing to release the carrier of liability for loss or damage resulting from the unsuitability of such items as checked baggage and/or the inadequacy of their packaging, in a Limited Liability Release form to be provided by Delta.

**G. Acceptance of Animals**

**1. Acceptance of Pets as Checked or Cabin Baggage**

Subject to the exceptions specified in this rule, Delta does not accept animals for transportation as checked baggage. The limited exceptions to this general prohibition are as follows: Delta will accept pets and animals for transportation as checked baggage for (1) members of the U.S. military and their family members who are traveling on active transfer orders, and (2) passengers traveling with emotional-support animals. As to animals that fall within those exceptions, Delta will accept cats, dogs, household birds, guinea pigs, rabbits, and hamsters as checked baggage. Delta does not accept snub-nosed or pug-nosed pets as checked baggage under any circumstances. Carriage of any other pets as checked baggage will be determined on a case-by-case basis at Delta's sole discretion. Animals that do not fall within the aforementioned exceptions may be shipped as air cargo. Please contact Delta or visit [delta.com](http://delta.com) for rules applicable to cargo shipments. This rule does not apply to the transportation of service animals pursuant to Rule 55.

**a) Advance Arrangements Required**

Advance arrangements must be made with Delta to transport pets as checked or carry-on baggage. Animals are accepted on a first-come, first-serve basis.

**b) Compliance with Applicable Laws and Regulations**

The passenger is solely responsible for compliance with any applicable laws, customs, and/or other

governmental regulations, requirements, or restrictions of the country, state, or territory to which the animal is being transported.

**c) Financial Responsibility**

The passenger is responsible for all financial obligations involved in transporting the animal, including but not limited to the cost of obtaining vaccinations, health certificates, and quarantine charges.

**2. Special Conditions for Acceptance of Animals As Checked Baggage**

The following additional conditions apply to acceptance of animals as checked baggage.

**a) Environmental Conditions**

Delta will not accept animals as checked baggage when, in Delta's sole discretion, environmental conditions may pose a hazard to the safety or comfort of the animal. In particular, and without limitation of the foregoing, animals will not be accepted during the following periods or on the following flights:

**(1) Maximum temperature**

Warm-blooded live animals will not be accepted as checked baggage if the temperature is expected to be above 85F / 29C at any point during the animal's journey.

**(2) Minimum temperature**

Delta will not accept warm blooded live animals as checked baggage when the temperature is expected to be below 10F / -12C. The minimum temperature does not apply to sled dogs or other animals that normally live outdoors and are naturally acclimated to cold temperatures.

**b) Transfer to Another Carrier**

Animals will not be checked beyond a point of transfer to another carrier.

**c) Approved Container Required**

**(1) Compliance with USDA Requirements**

Animals accepted as checked baggage must be confined in a shipping kennel approved by the U.S. Department of Agriculture (USDA). The passenger is responsible for insuring that the container meets all governmental requirements for the safe and humane transportation of the animal being transported. Without limitation of the foregoing, containers must be large enough to allow the animal to stand upright and turn around and must be leak proof. Delta may refuse to accept any animal as checked baggage if, in its sole discretion, the animal is not properly confined in an approved container.

**(2) Size and Weight Limitations**

Size and weight limitations for containers that will be accepted as checked baggage also apply, and vary depending upon the aircraft and operating carrier. For current information on the size and weight limitations that apply to specific flights, contact Delta or visit [delta.com](http://delta.com).

**(3) Number of Animals Per Container**

No more than one adult dog or cat may occupy a single container. Two puppies or kittens may occupy a single container provided they are less than 6 months of age and weigh less than 20 lbs. each. Two household birds will be permitted in the same container.

**(4) Number of Containers Per Passenger**

Delta will accept no more than two containers per passenger as checked baggage on most flights. For flights operated by some Delta Connection carriers, only one container per passenger will be accepted.

### **3. Special Conditions for Acceptance of Animals As Baggage In The Passenger Compartment**

In addition to the general baggage rules set forth above, the following special conditions apply to acceptance of personal pets as carry-on baggage in the passenger compartment.

#### **a) Animals Accepted as Baggage in the Passenger Compartment**

Personal pets that may be accepted as baggage in the passenger compartment include dogs, cats, and household birds. Other pets or animals are not accepted. The pet must be small enough to fit comfortably in a kennel under the seat directly in front of the passenger, and must be at least ten weeks old. Pets will not be accepted as carry-on baggage on flights to Hawaii.

#### **b) Size and Weight Limitations**

Maximum carry-on kennel dimensions apply and vary depending upon the aircraft and operating carrier. For current information on the size limitations that apply to specific flights, contact Delta or visit [delta.com](http://delta.com).

#### **c) Container and Animal Storage**

The container must be stored under the seat directly in front of the passenger. The animal will not be carried in the first (bulkhead) row or adjacent to an emergency exit. The animal must remain in the container while in the boarding area or Delta airport lounge, during boarding or deplaning, and at all times while on board the aircraft.

#### **d) Removal of Offensive or Disruptive Animals**

In the event the animal becomes offensive or causes a disturbance during transit, the animal may be removed, at the captain's discretion, at the first en route stop and placed in the cargo compartment for continuing transportation.

#### **e) Maximum Number of Animals Accepted Per Passenger**

A passenger may not carry on more than one pet.

#### **f) Maximum Number of Animals Accepted Per Flight**

Delta limits the number of pets that will be accepted for carriage in the passenger compartment on each flight as follows:

- two pets in the First Class cabin, if applicable
- two pets in the domestic business or domestic Delta One™ cabin, if applicable
- four pets in the main (Coach) cabin on Delta-operated flights
- two pets in the main (Coach) cabin on flights operated by Delta Connection carriers

Note: For aircraft with only one cabin the total allotment is four pets on flights operated by either Delta or the Delta Connection Carriers.

#### **g) Unaccompanied Minors**

Animals may travel in the cabin with unaccompanied minors, but will not be accepted as checked baggage unless one of the exceptions specified in this rule applies. Pet in Cabin fees apply in addition to the UMNR service charge.

### **4. Charges for Animals Accepted as Baggage**

#### **a) Animals Accepted As Checked Baggage**

The fee for carriage of animals accepted as checked baggage is USD \$200 one way. The animal and its container will not be included in determining the free baggage allowance.

## **b) Animals Accepted as Carry-On Baggage**

The fee for carriage of animals accepted in the passenger cabin is USD \$125 one way. Acceptance of the animal for carriage in the passenger compartment will be in lieu of one piece of carry-on baggage.

## **H. Acceptance of Other Special Items**

Special baggage rules apply to certain categories of items, as set forth below. Except as stated below, the general baggage rules, including fees for excess, overweight, and oversize baggage, and the restrictions on acceptance of fragile or perishable items, apply to the carriage of these special items.

### **1. Antlers and Game Meat**

#### **a) Antlers**

Antlers may be accepted as checked baggage. These items will be subject to a charge of USD150 each way. Antlers must be as free of residue as possible. The skull must be wrapped and tips protected. Linear dimensions must not exceed 115 inches; no oversized fees apply. Applicable overweight fee applies for antlers weighing more than 70 lbs; antlers weighing over 100 lbs will not be accepted. Antlers that do not arrive with the passenger will be held at the local baggage service office for pick up or will be delivered at the passenger's expense.

#### **b) Game Meat**

On most flights, Delta will accept game meat for transportation subject to the rules for carriage of perishable items. Game meat is not permitted in checked baggage on flights from Jackson Hole, Wyoming (JAC).

### **2. Bicycles**

Bicycles will be accepted as checked baggage. These items will be subject to a charge of USD150/CAD150 each way. Linear dimensions must not exceed 115 inches. Bikes with linear dimensions exceeding 115 inches will not be accepted. Applicable overweight fee applies for bicycles weighing more than 70 lbs; bicycles weighing over 100 lbs will not be accepted. Non-motorized touring or racing bicycles with single seats may be accepted as checked baggage on most flights: Bicycles must be packaged in a cardboard or canvas container with handlebars fixed sideways and pedals removed, or with handlebars and pedals encased in plastic, Styrofoam, or other similar material. Limits on the total number of bicycles that may be accepted apply for some Delta Connection flights. For those flights, advance reservations are required.

### **3. Child restraint seat**

A DOT-approved child restraint seat will be accepted for transportation in the passenger compartment when an additional seat is reserved, a ticket is purchased, and the restraint seat can be properly secured by the seat belt. If no ticket for the infant is purchased, Delta may, at its discretion, accept the seat for transportation in the passenger compartment if space is available. If no space is available, the child seat restraint must be checked as baggage at the gate, and will not count against the passenger's checked baggage allowance. Child carrier devices without DOT approval labels may not be used to secure the child when the seat belt sign is illuminated.

### **4. Fishing Equipment**

Fishing poles (if properly encased) may be accepted if the maximum outside linear dimensions exceed 62 inches, but do not exceed 115 inches; standard excess size charges apply for items over 80 inches and all other standard baggage charges apply.

### **5. Golfing Equipment**

One piece of golf equipment may be accepted as checked baggage. Standard checked baggage fees apply. Overweight baggage fees will apply to bags that exceed 50 lbs. Oversized baggage fees will be waived for golf bags that exceed 62 linear inches and are less than or equal to 115 linear inches. Bags exceeding 115 linear inches will not be accepted.

One item of golfing equipment is defined as:

1. one golf bag containing one set of golf clubs
2. golf balls and tees; and
3. 1 pair of golf shoes

Golf clubs will be accepted as checked baggage under the following conditions:

Golf bag is packaged within a hard-shell case

Golf bag is packaged within a soft-sided golf club travel bag after a limited release has been signed

Delta is not responsible for damage noted at the time of check-in or damage due to over-packing the bag.

## **6. Hockey/Lacrosse Equipment**

Items of hockey/lacrosse equipment may be accepted as checked baggage. One item of hockey/lacrosse equipment is defined as one equipment bag plus two hockey or lacrosse sticks (taped together). The maximum outside linear dimensions may exceed 62 inches and no excess size charges apply. All other standard baggage charges apply.

## **7. Musical Instruments**

Subject to the rules for carriage of fragile items and the other rules set forth above, Delta may accept musical instruments or equipment provided, including case, the outside linear dimensions do not exceed 150 inches and the weight, including case, does not exceed 165 lbs. Standard overweight, oversize and piece baggage charges or cabin seat baggage charges apply. Musical instruments exceeding 100lbs will be subject to the overweight fee applied to baggage weighing between 70 and 100lbs. Musical instruments exceeding 80 linear inches will be subject to the oversize fee applied to baggage measuring between 62 and 80 linear inches.

## **8. Scuba-Diving Equipment**

One dive bag containing scuba equipment other than an empty dive tank may be accepted as checked baggage. An empty dive tank will be accepted as checked baggage and will be subject to a USD150 fee each way. The outside linear dimensions may be between 62 and 115 inches, but standard excess size charges apply. Tanks with linear dimensions exceeding 115 inches will not be accepted. Tanks weighing over 70 lbs will be subject to excess weight charges.

## **9. Shooting Equipment (Sporting Firearms)**

Items of shooting equipment will be accepted as checked baggage only subject to the conditions and charges specified below.

### **a) Shooting Equipment Defined**

One item of shooting equipment is defined as:

- one bow and quiver of arrows and maintenance kit enclosed in a case or container of sufficient strength to protect the bow and quiver from accidental damage
- one gun case containing up to four rifles/shotguns/shooting material/tools
- one gun case containing up to five handguns/one scope/tools

### **b) Conditions Of Acceptance**

Firearms must be unloaded and packed in a locked, hard side case with a key or combination in possession of the passenger only. Small arms ammunition must be packed in the manufacturer's original package or securely packed in fiber, wood or metal boxes, or other packaging specifically designed to carry small amounts of ammunition. Ammunition with explosive or incendiary projectiles, gun powder, propellant charges for muzzle loading firearms such as Pyrodex, and black powder will not be accepted. Ammunition

exceeding 5 kg. (11 lb.) gross weight per passenger will not be accepted and may not be combined into one or more packages. For transportation via Delta flights operated by SkyWest, the maximum amount of ammunition accepted is 10 lbs. Ammunition and gun powder will not be accepted as carry-on baggage.

**c) Compliance with Applicable Law**

It is the passenger's sole responsibility to comply with government laws, regulations or restrictions dealing with the possession or prohibition of firearms or other dangerous items. Disclosure of checking a firearm or prohibited item must be made at the first point of contact with a Delta Representative and prior to the security check point.

**d) Charges**

All standard baggage charges apply.

**10. Ski/Snowboard Equipment**

Items of skiing/snowboard equipment may be accepted as checked baggage. One item of skiing equipment is defined as one pair of skis/ski poles or one snowboard, and one boot bag. The combined weight of the ski/snowboard bag and the boot bag may not exceed 50lb or excess weight charges will apply. The maximum outside linear dimensions may exceed 62 inches, and no excess size charges apply. All standard baggage charges apply. Equipment exceeding 115 linear inches will not be accepted.

**11. Surfboards/Boogie Boards/Skimboards**

Surfboards/boogie boards/skimboards must be checked in a case designed to protect them. If not presented in an appropriate protective case, the item will be accepted only if the passenger executes a Limited Liability Release for fragile items as set forth above. Surfboards will be charged per container at a rate of USD150 each way up to 70lbs. Surfboards are limited to two (2) boards per container. Surfboards over 70lbs will be charged the applicable excess weight charge in addition to the flat rate fee. The maximum outside linear dimensions may not exceed 115 inches. Surfboards are not accepted on flights operated by ExpressJet. Boogie boards/skimboards not exceeding 43in/109 cm in length will be accepted as standard checked baggage; a fee of USD150 each way applies to boogie boards/skimboards exceeding 43in/109cm in length.

**12. Windsurfing Equipment**

Windsurfing equipment consisting of up to two (2) windsurfing boards with a wooden boom, and one mast and sail contained in one bag will be accepted on most Delta-operated flights, subject to the rules governing acceptance of fragile items set forth above. This equipment will be subject to a charge of USD150 each way up to 70lbs allowed at this rate. Windsurfing equipment is per container, additional containers will be charged per container the excess bag rate. Windsurf equipment over 70lbs will be charged the applicable excess weight charge in addition to the flat rate fee. Windsurf equipment over 115 inches will not be accepted. Windsurfing equipment will not be accepted for transportation on MD-80 aircraft or on aircraft operated by Delta Connection carriers.

**13. Pole Vault/Javelin Equipment**

Delta will accept Pole Vault/Javelin Equipment as checked baggage provided it does not exceed 80" in length. If the item exceeds 80" in length or the allotted weight limit then excess baggage fees apply. All standard baggage charges apply.

## **I. Baggage Liability**

### **1. General Limitation of Liability For Loss of, Damage to, or Delay in Delivery of Baggage**

Delta's liability for the loss of, damage to, or delay in the delivery of a fare-paying passenger's personal property delivered into Delta's custody, including checked baggage and carry-on baggage tendered to Delta's in-flight personnel for storage during flight or otherwise delivered into the custody of Delta, shall be limited to proven damage or loss. Actual value for reimbursement of lost or damaged property shall be determined by the documented original purchase price less any applicable depreciation for prior usage. Under no circumstances shall the liability for loss of, damage to, or delay in the delivery of baggage exceed \$3,500 per fare-paying passenger. These limitations shall also apply to baggage or personal property accepted by Delta for temporary storage at a city or airport ticket office or elsewhere before or after the passenger's trip.

### **2. Preexisting Damage/ Wear and Tear From Ordinary Handling**

Delta assumes no liability for preexisting damage, including minor cuts, scratches, and broken zippers as a result of over packing, or for wear and tear resulting from ordinary handling of baggage.

### **3. No Waiver**

Failure by Delta to enforce the maximum limitations of liability at \$3,500 shall not be construed as a waiver of the right to limit liability at some higher amount.

### **4. Special Items**

#### **a) Wheelchairs and Personal Assistive Devices**

The maximum liability limitations set forth above shall not apply to claims for the loss of, damage to, or delay in the delivery of wheelchairs or other assistive devices. Delta will accept these items as checked baggage regardless of packaging, but will not be responsible for repair or replacement of such items due to damage existing at the time of acceptance. Any such damage will be noted by Delta on a release form at the time of acceptance.

#### **b) No Liability for Loss or Damage to Fragile, Perishable, or Precious Items Not Identified to Delta at the Time of Check-In**

Delta shall not be liable for any loss or damage to precious items, nor for deterioration or spoilage resulting from delay in delivery of any perishable items, nor for damage to, or damage caused by, fragile articles that are unsuitably packed, if such items are included in the passenger's checked baggage without Delta's knowledge. It is the responsibility of the passenger to identify such items to Delta at the time of check-in.

#### **c) Fragile or Perishable Items Accepted Pursuant to Limited Liability Release**

Delta will not be liable for loss of, damage to, or delay in the delivery of a passenger's baggage or other property accepted by Delta pursuant to the execution of a Limited Liability Release form executed by the passenger for the purpose of inducing Delta to carry the item, except as expressly provided by the terms and conditions of the Limited Liability Release form executed by the passenger.

### **5. Loss Due To Government or Airport Action**

Delta is not liable for loss, damage, or delay of a passenger's checked baggage, carry-on baggage, wheelchair or assistive device, or any personal item that may result from a security search of such items conducted by an agent of any local, state, or federal agency in charge of airport security screening, or from confiscation by an agent of any local, state, or federal agency.

### **6. Time Limitations for Baggage Claims**

No action shall be maintained for any loss of, or damage to, or any delay in the delivery of baggage arising out of or in connection with transportation of, or failure to transport any passenger or baggage unless notice

of a claim is presented to an office of Delta within 24 hours after the alleged occurrence of the events giving rise to the claim, and unless the action is commenced within one year after such alleged occurrence. Any notification received within 24 hours which informs the carrier of the nature of the claim is sufficient to meet the requirements for timely notice. Delta reserves the right to deny any claim not presented within 24 hours of the alleged occurrence. Written notification of loss must be received by Delta's system baggage within 21 days after the alleged occurrence. Delta reserves the right to deny any claim in the event of failure to give such notice within 21 days.

#### **7. Carriage By Multiple Carriers**

When the transportation is over the lines of Delta and one or more carriers with a limitation of liability exceeding \$3,500 for each fare-paying passenger and responsibility for loss, damage, or delay in delivery of baggage cannot be determined, the liability limit of \$3,500 for each fare-paying passenger will be applied to all carriers. Whenever responsibility for loss, damage, or delay in delivery of baggage cannot be determined and when transportation is via Delta and one or more carriers which exclude certain items in checked baggage from their liability, Delta will not be liable for the excluded items.

#### **J. Governing Rules for Domestic Codeshare Flights**

When the passenger's travel involves domestic flights operated by a Delta domestic codeshare partner other than a Delta Connection carrier, the baggage rules of the marketing carrier on the first segment of a round trip, or the marketing carrier on the first segment of each one way trip will govern for the purposes of determining baggage acceptance policies and applicable baggage fees. Notwithstanding the foregoing, the baggage liability provisions set forth above shall govern the liability of Delta and/or any Delta Connection carrier with respect to any transportation subject to this contract of carriage.

### **RULE 240: FLIGHT DELAYS/CANCELLATIONS**

#### **A. Flight Schedules are Not Guaranteed**

Delta will exercise reasonable efforts to carry passengers and their baggage according to Delta's published schedules and the schedule reflected on the passenger's ticket, but published schedules, flight times, aircraft type, seat assignments, and similar details reflected in the ticket or Delta's published schedules are not guaranteed and form no part of this contract. Delta may substitute alternate carriers or aircraft, delay or cancel flights, change seat assignments, and alter or omit stopping places shown on the ticket at any time. Schedules are subject to change without notice. Except as stated in this rule, Delta will have no liability for making connections, failing to operate any flight according to schedule, changing the schedule for any flight, changing seat assignments or aircraft types, or revising the routings by which Delta carries the passenger from the ticketed origin to destination.

#### **B. Delta's Liability in the Event of Schedule Changes, Delays and Flight Cancellations**

In the event of flight cancellation, diversion, delays of greater than 90 minutes, or delays that will cause a passenger to miss connections, Delta will (at passenger's request) cancel the remaining ticket and refund the unused portion of the ticket and unused ancillary fees in the original form of payment in accordance with Rule 260 of these conditions of carriage. If the passenger does not request a refund and cancellation of the ticket, Delta will transport the passenger to the destination on Delta's next flight on which seats are available in the class of service originally purchased. At Delta's sole discretion and if acceptable to the passenger, Delta may arrange for the passenger to travel on another carrier or via ground transportation. If acceptable to the passenger, Delta will provide transportation in a lower class of service, in which case the passenger may be entitled to a partial refund. If space on the next available flight is available only in a higher class of service than purchased, Delta will transport the passenger on the flight, although Delta reserves the right to upgrade other

passengers on the flight according to its upgrade priority policy to make space in the class of service originally purchased.

**C. Delta's Liability For Additional Amenities in the Event of Schedule Changes, Delays and Flight Cancellations**

Except as provided above, Delta shall have no liability if the flight cancellation, diversion or delay was due to force majeure. As used in this rule, "force majeure" means actual, threatened or reported:

- (1) Weather conditions or acts of God
- (2) Riots, civil unrest, embargoes, war, hostilities, or unsettled international conditions
- (3) Strikes, work stoppages, slowdowns, lockout, or any other labor-related dispute
- (4) Government regulation, demand, directive or requirement
- (5) Shortages of labor, fuel, or facilities
- (6) Any other condition beyond Delta's control or any fact not reasonably foreseen by Delta

However, when for reasons other than force majeure, a passenger's travel is interrupted for greater than 4 hours after the scheduled departure time as a result of flight cancellation or delay on the date of travel Delta will provide the passenger with the following additional amenities during the delay:

**(a) Hotels**

If overnight accommodations are available at Delta contracted facilities, Delta will provide the passenger with a voucher for one night's lodging when the delay is during the period of 10:00 pm to 6:00 am. Delta will provide free public ground transportation to the hotel if the hotel does not offer such service. If accommodations are not available, Delta will provide the passenger with a voucher that may be applied to future travel on Delta equal in value to the contracted hotel rate, up to \$100 USD.

**(b) Ground Transportation**

In lieu of lodging or other amenities, if a passenger's flight is diverted to an alternative airport, Delta will furnish ground transportation to the destination airport if the destination on the ticket and the diverted airport destination are within the following city groups:

San Francisco, CA (SFO)/ Oakland, CA (OAK)/ San Jose, CA (SJC)  
Los Angeles, CA (LAX)/ Long Beach, CA (LGB)/ Ontario, CA (ONT)/ Santa Ana, CA (SNA)  
Denver, CO (DEN)/ Colorado Springs (COS)  
O'Hare – Chicago, IL (ORD)/ Midway – Chicago, IL (MDW)  
Dallas-Ft. Worth, TX (DFW)/ Dallas, TX Love Field (DAL)  
Bush Intercontinental – Houston, TX (IAH)/ Hobby – Houston, TX (HOU)  
Fort Lauderdale, FL (FLL)/ Miami, FL (MIA)/ West Palm Beach, FL (PBI)  
Baltimore, MD (BWI)/ National – Washington, DC (DCA)/ Dulles – Washington, DC (IAD)  
Newark, NJ (EWR)/ LaGuardia – New York, NY (LGA)/ John F. Kennedy – New York, NY (JFK)  
Orlando, FL (MCO)/ Tampa, FL (TPA)/ Daytona Beach, FL (DAB)/ Melbourne, FL (MLB)

**(c) Additional Amenities**

Delta will provide such additional amenities as are necessary to maintain the safety and/or welfare of customers with special needs such as unaccompanied children and customers with disabilities. Such amenities will be furnished consistent with special needs and/or circumstances.

#### **D. Extended Tarmac Delays – Codeshare Services**

In the event of extended tarmac delays on flights operated by a Delta codeshare partner, the contingency plan for lengthy tarmac delays of the operating carrier will apply.

#### **RULE 245: DENIED BOARDING COMPENSATION**

A) Overbooking of Flights

Because passengers with confirmed reservations on a flight sometimes fail to show, Delta reserves the right to sell more tickets for travel on each flight than there are seats available on the aircraft. In some cases, this may result in a flight in which Delta cannot accommodate one or more passengers with confirmed reservations (an “oversold flight”). Delta may deny boarding to passengers with confirmed reservations on an oversold flight as set forth in this rule. The rights of passengers who are denied boarding shall be governed by this rule.

B) Request For Volunteers

Before denying boarding to any passenger holding a confirmed reservation on an oversold flight, Delta will ask other passengers on the flight to voluntarily give up their seat in exchange for compensation in an amount and form to be determined by Delta in its sole discretion. If a sufficient number of volunteers agree to give up their seats in response to Delta’s offer, then no passenger with a confirmed reservation will be involuntarily denied boarding due to the oversale of the flight. If there are more volunteers than required, selection of the volunteer(s) to receive compensation shall be subject to Delta’s sole discretion.

C) Involuntary Denied Boarding

If an insufficient number of passengers volunteer to give up their seats in response to Delta’s offer, Delta may involuntarily deny boarding to one or more passengers on the oversold flight according to the following boarding priority rules:

- 1) Passengers Holding Tickets for Travel in Premium Cabin, SkyMiles members identified with a Diamond Medallion (“DM”), Platinum Medallion (“PM”), or Gold Medallion (“GM”) elite-status designation, and passengers holding tickets purchased under a DL corporate travel agreement.

Passengers holding tickets for confirmed space in the First or Business class cabin, SkyMiles members identified with a DM, PM, or GM elite-status designation, and passengers holding tickets purchased under a DL corporate travel agreement will be accommodated before other passengers holding tickets and/or boarding passes for confirmed space in the coach cabin.

- 2) Passengers With Boarding Passes

Subject to the terms set forth in Rule 245(c)(1) and (4), passengers holding boarding passes who check in and present themselves at the departure gate in compliance with Rule 135(c) will be accommodated before passengers traveling in the same cabin who have not been issued boarding passes or who fail to comply with applicable check-in requirements. Subject to the availability of seats on the aircraft, boarding passes may be obtained by passengers who hold tickets for confirmed reserved space in the following manner:

- a) for passengers traveling on electronic tickets, through the Online Check-in feature on Delta.com within 24 hours of scheduled departure

- b) for passengers traveling on electronic tickets, through a Delta airport kiosk within four hours of scheduled departure
- c) from a Delta airport ticket counter and/or the check-in desk located in the departure area.

3) Passengers Without Boarding Passes

Passengers, who are not governed by Rule 245(c)(1) or (4), with confirmed reservations who have not been issued a boarding pass and present themselves at the departure gate in compliance with rule 135(c) will be accommodated according to the following priority rules:

- a) Passengers who have been rebooked to the present flight as a result of an irregular operation (e.g., delay, cancellation) of a previously booked flight.
- b) SkyMiles members identified with a Silver Medallion (“FO”) elite-status designation.
- c) Passengers with a SkyTeam Elite or Elite Plus status.
- d) Passengers without any elite-status designation.

Within each of the foregoing groups, passengers are prioritized first by class of service and then by time of check-in.

4) Special Needs Passengers

Because of the special needs of passengers with disabilities, unaccompanied children, and aged or infirm passengers, and active members of the U.S. Armed Forces on travel orders, Delta reserves the right to accommodate such passengers without regard to the boarding priorities established by this provision.

D) Transportation For Passengers Denied Boarding

Delta will provide transportation to passengers who volunteer to relinquish their seats or who are denied boarding involuntarily due to the oversale of a flight as follows:

1) Next Available Flight

Delta will transport the passenger on its next flight on which space is available to the passenger’s next stopover, or if none, to the passenger’s destination, at no additional cost to the passenger.

2) Transportation on Other Airlines

At Delta’s sole discretion, Delta may instead arrange for transportation on any other carrier or combination of carriers to the passenger’s next stopover, or if none, to the passenger’s destination, at no additional cost to the passenger.

3) Overnight Stay Required

If the transportation provided to a passenger pursuant to this section requires that the passenger stay overnight before continuing his/her travel, Delta will provide hotel accommodations to the passenger at no additional cost. If hotel accommodations are unavailable, Delta will compensate the passenger with a credit voucher valid for future

purchases from Delta in an amount commensurate in value with the local average contracted hotel rate up to \$100 USD, to be determined by Delta.

E) Compensation For Involuntary Denied Boarding

When a passenger with a confirmed reservation is involuntarily denied boarding on an oversold flight pursuant to this rule, Delta's sole liability to the passenger shall be to provide alternative transportation as provided in paragraph D, above, and to pay denied boarding compensation, if applicable, pursuant to the terms and conditions of this rule.

1) Conditions For Payment of Involuntary Denied Boarding Compensation

The passenger shall not be entitled to any compensation for involuntary denied boarding if:

a) Passenger's Failure to Comply with Contract of Carriage

The passenger has not complied fully with Delta's contract of carriage or tariff provisions regarding ticketing, reconfirmation, check-in, or acceptability for transportation

b) Substitution of Equipment

The flight for which the passenger holds confirmed space is unable to accommodate that passenger because of substitution of equipment of lesser capacity when required by operational or safety reasons; or, on an aircraft with a designed passenger capacity of 60 or fewer seats, the flight for which the passenger holds confirmed reserved space is unable to accommodate that passenger due to weight/balance restrictions when required by operational or safety reasons.

c) Carriage in Alternative Cabin

Delta offers to accommodate the passenger in a section of the aircraft other than that specified on his/her ticket at no extra charge; provided however that if a passenger is seated in a section for which a lower fare applies, the passenger will be entitled to a refund of the difference in fare.

d) Alternative Transportation

Delta arranges comparable air transportation, or other transportation used by the passenger, at no extra cost to the passenger, that at the time such arrangements are made is scheduled to arrive at the passenger's next stopover, or, if none, final destination within one hour after the planned arrival time of the passenger's original flight or flights.

F) Amount of Involuntary Denied Boarding Compensation

If all conditions for compensation are met, then Delta shall pay compensation to passengers involuntarily denied boarding in an amount to be calculated as follows:

1) When Delta arranges Qualifying Alternative Transportation

If Delta arranges Qualifying Alternative Transportation, then Delta will pay denied boarding compensation in an amount equal to 200% of the fare (including any surcharges and air transportation taxes) to the passenger's next stopover, or if none, to his/her final destination, but no more than USD 675.00. Qualifying Alternative Transportation means comparable air transportation, or other transportation used by the passenger, at no extra cost to the passenger, that at the time such arrangements are made is scheduled to arrive at the passenger's next stopover, or, if none, final destination within two hours after the planned arrival time of the passenger's original flight or flights.

2) Where Delta cannot arrange Qualifying Alternative Transportation

If Delta cannot arrange Qualifying Alternative Transportation, then Delta will pay denied boarding compensation in an amount equal to 400% of the fare (including any surcharges and air transportation taxes) to the passenger's next stopover, or if none, to his/her final destination, but no more than USD 1350.00.

G) Time of Payment for Involuntary Denied Boarding Compensation

If all conditions for compensation are met, Delta will pay any involuntary denied boarding due under this Rule on the day and at the place where the denial of boarding occurred, in cash or immediately negotiable check; provided, however, that if the alternative transportation arranged for the passenger's convenience departs before the payment can be made to the passenger, then payment will be made by mail or other means within 24 hours after the denied boarding occurs.

**RULE 255: REROUTING**

I. General Provisions

A. Fare Applicable To Rerouting Or Change In Destination

1. Unless otherwise specified in the fare rule, a passenger may change the routing, destination, carrier(s), class of service, or dates of travel specified on an unused ticket or flight coupon(s) in accordance with paragraph 2) below, provided that, after transportation has commenced, a one-way ticket will not be converted into a round-trip, circle-trip or open-jaw trip ticket.
2. Except as otherwise provided in Rule 240 (flight delays/cancellations), the fares and charges applicable, when a rerouting or change in ultimate destination is made at passenger's request prior to arrival at the ultimate destination named on the original ticket, shall be the applicable fare and charges for the entire revised itinerary in effect on the date that the rerouting or change in ultimate destination is entered on the passenger's new ticket.
3. See Rule 105 (ticket validity) in this tariff for validity of voluntarily exchanged/reissued tickets.

B. Fare Applicable To Upgrading Class Of Service While In Flight

When a passenger moves from one class of service to another while in flight, an additional collection will be made in an amount equal to the difference between:

1. The one-way fare from passenger's point of origin on such flight to the last scheduled stop prior to the passenger's change in class of service, applicable to the class of service used, plus the one-way fare from such stop to the passenger's destination on such flight, applicable to transportation in the class of service to which the passenger is moving, and
2. The fare paid for transportation from the passenger's origin to destination on such flight.

NOTE: When the amount described in 1) above is less than the amount described in 2) above, no additional collection will be made. The acceptance of such passenger in the class of service to which he/she is moving for travel beyond the next scheduled stopping point in the flight will be subject to the availability of space. Discounts will not apply.

- C. Notwithstanding the provisions of this rule, Delta will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations or which voluntarily or involuntarily has become the subject of bankruptcy proceeding ("The Defaulting Carrier").

**EXCEPTION:** Notwithstanding the provisions of this paragraph, tickets issued by the defaulting carrier or its sales agent will be reissued/rerouted only between the points named on the original ticket that are served by Delta, provided that such tickets were issued by such defaulting carrier or sales agent in either's capacity as an agent for Delta and specified transportation via Delta. When tickets are accepted, no adjustments in fare will be made that would require Delta to refund money to the passenger.

## II. Ticket reissue procedures

-Unless otherwise specified in a fare rule, the following procedures will apply to DL ticket reissues.

-The value of the new ticket can be lower than, equal to, or higher than the original ticket.

For nonrefundable fares:

- If the value of the new ticket is lower than the ticket being reissued, the difference in fare, less the change fee, will be provided to the passenger in the form of a non-refundable Delta travel voucher at the time of reissue.

- If the value of the new ticket is equal to or higher than the ticket being reissued, the change fee and any difference in fare will be collected at the time of reissue.

For refundable fares:

- If the value of the new ticket is lower than the ticket being reissued, any difference in fare will be refunded to the original form of payment at the time of reissue.

- If the value of the new ticket is higher than the ticket being reissued, the difference in fare will be collected at the time of reissue.

-Flights must be rebooked and the ticket reissued at the time of the change.

### A. Wholly unused tickets

1. When making changes to the outbound portion of an unused ticket, Delta will cancel the itinerary and start over, issuing a new ticket using current fares subject to all applicable fare rules. If the unused fare is nonrefundable, the value of the original ticket, less the change fee, may be applied toward the purchase of the new ticket. If the unused fare is refundable, the value of the original ticket may be applied toward the purchase of a new ticket.

2. When making changes to the continuing/return portion of unused tickets, Delta will apply one of the following procedures resulting in the lowest fare:

a. Attempt to keep the fares as ticketed, using historical fares in effect on the date of the original ticket issue date and maintaining the original fares and origin/destination for all fare components. Delta will validate all fare rules at the time of reissue.

-OR-

b. Reprice the itinerary using historical fares in effect on the date of the original ticket issue date, validating all fare rules and booking code provisions at the time of reissue with no changes to the first fare component.

-OR-

c. Cancel the itinerary and start over, issuing a new ticket using current fares with all fare rules validated. If the unused fare is nonrefundable, the value of the original ticket less the change fee may be applied toward the purchase of a new ticket. For refundable fares, the value of the original ticket may be applied toward the purchase of a new ticket.

### B. Partially used tickets

1. When making changes to partially used tickets, Delta will apply one of the following procedures resulting in the lowest fare:

- a. Attempt to keep the fares as ticketed using historical fares in effect on the date of the original ticket issue date and maintaining the original fares and origin/destination for all fare components. No changes are permitted to fully flown fare components, and Delta will validate all fare rules at the time of reissue.

-OR-

- b. Reprice the itinerary using historical fares in effect on the date of the original ticket issue date, validating all fare rules and booking code provisions at the time of reissue with no changes to fully flown fare components. The new ticket may be a lower or equal or higher value than the previous ticket

-OR-

- c. Reprice the itinerary, replacing the fares of the flown fare components with historical fares in an equal or the next available higher booking class and replacing the unflown fare components using historical fares. No changes are permitted to the fare break points of the fully flown fare components and the historical fares are those in effect on the date of the original ticket issue date. Delta will validate all fare rules at the time of reissue. The new ticket may be a lower or equal or higher value than the previous ticket. The carrier will use the following booking class hierarchy (displayed from highest to lowest) when replacing fares for flown fare components:

First class – F P A G

Business Class – J C D I Z

Premium Economy Class – W

Economy Class – Y B M S H Q K L U T X V E

-OR-

- d. Issue a new ticket using current fares and validating all fare rules at the time of reissue. If the original fare is nonrefundable, the carrier will apply the remaining value for the unflown segments of the partially used ticket, if any, less the change fee, toward the purchase of a new ticket. For refundable fares, Delta will apply the remaining value from the partially used ticket, if any, toward the purchase of a new ticket.

### III. Same Day Confirm Reissue Procedures

- A passenger holding a nonrefundable ticket, unless otherwise specified in the fare rules, may change to another flight operated by Delta or a Delta Connection carrier on the same day if the following requirements are met:
  - A. Request to change must be made prior to the original ticketed departure time. Request may be made up to 24 hours prior to the original ticketed departure time;
  - B. The new confirmed departure time must be on the same calendar day as the original ticketed departure;
  - C. An administrative service charge will apply for the change as set forth in the fare rule, plus any difference in government imposed itinerary based fees/taxes;
  - D. The new flight(s) must be for the same origin/destination; a change from nonstop to connecting flights is allowed only if the connecting point is permitted based on the fare rules;
  - E. The same booking class as the original flight must be available on the new flight(s); and
  - F. If any of requirements A. – E. are not met, the customer may upgrade to a fare that does permit those changes using normal reissue procedures and paying any fare difference plus the administrative service charge.

## **RULE 260: INVOLUNTARY REFUNDS**

- A) The amount carrier will refund upon surrender of the unused portion of the passenger's tickets pursuant to rules 35 (refusal to transport), 50 (acceptance of children), or 240 (flight delays/cancellations) will be:
- 1) If no portion of the ticket has been used the refund will be an amount equal to the fare paid.
  - 2) If a portion of the ticket has been used and termination (interruption) occurs:
    - a) At A Fare Breakpoint - The refund will be an amount equal to the fare paid for the unused transportation from the point of termination (interruption) to the destination or next stopover point named on the ticket, or to a point at which transportation is to be resumed. No refund will apply when alternate transportation is provided by Delta and accepted by the passenger.
    - b) Within A Fare Component - The refund will be an amount equal to the percentage of unflown mileage to fare component mileage by prorating the fare paid for the fare component, from the point of termination/interruption to the destination, or next stopover point named on the ticket, or to the point at which transportation is to be resumed. No refund will apply when alternate transportation is provided by Delta and accepted by the passenger.
- B) Notwithstanding the provisions of this rule Delta will not accept for any purposes under this rule passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations or which voluntarily or involuntarily has become the subject of bankruptcy proceedings.

## **RULE 270: VOLUNTARY REFUNDS**

### **A. Fully Refundable Tickets**

If your ticket was purchased at a fare that is fully refundable in whole or part, Delta will issue a refund of the refundable portion of your ticket at your request. You must surrender any unused portion of the ticket at the time of the refund request. The amount of the refund will be calculated as follows:

1. If no portion of the ticket has been used, Delta will refund the total fare and all taxes, fees or charges paid.
2. If a portion of the ticket has been used, Delta will refund the difference between the fare and charges applicable to the ticket as issued and the fare and charges applicable to the transportation covered by the used portion of the ticket.

### **B. Nonrefundable Tickets**

#### **1. General Rule**

Delta will not refund any portion of a fare that is nonrefundable, and Delta will not refund any taxes, fees or charges collected upon nonrefundable tickets.

#### **2. Application of Unused Ticket toward Future Purchases**

Delta may permit a portion of the fare paid for an unused nonrefundable ticket to be applied toward the purchase of future travel on Delta, as set forth in the applicable fare rule and in the ticket reissue procedures in Rule 255 Section II of this tariff.

#### **3. Upgrade/Downgrade of Nonrefundable Tickets**

Delta may permit passengers purchasing certain nonrefundable fares to upgrade or downgrade those tickets after purchase, as set forth in the applicable fare rule.

#### **4. Deceased Passengers**

Notwithstanding the general rule, in the event of death of the passenger prior to the date of travel, tickets issued at nonrefundable fares will be refunded to the deceased passengers' estate.

#### **5. Administrative Service Charge**

Delta may charge an administrative service charge for processing any permitted changes to nonrefundable tickets. If so, this fee will be deducted from any refunded amount or collected at the time the change is processed.

#### **C. Time Limit for Request Refunds**

No refund will be issued on any ticket unless Delta receives a request for the refund and any unused coupons are surrendered to Delta within one year of the original issue date of the ticket.

#### **D. Form of Refund**

Delta will issue refunds on eligible tickets as follows:

1. Tickets paid for by credit card will be refunded to the credit card account used to purchase the ticket, typically within seven business days of Delta's initial receipt of refund request.
2. Tickets paid for by cash or check will be refunded by check issued to the person named as a passenger on the ticket, typically within 20 business days of Delta's receipt of initial refund request.
3. Prepaid ticket advice and/or miscellaneous charge orders will be refunded to the purchaser of the prepaid ticket advice and/or miscellaneous charge order.
4. Tickets charged under a universal air travel plan will be refunded to the subscriber against whose account the ticket was charged.
5. Tickets issued against governmental transportation requests shall be issued as required by applicable government regulation

#### **E. Lost or Stolen Tickets**

Delta will issue refunds on lost, fully refundable paper tickets only if a claim for refund is received by Delta no later than one month after the expiration date of the ticket. A service charge of USD 100.00 per ticket for handling a request for refund of a lost ticket/exchange order will apply, and Delta will require that you agree, in such forms as may be prescribed by Delta, to indemnify Delta for any loss or damage which Delta may sustain by reason of the use of the lost ticket. The amount of the refund shall be calculated as follows:

1. If no portion of the ticket has been used, Delta will refund the fare and charges paid, less any applicable service charges.
2. If you used a portion of the lost ticket, Delta will provide a refund as follows:
  - a. If you purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, Delta will refund the fare and charges paid for the new ticket.

b. If you did not purchase a new ticket, Delta will refund the difference, if any, between the fares and charges paid, and the full fare for the transportation used.

**F. Refund of Interline Tickets**

Notwithstanding the provisions of this rule Delta will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations or which voluntarily or involuntarily has become the subject of bankruptcy proceedings.

**RULE 385: CARRIER ABSORPTION OF PASSENGER FACILITY CHARGE**

Delta will not absorb the passenger facility charge (PFC) at the PFC adjustment point shown in the table below for connection passengers by reducing the base fare on the ticket by the equivalent PFC amount. This applies only on tickets that contain wholly U.S. domestic travel in the 50 U.S. States, plus the District of Columbia. Any ticket that includes a segment to or from a point outside of this area is not eligible for this fare adjustment. The connecting passengers eligible for this PFC base fare adjustment are those that do not have a stopover or fare break at the connection point, and must be on a Delta local fare over the PFC adjustment point. This adjustment does not apply for passengers on joint fares over the connection point. PFC adjustment point: ORL

**RULE 390: PREPAID TICKET ADVISE CHARGES**

Delta will impose a service charge of USD 100.00 for each prepaid ticket advice issued by Delta. This service charge is not subject to any discount and cannot be refunded.

**EXCEPTION 1:** The prepaid ticket advice (PTA) service charge will not apply when prepayment is made by the U.S. federal government and the form of payment is:

- 1) U.S. Government Transportation Request (GTR).
- 2) MasterCard with the following numbers 5568-0 through 5568-3.
- 3) Visa cards with the following numbers 4486-0 through 4486-3 or 4716-0 through 4716-3. and the following conditions exist:
  - a) The passenger is booked less than 24 hours prior to the departure date (not including weekends or holidays) and
  - b) The ticket cannot be delivered by other means (including overnight express) in time for passenger's travel.

**RULE 392: RETURNED CHECK SERVICE CHARGE**

Delta reserves the right to collect the maximum fee allowable by the state in which the check was issued without notice. This charge is nonrefundable and is not subject to any discount.

**RULE 394: THE DELTA CONNECTION AND DOMESTIC CODESHARE SERVICE**

A portion of travel for some itineraries marketed by Delta may be provided on the Delta Connection carriers: Compass Airlines, Endeavor Air, ExpressJet, GoJet Airlines, Republic Airlines, and SkyWest; codeshare partners Alaska Airlines, American Eagle, Hawaiian Airlines, Horizon Air Industries dba Horizon/Alaska Airlines. If any carrier other than Delta is operating a flight, we will identify that carrier in our schedules and in written or oral communications with you during the booking process. Except where specifically noted, all terms of transportation applicable to Delta specified in these conditions of carriage apply to flights operated by the Delta Connection carriers, and to codeshare flights when marketed by Delta.