

DELTA CANADIAN GENERAL RULES TARIFF
[Last Modified: February 8, 2012]

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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. Canadian General Rules Tariff

This document is Delta's Canadian General Rules Tariff. It applies only to transborder travel between points in Canada and points within the United States of America. It states the terms upon which Delta offers to transport each passenger on U.S.-Canada transborder itineraries. 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 reserves the right to correct any erroneously published fare that Delta did not intend to offer for sale. In the event that an erroneous 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, 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 for any flight.

RULE 5: DEFINITIONS

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

- A) Add-on - An amount published for use only in combination with other fares for the construction of through international fares.
- B) Administrative Service Charge (ASC) – A fee charged to cover costs involved in changing or refunding a passenger's ticket.
- C) 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.
- D) Air Traffic Conference (ATC) - The division of the Air Transport Association responsible for coordinating interline operations and agreement between carriers/tour wholesalers/travel agents.
- E) Animals, in addition to the usual connotation, includes reptiles, birds, poultry and fish.
- F) 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 adult's status (such as clergy fares, military fares, senior citizen fares, etc.).
- G) 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.
- H) 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).
- I) 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.

- J) 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

- K) Carrier means any airline shown as a participant in this tariff.
- L) Central America means Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, and Panama.
- M) Circle Trip means any trip in which the ultimate destination is the point of origin, but which includes a stop in 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)
- N) Coach means the class of service on flights listed in carrier's official general schedules as coach, day coach, or tourist.
- O) C.O.B. means "carrying on business under firm name and style of."
- P) Conjunction Ticket means 2 or more tickets concurrently issued to a passenger and which together constitute a single contract of a carriage.
- Q) CFR (United States) means Code of Federal Regulations.
- R) Consequential Damages means reasonable out of pocket expenses and other provable damages incurred by a passenger as the consequence of a loss, damage, or delay in the delivery of personal property.
- S) Continental United States means the District of Columbia and all states of the United States other than Alaska and Hawaii.
- T) Co-Terminal - Two or more relatively adjacent airports which, for the purpose of these fares, will be considered the same point. Apply to: BWI/IAD/WAS, FLL/MIA, BUR/LAX/ONT/SNA, NYC/EWR, and OAK/SFO/SJC.

- U) Contractor - Any person who has entered into a contract with a carrier for the purchase of seats for resale to the general public.
- V) 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 began shall not be counted.
- W) 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.
- X) 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).
- Y) Economy means the class of service listed in carrier's official general schedule as economy flights.
- Z) Europe: Means that area comprised of Albania, Algeria, Andorra, Armenia, Austria, Azores, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Islands, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Georgia, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (west of the Urals), San Marino, Slovenia, Slovakia, Spain, Sweden, Switzerland, Tunisia, Turkey (in Europe and Asia), Ukraine, United Kingdom, and Yugoslavia.
- AA) 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.
- BB) Fares Tariff – Local passenger fares and rules tariff no. EF-2, C.A.B. no. 409, NTA(A) no. 233, issued by Airline Tariff Publishing Company, agent and reissues or supplements thereof.
- CC) Flight Coupon - A portion of the passenger's ticket that indicates particular cities between which the coupon is good for carriage.
- DD) Full Adult Fare means the one-way fares designated by fare class code Y (Coach) whether specifically published or derived by construction.
- EE) Gateway - The passenger's first point of arrival or last departure in areas 1, 2, or 3.
- FF) 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.
- GG) Government Transport Request (GTR) - Form used by the U.S. for ticket payment and travel authorization for passengers traveling on official business for the federal government
- HH) 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.

II) 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.

JJ) GTR - (See Government Transport Request)

KK) IATA - (See International Air Transport Association)

LL) 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, brothers-in-law and sisters-in-law.

MM) 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 rental, 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.

NN) 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.

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

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

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

RR) 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. 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. It 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".

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

777 - Boeing 777
76S - Boeing 767-300
767 - Boeing 767-200
757 - Boeing 757
733 - Boeing 737-300
73S - Boeing 737-200
M80 - McDonnell Douglas MD-88
D9S - McDonnell Douglas DC-9-32

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

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

VV) 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.

WW) 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.

XX) 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.

YY) 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.

ZZ) North America means that area comprised of the Caribbean area, Canada, Mexico, and the United States, excluding the Canal Zone.

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

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

Example of open-jaw trip:
LAX to ATL to PDX

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

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

EEE) 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.

FFF) 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.

GGG) 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.

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

DH7: Dehavilland DHC7 Dash-7
SF3: Saab/Fairchild 340
SH6: Short Brothers 360
EM2: Embraer EMB 120 Brasilia
EMB: Embraer EMB 110 Bandeirante
SWM: Fairchild Metro
BE1: Beechcraft 1900

III) Rebooking means change in date/time of reservation or other change not requiring ticket reissuance.

JJJ) Reissue means any change to a validated ticket requiring a replacement ticket be issued, including but not limited to the following: upgrade, downgrade, additional coupons, increase in fare.

KKK) Revalidation means any change in reservations of flight(s) which can be made on the ticket with a revalidation sticker/stamp evidencing that it has been officially altered.

LLL) Reroute means to issue a new ticket covering transportation to the same destination 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 but via a different routing than that designated thereon.

MMM) Round Trip means any trip which has the ultimate destination of 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

NNN) 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.

OOO) 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.

- PPP) Segment - That part of a journey from a passenger's boarding point to any deplaning point. Each flight coupon represents a segment of a trip.
- QQQ) South America means Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Surinam, Uruguay, and Venezuela.
- RRR) 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.
- SSS) Stopover – 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.
- TTT) Tour Conductor - Person at least 18 years of age who is in charge of and guides a group for the duration of a tour.
- UUU) 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.
- VVV) United States or United States of America means the 50 federated states and the District of Columbia.
- WWW) 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. 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.
- XXX) United States Department of Defense means the U.S. Departments of the Army, Navy, and Air Force and the U.S. Marine Corps.
- YYY) 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) Does not include personnel on temporary duty orders traveling to or from their temporary duty station.
- ZZZ) Validation means the authorized stamping or writing upon the passenger ticket evidencing that it has been officially issued by the carrier or its authorized agent.
- AAAA) 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.
- BBBB) 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.
- CCCC) 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 10: PASSPORTS AND VISAS

- A) Each passenger desiring transportation across any international boundary shall be responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through, or to which he/she desires transportation and, unless applicable laws provide otherwise, shall indemnify each carrier for any loss, damage or expense suffered or incurred by such carrier by reason of such passenger's failure to do so. No carrier shall be liable for any aid or information given by an agent or employee of such carrier to any passenger in connection with obtaining such documents or complying with such laws, whether given orally, in writing, or otherwise or for the consequences to any passenger resulting from his/her failure to obtain such documents or to comply with such laws.
- B) Subject to applicable laws and regulations, the passenger shall pay the applicable fare whenever the carrier, on government order, is required to return a passenger to his/her point of origin or elsewhere due to the passenger's inadmissibility into or deportation from a country, whether of transit or of destination. The fare applicable will be the fare that would have been applicable had the original ticket designated the revised destination on the new ticket. Any difference between the fare so applicable and the fare paid by the passenger will be collected from or refunded to the passenger as the case may be. The carrier will apply to the payment of such fares, any funds paid by the passenger to the carrier for unused carriage or any funds of the passenger in possession of the carrier. The fare collected for carriage to the point of refusal or deportation will not be refunded by the carrier unless the law of such country requires that such fare be refunded.

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 33: CARRIAGE OF NONAMBULATORY PASSENGERS

Nonambulatory passengers, as defined in (A) below, will be accepted for transportation without an attendant, as long as provisions in paragraphs (B) and (C) below are met.

Exception: Delta will accept a passenger's determination of his/her self-reliance with respect to air transportation as provided by Delta. In compliance with such passenger determination, Delta will afford no special or unusual on-board attention beyond that afforded to the general public, except such assistance in boarding and/or deplaning as may be required.

A) Definitions

Nonambulatory passenger – A person who is unable to board and deplane from an aircraft unassisted, or who is unable to move about the aircraft unassisted.

B) Conditions of acceptance

Reservations – Reservations must be made 48 hours in advance of travel, advising the carrier as to the nature of the handicap and the assistance required. Delta will make every reasonable effort to accommodate passengers who fail to make reservations 48 hours in advance, but will not be obligated to do so.

C) Other conditions

1) The nonambulatory passenger's physical size or condition must permit movement through the aisle at floor level.

2) The carrier will refuse to accept a passenger who is unable to sit in a seat with a seat belt fastened.

3) Carrier will require that arrangements be made for the boarding, in-flight, and deplaning. Needs of the passenger can be met if the passenger is able to move about in-flight without assistance or, if unable to progress without assistance, passenger agrees to being unable to visit lavatories. Boarding and deplaning needs can be arranged in one of the following ways:

a) Minor assistance of Delta personnel is provided. Such assistance will consist of helping the passenger walk up and down the ramp or the use of a Delta courtesy chair maneuvered up and down the passenger stand by the Delta personnel.

b) Passenger arranges for assistance by other than Delta personnel to board and deplane.

c) Delta, at the request and expense of the passenger, arranges for assistance in boarding and deplaning through an outside agency.

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 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 an individual with a disability, as defined in 14 C.F.R. § 382.5 and 382.31, based upon his or her disability, except as provided in Rule 35(G), below. 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 requires an onboard stretcher kit;
- 9) When the passenger's behavior may be hazardous to himself/herself, the crew, or other passengers;
- 10) When the passenger is seriously ill, and fails to provide a physician's written permission to fly;
- 11) When the passenger is traveling in an incubator;
- 12) When the passenger's conduct creates an unreasonable risk of offense or annoyance to other passengers;
- 13) 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) Carriage of Passengers With Disabilities

Delta will not refuse to provide transportation to an individual with a disability, as defined in 14 C.F.R. § 382.5, based upon his or her disability, except in the following circumstances:

1) Safety

Delta may refuse to provide transportation to any passenger on the basis of safety, and may refuse to provide transportation to any passenger whose carriage would violate the Federal Aviation Regulations.

2) Advance Notice for Passengers Requiring Special Assistance

Delta requires 48 hours advance notice and one-hour advance check-in by any persons who wish to receive special assistance for persons with disabilities, where available, including for example, medical oxygen for use on board the aircraft, packaging of a wheelchair battery for shipment as checked luggage, and accommodation for a group of ten or more people with disabilities. For travel on Delta flights operated by SkyWest Airlines, 48 hour advance notice is required for shipment of any battery-operated wheelchair. Some special services may not be available on all flights. Specific information concerning special services available on particular flights is available from a Delta reservations agent. Delta will make reasonable efforts to accommodate passengers requiring such assistance who fail to make reservations for such services at least 48 hours in advance or fail to meet these check-in requirements, but may deny boarding to such passengers at its sole discretion.

3) Accompanying Attendant Required for Certain Passengers

Delta may require that an attendant accompany a passenger with a disability as a condition of providing transportation if Delta determines that such an attendant is essential for safety in the following circumstances:

- a) When the passenger, because of a mental disability, is unable to comprehend or respond to safety related instructions;
- b) When the passenger has both a severe hearing and vision impairment and is unable to establish a means of communication with Delta personnel sufficient to receive the safety briefing; or
- c) When the passenger has a mobility impairment so severe as to be unable to assist in his/her own evacuation.

4) EXCEPTION: Travel to/from Canada Only

For passengers traveling to or from Canada only, Delta will accept a passenger's determination of his/her self-reliance with respect to air transportation as provided by Delta. Delta will afford no special on-board attention beyond that afforded to the general public in such circumstances, except such assistance in boarding and/or deplaning as may be required.

H) 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.

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 (excluding AA Eagle), Northwest Airlines, 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 stopover 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 hours 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 USD100.00/CAD118.00 each way for non-stop travel and USD100.00/CAD118.00 each way for connecting travel.

F) Proof of Permission to Travel

Minors at least (12) years of age but under (18) years of age traveling unaccompanied by their parents or guardians, although paying the adult fare, will be required to satisfy the office or agency booking such passage of the fact that their parents or guardians are aware of their intent to travel and have given their permission for such travel and to leave their country of origin if the travel being undertaken so requires. If time permits prior to departure, a statement in writing to that effect will be required from parents or guardian and if the travel is international, the statement must also say that the minor(s) will be visiting and in the charge of responsible person(s) while in the country of destination. If reservation has been made so near departure time that written statement is not obtainable, then oral assurance will be required.

RULE 55: DOGS TRAINED TO LEAD THE BLIND/TO DETECT EXPLOSIVES/TO ASSIST THE DEAF/FOR SEARCH AND RESCUE

- A) Delta accepts for transportation, without charge, a properly harnessed dog trained to lead the blind, when it accompanies a passenger with impaired vision dependent upon such dog, or the trainer of such dog enroute to the domicile of the owner for completion of training. The dog will

be permitted to accompany such passenger into the cabin but will not be permitted to occupy a seat.

- B) Delta accepts for transportation, without charge, a properly-harnessed dog trained in explosive detection or search and rescue, when it is accompanied by its handler. The dog will be permitted to accompany its handler into the cabin but will not be permitted to occupy a seat. The dog and its handler must be on official duty status and such status must be documented in writing to the satisfaction of Delta.
- C) Delta accepts for transportation, without charge, a properly-harnessed dog trained to assist the deaf, when it accompanies a passenger with impaired hearing dependent upon such dog, or the trainer of such dog en-route to the domicile of the owner for completion of training. The 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 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

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) 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;
 - 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 excursion 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 excursion 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.
- D) A ticket which has not been validated, or which has been altered, mutilated or improperly issued, shall not be valid.
 - E) 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.
 - F) 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.
- G) 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.
 - 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, or customer type (including SkyMiles and participating carrier frequent flyer members).
- J) Delta, or its authorized agent, will assess a USD 50.00/CAD 50.00 nonrefundable service charge when a passenger voluntarily requests the conversion of an electronic ticket (ET) to paper.
- K) In addition to the otherwise applicable fare, for tickets purchased in the United States, Puerto Rico, and the U.S. Virgin Islands, Delta will collect at the time of ticketing an additional USD \$25.00/CAD 25.00 for all tickets purchased directly from Delta over the telephone and an additional USD \$35.00/CAD 35.00 for all tickets purchased directly from Delta at an airport or city ticket office. This additional charge is not refundable and shall be included in the total fare quoted to the passenger at the time of ticketing. These additional charges do not apply to tickets purchased directly from Delta at delta.com.
- L) 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

1) Refundable Fares

Except as provided in paragraph (C) below, a ticket for transportation on Delta is valid for one year from the date of issuance of the original ticket. However, if the passenger is unable to use any portion of the ticket during the period of validity due to lack of space, or due to a flight cancellation, the ticket will remain valid until space can be provided.

2) Non-Refundable Fares

Ticket has no value after one year from date of original issue.

EXCEPTION: Travel on any Delta ticket issued in exchange for a denied boarding compensation (DBC) voucher must commence by one year from the date of issuance of the original DBC voucher.

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 or the period of validity applicable to an excursion or special fare, 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.

C) Special Fare Provision

When a ticket includes an excursion or special fare having a shorter period of validity than one year, the shorter period of validity will apply only to the excursion or special fare transportation.

EXCEPTION: When fares are combined to create round/circle/open-jaw trips, the most restrictive provisions will apply to the entire journey.

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 them and the carrier from loss or misuse of the tickets.
- B) The carrier will arrange for the issuance of a ticketing machine to a person 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 them and the carrier from loss or 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, co-partnership, 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) 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), and Los Angeles International Airport (LAX)

For passengers traveling from 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), and Los Angeles International Airport (LAX) 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) San Juan Luis Munoz Marin International Airport (SJU) or St. Thomas Cyril E. King Airport (STT)

E. King Airport (STT), 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. 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 passenger's 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 before 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) Standby Status

Passengers who intend to standby for flight must check-in at least 30 minutes prior to the scheduled departure time of the flight. Delta may not be able to accommodate the passenger's request for standby 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, 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 Rule 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 141: VOLUNTARY STANDBY TRAVEL

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

A) Coach Voluntary Standby Travel

- Delta reserves the right to discontinue accepting and placing passengers on the airport standby list based on local and/or system operational requirements.
- Delta reserves the right to limit the number of passengers on the airport standby list or change the rules of the coach voluntary standby program at any time without notice.
- Eligibility for same day standby is subject to, but not limited to, operational considerations, selected flights, specified booking classes, credit card form of payment only and the applicable fare rule governing the passenger's ticket.
- Voluntary standby travel is subject to, but not limited to, the availability of seats at departure time and does not imply a guarantee of transportation on the requested flight(s) including the origin, downline, or connecting flights.
- Delta reserves the right to charge a non-refundable 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 or involuntarily deplaned at a destination other than the destination for which the fee was intended (diversion) will not be eligible for a partial or whole refund. Refer to delta.com for current standby fees.
- 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 customer's voluntary request for standby travel.
- Voluntary standby travel is limited to passengers with a confirmed reservation on the same day as reflected on the passenger's ticket. No changes between origin, destination, or co-terminals. No changes to routing for fares that are flight specific or require specific routing.
- Passengers may be placed on the airport standby list with a boarding priority of the airlines choosing.
- Delta may choose to accommodate passengers from the airport standby list in a specified order including but not limited to: ticket value, frequent flyer status, check-in time.
- 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.

B) Paid Standby Upgrade Program

Delta may offer, on selected flights, the ability for a passenger to standby for a paid standby

upgrade to a premium class of service. The charge will be assessed per segment from origin to destination based on fare class and mileage. The following rules will apply to the Paid Standby Upgrade Program:

- Delta reserves the right to charge a non-refundable fee when a passenger requests to upgrade to a premium class of service. A fee will be assessed for each segment of travel. Refer to delta.com for current fees.
- A flight segment is one takeoff and one landing from a passenger's boarding point to the first deplaning point. Each flight coupon represents a segment of a trip.
- Paid Standby Upgrade Program is limited to passengers with a confirmed coach cabin reservation on the same flight and date reflected on the passenger's ticket.
- Only a Delta approved credit card may be used as form of payment for the Paid Standby Program. The passenger's credit card will not be charged until the passenger is cleared from the standby list and given a boarding document for the specified flight. Other types of payment including but not limited to: cash, vouchers, certificates or promotions are not permitted.
- The paid standby upgrade program may be offered on select domestic and international flights as determined by Delta and Delta reserves the right to change the rules of such program at any time without notice.
- Delta is not liable to pay compensation, including but not limited to, denied boarding compensation and amenities, for failure to provide an upgrade and/or accommodate the customer's voluntary request for a paid standby upgrade.
- The Paid Standby Upgrade Program is subject to, but not limited to, the availability of seats at departure time and does not imply a guarantee of an upgrade on the requested flight(s) including the origin, downline, or connecting flights.
- Passengers may be placed on the airport standby list with a boarding priority of the airlines choosing.
- Delta may choose to accommodate passengers from the airport standby list in a specified order including but not limited to: ticket value, frequent flyer status, check-in time.
- Paid Standby Upgrade fees are non-refundable. 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 or involuntarily deplaned at a destination other than the destination for which the fee was intended (diversion) will not be eligible for a partial or whole refund. If the passenger cannot be re-accommodated in the upgraded cabin, they may be seated in the coach cabin for the remainder of the flight segment.
- Delta reserves the right to not offer and/or discontinue accepting and placing passengers on the airport standby list based on local and/or system operational requirements.

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, notwithstanding that it is higher or lower than the combination of intermediate fares via such routing.
- B) Fares apply only for transportation in the types of aircraft and their seating configuration as specified in aircraft type and seating configuration tariff no. ts-2, issued by Airline Tariff Publishing Company, for the classes of service and aircraft stated in connection with fares governed by this rule.
- C) 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.

- D) Fares and charges apply only to air transportation between the airport 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.

EXCEPTION: Ground transportation between various airports, under the conditions listed below, will be provided without charge by an independent contractor in the business of providing such transportation, upon request of the passenger. Where ticket coupons have been issued to cover this service, and when such service has not been used, the coupons will have no refund value. Such independent contractors are not agents or servants of any carrier, and Delta does not assume responsibility for the transportation of any passenger or his baggage between the airports shown.

New York, N.Y./Newark, N.J.

Between any 2 of the 3 New York City metropolitan airports (John F. Kennedy international airport, Laguardia airport, and Newark airport) for Delta passengers making connections with Bermuda, Nassau, and transatlantic flights which are scheduled to depart no more than 6 hr. after the scheduled arrival of the passenger's flight.

RULE 160: CURRENCY

Except as otherwise provided;

- A) All fares and charges governed by the tariff are stated as follows:
- 1) In Canadian dollars for transportation between Canada and the U.S.A. when travel commences in Canada;
 - 2) In United States dollars for transportation between the U.S.A. and Canada when travel commences in the U.S.A.

- B) Payment for tickets, including prepaid ticket advices (PTA), shall be:
- 1) In Canadian dollars at the Canadian dollar fare, or its equivalent in other currencies converted to Canadian dollars at the banker's buying rate of exchange when travel commences in Canada.
 - 2) In U.S. dollars at the U.S. dollar fare, or its equivalent in other currencies converted to U.S. dollars at the banker's buying rate of exchange when travel commences in the U.S.A.
- C) For the purpose of this rule, the banker's buying rate of exchange means:
- 1) In the U.S.A and Canada, the rate published each Tuesday in the 'Wall Street Journal' under the heading 'Foreign Exchange'. This rate will be applicable from Wednesday of each week up to and including the Tuesday of the following week. When a national holiday falls on Monday, foreign exchange rates do not appear in the Tuesday edition of the 'Wall Street Journal'. In such exceptional cases, the previous week's rates are used through Wednesday instead of Tuesday, and the Wednesday edition of the 'Wall Street Journal' will be used for the period Thursday through Tuesday of the following week.
 - 2) In other countries, the rate at which, for the purpose of the transfer of funds through banking channels (i.e. other than transactions in bank notes, travelers checks, and similar banking instruments), a bank will purchase a given amount of foreign currency in exchange for one unit (or units) of the country in which the exchange transaction takes place.

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 that such fare will not exceed the lowest fare determined in accordance with paragraphs 1), 2), 3), 4) and 5) of this rule.
- 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 NOTE below) shall 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; or

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

- B) Construction of fares for combination of jet and propeller transportation in the same class of service where no through one-factor fare is published from point of origin to point of destination via the route of movement for a journey in one class of service, partly on jet aircraft and partly on propeller aircraft, the applicable fare for such transportation shall be constructed as follows:

Where a through one-factor fare for propeller aircraft is published from point or origin to point of destination via the route of movement for the class of service used, the applicable fare shall be such through one-factor fare, plus the difference between the fares for jet and propeller aircraft, for the class of service used, between the points where jet aircraft is used. For the purpose of applying paragraph (4) only, the classes of service are:

- (1) First class service
- (2) Coach service other than night coach
- (3) Night coach service

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); or
- 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 trip 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 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.

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 187: MINIMUM FARES

Except as otherwise provided, when rules in this tariff or in tariffs governed by this tariff, provided for application of fares based on percentages of other fares, the minimum one-way fare applicable to the total local or interline transportation sold subject to this tariff shall be USD 6.00 provided that in the event the passenger's transportation is via 2 or more carriers having

different minimum fares, the highest minimum fare shall apply to such Interline carriers having different minimum fares.

Wholly or			One-Way	
Partially via	USD	CAD	Trip	Exception
DL	6.00	7.08	---	---

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. Baggage Allowance

1. Checked Baggage and Carry-On Item

Effective on October 13, 2009 for tickets purchased on/after September 19, 2009, Delta will apply domestic fee structure for all flights between Canada and the 50 United States, including Puerto Rico and the US Virgin Islands, defined below. Customers who purchased a ticket for travel in First or Business Class may check three bags up to 50 lbs for each bag. Lower limits may apply on some flights in Delta’s sole discretion. All baggage must meet the size and weight limits set forth in this rule to qualify for the free baggage allowance. Delta may accept additional, larger, or heavier items as checked baggage when space is available, but will require the payment of an excess baggage fee, 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 5.5 lbs. 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.

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.
- 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

Except as set forth below, Delta may refuse to accept for checking any baggage that is not tendered to Delta at the airport curbside or ticket counter acceptance positions at least 60 minutes before the scheduled departure of the passenger's flight.

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 (including any free bag allowance) on flights operated by Delta Air Lines and up to a total of 4 total checked bags per passenger (including any free bag allowance) on flights operated by a Delta Connection carrier.

Baggage Fees	Tickets purchased on/after January 05, 2010 for travel on/after January 12, 2010 – May 31, 2011	Tickets purchased on/after June 1, 2011
1st Bag	Pre-pay fees – On-Line check-in USD23/CAD23 Airport check-in USD25/CAD25	USD25/CAD25
2nd Bag	Pre-pay fees – On-Line check-in USD32/CAD32 Airport check-in USD35/CAD35	USD35/CAD35
Extra Piece	3 USD125/CAD125 4-10 USD200/CAD200	3 USD125/CAD125 4-10 USD200/CAD200

b) Oversize Baggage

Delta may accept baggage with a maximum outside linear dimensions exceeding 62 inches, but not exceeding 115 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 – USD175/CAD175
- (2) for items exceeding 80 inches, but not exceeding 115 inches, an oversize baggage fee of USD300/CAD300.

Except as otherwise set forth in this rule, baggage with a maximum outside linear dimension exceeding 115 inches will not be accepted as checked baggage.

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:

Destination	Baggage Weight	Overweight Baggage Fee
Between Canada and US	Exceeding 50 lbs., but not exceeding 70 lbs.	USD90/CAD90
	Exceeding 70 lbs., but not exceeding 100 lbs.	USD175/CAD175

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 USD50 / CAD50 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 this subsection.

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

On most flights, Delta will accept for transportation as baggage, cats, dogs, household birds, guinea pigs, rabbits, and hamsters which are kept as personal pets or as show or exhibition animals, subject to the provisions of this rule. Delta does not accept snub-nosed or pug-nosed pets as checked baggage. Other pets will not be accepted as baggage. Animals that Delta will not accept as baggage may, under certain circumstances, be shipped as air cargo. Please contact Delta or visit 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-served 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) Summer Embargo

Animals will not be accepted as checked baggage from May 15 to September 15, unless the passenger is military or government personnel with return orders and/or traveling with pets from Hawaii for duty.

(2) 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.

(3) 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.

(4) Winter Embargo

Animals will not be accepted as checked baggage on flights operated between Salt Lake City (SLC) and Sun Valley, ID (SUN), Twin Falls, ID (TWF), or Jackson Hole, WY (JAC) from November 1 through March 31.

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.

(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 eight weeks old. Pets will not be accepted as carry-on baggage on flights to/from 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.

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 BusinessElite cabin, if applicable
- four pets in the main (Coach) cabin on Delta-operated flights

Note: For aircraft with only one cabin the total allotment is four pets.

g) Unaccompanied Minors

Animals may travel with unaccompanied minors. Pet in Cabin fees apply in addition to the UNMR 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 USD200/CAD200 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 USD125/CAD125 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/CAD150 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; however, standard excess size 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. Musical Instrument

Subject to the rules for carriage of fragile items and the other rules set forth above, Delta may accept musical instruments or equipment whose outside linear dimensions do not exceed 115 inches provided the weight, including case, does not exceed 100 lbs. Standard overweight and oversize baggage charges or cabin seat luggage charges apply.

7. 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.

8. 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 4 rifles/shotguns/shooting material/tools
- one gun case containing up to 5 rifles/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 checkpoint.

d) Charges

Each item of shooting equipment will be included in determining the free baggage allowance, and when in excess, each item is charged an excess baggage charge of USD150/CAD180 each way.

9. 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. Equipment exceeding 115 linear inches will not be accepted.

10. Surfboards

Surfboards 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. All surfing equipment will be charged a rate of USD150/CAD150 each way up to 70lbs. Surfboards are limited to two (2) boards per container. Surfboards over 70lbs will be charged the applicable excess weight

charges 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 Comair or Atlantic Southeast Airlines. Boogie boards not exceeding 43in/107cm will be accepted as part of the free bag allowance.

11. 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/CAD150 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.

12. Pole Vault/Javelin Equipment

Delta will accept pole vault/javelin equipment as checked baggage provided it does not exceed 80 inches in length. If the item exceeds 80 inches in length or the allotted weight limit then excess baggage fees apply.

I. Governing Rules for Codeshare Flights

For codeshare services, each customer will be entitled to the free baggage allowance and charged the excess baggage charges (when applicable) of the Marketing Carrier, regardless of who the Operating Carrier is. If the need arises for operational or safety related reasons, the Operating Carrier may require that carry-on baggage be checked at the gate, but no additional excess baggage charges will apply.

RULE 191: LIABILITY OF CARRIERS

For the purpose of International Carriage governed by the Montreal Convention, the Liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules. To the extent that they are not inconsistent with the foregoing, the following provisions shall apply:

- A) **SUCCESSIVE CARRIERS-** Carriage to be performed under one ticket or under a ticket and any conjunction ticket issued in connection therewith by several successive carriers is regarded as a single operation.
- B) **LAWS AND PROVISIONS APPLICABLE**
 - 1) The Carrier shall be liable under Article 17 of the Warsaw Convention or Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:
 - a) The Carrier shall not be able to exclude or limit its liability for damages not exceeding 113,100 Special Drawing Rights for each passenger.
 - b) The Carrier shall not be liable for damages to the extent that they exceed 113,100 Special Drawing Rights for each passenger if the Carrier proves that:

- 1) such damage was not due to the negligence or other wrongful act or omission of the Carrier or its servants or agents; or
 - 2) such damage was solely due to the negligence or other wrongful act or omission of a third party.
 - c) The Carrier reserves all other defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention except that the Carrier shall not invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with paragraphs (1) and (2) hereof.
 - d) With respect to third parties, the Carrier reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
 - e) The Carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the passenger.
- 2) In cases of personal injury or death, the Carrier shall make an advance payment where the Carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:
- a) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the Carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the Carrier in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 Special Drawing Rights, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the Carrier in its sole discretion.
 - b) The Carrier shall make the advance payment as an advance against the Carrier's liability under the Warsaw Convention, or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.
 - c) The Carrier, in making an advance payment, does not waive any rights, defenses, or limitations available under the Warsaw Convention, or the Montreal Convention, whichever may apply, to any claim on behalf of the passenger, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
 - d) The Carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be voluntary contribution or contractual payment on the part of the Carrier.
 - e) The Carrier may recover an advance payment from any person where it is proven that the Carrier is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.
- 3) The Carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:
- a) The Carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
 - b) Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of the Carrier are not servants or agents of the Carrier, and the Carrier is not liable to the extent the delay is caused by these kinds of facilities or personnel.
 - c) Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply. They include foreseeable compensatory damages sustained by a passenger and do not include mental injury damages.

- d) The Carrier reserves all defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention. Under the Montreal Convention, the liability of the Carrier for damage caused by delay is limited to 4,694 Special Drawing Rights per passenger. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.
- 4) The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:
- a) Except as provided below, the liability of the Carrier is limited to 1,131 Special Drawing Rights for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply. Unless the passenger proves otherwise:
 - 1) all baggage checked by a passenger shall be considered to be the property of that passenger;
 - 2) a particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one passenger; and
 - 3) unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.
 - b) If a passenger makes, at the time checked baggage is handed to the Carrier, a special declaration of interest and has paid a supplementary sum, if applicable, the Carrier will be liable for destruction, loss, damage, or delay of such checked baggage in an amount not exceeding the declared amount, unless the Carrier proves that the declared amount is greater than the passenger's actual interest in delivery at destination. The declared amount, and the Carrier's liability, shall not exceed the total amount of declaration permissible under the Carrier's regulations, inclusive of the limitation of paragraph D.(1) hereof. In the case of transportation under the Warsaw Convention, no supplementary sum shall apply unless the declared amount exceeds 19 Special Drawing Rights per kilogram of the total recorded weight of the checked baggage at the time the baggage is handed to the Carrier. Nevertheless, the Carrier may impose charges for pieces of baggage in excess of any free allowance the Carrier may provide.
 - c) In the case of unchecked baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
 - d) The Carrier is not liable for destruction, loss, damage, or delay of baggage not in the charge of the Carrier, including baggage undergoing security inspections or measures not under the control and direction of the Carrier.
 - e) The Carrier reserves all defenses and limitations available under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, but not limited to, the defense of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Article 22(2) and (3) of the Warsaw Convention in a manner inconsistent with paragraph 4(a) hereof. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.
- 5) Under the Warsaw Convention and the Montreal Convention, whichever may apply, an action for damages must be brought within two years, and a complaint must be made to the carrier within seven calendar days in the case of damage to baggage, and 21 calendar days in the case of delay thereof.
- C) LIMITATION OF LIABILITY- Except as the applicable Convention or other law may otherwise require:
- 1) Carrier is not liable for any death, injury, delay, loss, or other damage of whatsoever nature (hereinafter in this tariff collectively referred to as "damage") to passengers or unchecked baggage

arising out of or in connection with carriage or other services performed by carrier incidental thereto, unless such damage is caused by the negligence of carrier. Assistance rendered to the passenger by carrier's employees in loading, unloading, or transshipping baggage shall be considered as gratuitous service to the passenger. Carrier is not liable for damage to such unchecked baggage incurred during, or as a result of such service, irrespective of the negligence of carrier's employees.

- 2) Carrier is not liable for any damage directly and solely arising out of its compliance with any laws, government regulations, orders, or requirements or from failure of passenger to comply with same, or out of any cause beyond carrier's control.
- 3) Carrier is not to be liable for damage to a passenger's baggage caused by property contained in the passenger's baggage. Any passenger whose property caused damage to another passenger's baggage or to the property of carrier shall indemnify carrier for all losses and expenses incurred by carrier as a result thereof.
- 4) Delta shall not be liable for loss or damage to protruding parts of checked baggage including but not limited to, feet/wheels/pullstraps and pull handles.
- 5) When carrier has exercised the ordinary standard of care, it shall not be liable for spoilage resulting from delay in delivery of any perishables described in Rule 116 (BAGGAGE REGULATIONS), nor for damage to, or damage caused by, fragile articles described in Rule 116 which are unsuitably packed and which are included in a passenger's checked baggage without carrier's knowledge. Carrier shall not be liable for the damage, or delay in delivery of a passenger's checked baggage and property accepted pursuant to the execution of a release as set forth in Rule 116, to the extent that such release relieves carrier of liability.
- 6) Carrier may refuse to accept any articles that do not constitute baggage as such term is defined herein, but if delivered to and received by carrier, such articles shall be deemed to be within the baggage valuation and limit of liability, and shall be subject to the published rates and charges of carrier.
- 7)
 - a) Liability of carrier for damages shall be limited to occurrences on its own line, except in the case of checked baggage as to which the passenger also has a right of action against the first or last carrier.
 - b) A carrier issuing a ticket or checking baggage for carriage over the lines of another carrier does so only as agent.
 - c) Carrier shall not be liable for death or injury of a passenger not occurring on its own line.
- 8) Carrier shall not be liable in any event for any consequential or special damage arising from carriage subject to this tariff, whether or not carrier had knowledge that such damages might be incurred.
- 9) Any exclusion or limitation of liability of carrier under this tariff or the ticket shall apply to agents, servants, or representatives of the carrier acting within the scope of their employment and also to any person whose aircraft is used by the carrier and its agents, servants or representatives acting within the scope of their employment.
- 10) The owner of a pet shall be responsible for compliance with all governmental regulations and restrictions, including furnishing valid health and rabies vaccination certificates when required. Carrier will not be liable for loss or expense due to the passenger's failure to comply with this provision, and carrier will not be responsible if any pet is refused passage into or through any country, state, or territory.

D) TIME LIMITATIONS ON CLAIMS AND ACTIONS

- 1) No action shall lie in the case of damage to baggage unless the person entitled to delivery complains to the carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt; and in the case of delay, or loss, complaint must be made at the latest within 21 days from the date on which the baggage has been placed at his disposal (in the case of delay), or should have been placed at his disposal (in the case of loss). Every complaint must be made in writing and dispatched within the time aforesaid. Where carriage is not "international carriage" as defined in the applicable Convention, failure to give notice shall not be a bar to suit where claimant proves that

- a) it was not reasonably possible for him to give such notice, or
 - b) that notice was not given due to fraud on the part of carrier, or
 - c) the management of carrier had knowledge of damage to passenger's baggage.
- 2) Any right to damages against carrier shall be extinguished unless an action is brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

E) **OVERRIDING LAW-** Insofar as any provision contained or referred to in the ticket or in this tariff may be contrary to a law, government regulation, order or requirement which severally cannot be waived by agreement of the parties, such provisions shall remain applicable and be considered as part of the contract of carriage to the extent only that such provision is not contrary thereto. The invalidity of any provision shall not affect any other part.

F) **MODIFICATION AND WAIVER-** No agent, servant, or representative of carrier has authority to alter, modify, or waive any provisions of the contract of carriage or this tariff.

G) **GRATUITOUS TRANSPORTATION**

- 1) Gratuitous transportation by carrier of persons as hereinafter described shall be governed by all the provisions of this rule, except subparagraph (2) below and by all other applicable rules of this tariff.
 - a) Transportation of persons injured in aircraft accidents on the lines of carrier and physicians and nurses attending such persons.
 - b) Transportation of persons, the object of which is that of providing relief in general epidemics, pestilence or other calamitous visitation.
 - c) Transportation of persons, which is required by and authorized pursuant to Part 223 of the Economic Regulations of the Department of Transportation of the United States of America.
 - d) Transportation of persons which is subject to the Convention.
 - e) Transportation of officers, employees and servants of carrier traveling in the course of their employment and in the furtherance of carrier's business.

2) Except in respect of gratuitous transportation of persons described in paragraph (G) (1) above, carrier in furnishing gratuitous transportation shall not be liable (the provisions of Rule 55(B) and (C) to the contrary notwithstanding) under any circumstances whether of its own negligence or that of

its

officers, agents, representatives or employees, or otherwise, and the person using such free transportation on behalf of himself, his heirs, legal representative, defendants and other parties in interest, and their representatives, assignees, releases and agrees to indemnify carrier, its officers, agents, representatives and employees from all liability (including cost and expenses), for any and

all

delay, and for failure to complete passage, and from any and all loss or damage to the property of such person.

- 3) Except in respect of gratuitous transportation of persons described in paragraph (G)(1) above, carrier in furnishing gratuitous transportation shall not be liable under any circumstances whether of its own negligence or that of its officers, agents, representatives or employees, or otherwise, and the person using such free transportation, on behalf of himself, his heirs, legal representatives, defendants and other parties in interest, and their representatives, assignees, releases and agrees to indemnify Carrier, its officers, agents, representatives and employees from all liability (including cost and expenses) for any and all death or injury, to such person (See NOTE below).

NOTE: Rules stating any limitation on, or conditions relating to, the liability of carriers for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United States, except to the extent provided in Rule 55 (B)(1). Insofar as this rule states any such limitation or condition it is included herein; except to the extent provided in Rule 55 (B)(1), as part of the tariff filed with governments other than the United States and not as part of this tariff filed with the Department of Transportation of the United States.

RULE 192: EXCESS VALUE CHARGES FOR BAGGAGE

At the time baggage is checked, the passenger may declare a value in excess of 1,000 SDR per passenger for checked or unchecked baggage, subject to payment of the additional fees set forth below. If a higher value is declared and the applicable excess valuation fee is paid, Delta's liability shall not exceed such higher declared value. Declared value for personal property, including baggage, shall not exceed USD5,000.00/CAD6600.00. When a passenger holds connecting space from Delta to another carrier and declares excess valuation, baggage will be checked to the final Delta destination only.

Total Amount Of Declared Value	Excess Valuation Fee
Up to USD3000.00/CAD3900.00	USD30.00/CAD39.00
USD3000.01/CAD3900.01 to USD4000.00/CAD5300.00	USD40.00/CAD52.00
USD4000.01/CAD5300.01 to USD5000.00/CAD6600.00	USD50.00/CAD65.00

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 and as provided in Rule 191, 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) Meals

Delta will offer a voucher for meal service to each ticketed passenger.

(b) 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 CAD.

(c) 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)

(d) 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 and SkyMiles members identified with a Diamond Medallion (“DM”), Platinum Medallion (“PM”), or Gold Medallion (“GM”) elite-status designation

Passengers holding tickets for confirmed space in the First or Business class cabin and SkyMiles members identified with a DM, PM, or GM elite-status designation 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 CAD, 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 650.00. 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 1300.00.

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

- A) The carrier will reroute a passenger at the passenger's request and upon presentation of the ticket or portion thereof then held by passenger.

EXCEPTION: The provisions of Rule 255(A) shall require the carrier to reissue/reroute only between points named on the original tickets which are served by the carrier.

B) Fare Applicable To Rerouting Or Change In Destination

- 1) The passenger may change the routing and/or the ultimate destination designated on the ticket 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), when a rerouting or change in ultimate destination is made at passenger's request at an office of the carrier prior to arrival at the ultimate destination named on the original ticket, the fares and charges applicable 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.

C) Waiver of Administrative Service Charge for Upgrading

A passenger holding a one-way normal fare which is subject to an administrative service charge may upgrade to a higher class of service, without fee, between the same pair of points via the same carrier provided this is done prior to departure. However such service charge will be assessed if travel at the higher fare is subsequently changed or cancelled and refund is requested.

D) Fare Applicable To Upgrading Class Of Service While In Flight

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

- a) 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 compartment, 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 compartment to which the passenger is moving, and

- b) The fare paid for transportation from the passenger's origin to destination on such flight.

NOTE: When the amount described in a) above is less than the amount described in b) above, no additional collection will be made. The acceptance of such passenger in the compartment 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.

- E) Ticket exchanges (within one year of original issue) pursuant to changes in rules, fares and charges will be issued according to the following rules for validity dates:
- 1) Tickets which are reissued as an exchange, (wholly unused or partially used) when the residual method has been used to determine the reissue value, will have a new validity date created based on one year from date of exchange.
 - 2) Tickets which are reissued where any or all of the original fares are brought forward on the new ticket will keep the original validity date.
- F) 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.

RULE 260: INVOLUNTARY REFUNDS

- A) The amount the 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.
 - b) Within A Fare Component - The refund will be an amount equal to the carrier's published one way fare for the same class of service, or 50% of the published comparable round trip fare, 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. If the carrier does not publish comparable fares between such points, the

refund will be an amount equal to any carrier's direct one way unrestricted fare, less the same rate of discount that was applied in computing the original fare.

Exception: Delta will make no refund when the destination designated on the passenger's ticket is a point in column (A) and the flight on which the passenger is being transported terminates at the corresponding point in Column (B)

<u>Column A</u>	<u>Column B</u>
BALTIMORE, MD	WASHINGTON, DC (DCA)
BALTIMORE, MD	WASHINGTON, DC (IAD)
BURBANK, CA	LOS ANGELES, CA
BURBANK, CA	ONTARIO, CA
BURBANK, CA	SANTA ANA, CA
CHICAGO, IL (MDW)	CHICAGO, IL (ORD)
CHICAGO, IL (ORD)	CHICAGO IL (MDW)
FT. LAUDERDALE, FL	MIAMI, FL (MIA)
HOUSTON, TX (HOU)	HOUSTON, TX (IAH)
HOUSTON, TX (IAH)	HOUSTON, TX (HOU)
LOS ANGELES, CA	BURBANK, CA
LOS ANGELES, CA	ONTARIO, CA
LOS ANGELES, CA	SANTA ANA, CA
MIAMI, FL	FT. LAUDERDALE, FL
NEW YORK, NY (JFK/LGA)	NEWARK, NJ (EWR)
NEW YORK, NY (JFK)	NEW YORK, NY (LGA)
NEW YORK, NY (LGA)	NEW YORK, NY (JFK)
NEWARK, NJ (EWR)	NEW YORK, NY (JFK/LGA)
OAKLAND, CA	SAN FRANCISCO, CA
OAKLAND, CA	SAN JOSE, CA
ONTARIO, CA	BURBANK, CA
ONTARIO, CA	LOS ANGELES, CA
ONTARIO, CA	SANTA ANA, CA
SAN FRANCISCO, CA	OAKLAND, CA
SAN FRANCISCO, CA	SAN JOSE, CA
SAN JOSE, CA	OAKLAND, CA
SAN JOSE, CA	SAN FRANCISCO, CA
SANTA ANA, CA	BURBANK, CA
SANTA ANA, CA	LOS ANGELES, CA
SANTA ANA, CA	ONTARIO, CA
WASHINGTON, DC (IAD)	BALTIMORE, MD
WASHINGTON, DC (IAD)	WASHINGTON, DC (DCA)
WASHINGTON, DC (DCA)	BALTIMORE, MD
WASHINGTON, DC (DCA)	WASHINGTON, DC (IAD)

- 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
Delta Canadian General Rules Tariff

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.

2. Refund of Taxes, Fees or Charges

Delta will refund taxes, fees or charges collected upon nonrefundable tickets for international transportation only where required by law or where such taxes were collected in error and the passenger submits evidence of exemption from the tax, fee or charge to Delta in connection with a timely refund request. No request for a refund of taxes, fees or charges will be processed unless a request for the refund is received by Delta on the written or electronic forms provided by Delta within the time limits specified by this rule.

3. 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.

4. 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.

5. 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.

6. Administrative Service Fee

Delta may charge an administrative service fee 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 USD100/CAD100 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 390: PREPAID TICKET ADVICE CHARGES

Delta will impose a service charge of USD 100.00/CAD 146.00 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) Diner's Club cards starting with "3889".
- 3) Members/Employees of the U.S. Senate/House of Representatives may use GTR/Cash/Check/Money Order/Credit Card or official travel authorization – GPC form no. 81-76229-IPP.

RULE 392: RETURNED CHECK CHARGE

Delta will collect USD 15.00/CAD 20.00 for each returned check. This charge is non-refundable 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: Chautauqua, Comair, Compass Airlines, ExpressJet, GoJet Airlines, Mesaba, Pinnacle, Shuttle America, 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.