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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. International Conditions of Carriage**

This document is Delta's International Conditions of Carriage, and states the terms upon which Delta offers to transport you on any itinerary for International Carriage. By purchasing a ticket for International Carriage on Delta, or by using a ticket purchased for you by someone else, you agree to be bound by these terms.

### **C. Application of International Conditions of Carriage**

#### **1. International Carriage**

Our International Conditions of Carriage apply only to International Travel. Travel entirely within the United States of America is governed by Delta's Domestic General Rules Tariff. Travel between the United States and Canada is governed by our Canadian General Rules Tariff.

#### **2. Tickets Showing Delta Name or Carrier Code**

These rules apply to all international flights or flight segments in which our name or carrier code is indicated in the carrier box on your Ticket, including flights operated by our code share partners.

#### **3. Gratuitous Carriage**

If we are providing you gratuitous transportation, we reserve the right to exclude the application of all or any part of these Conditions of Carriage to your transportation. You agree to be bound by these terms except to the extent that we choose to exclude them from application to your travel.

#### **4. Overriding Law**

These Conditions of Carriage are applicable except to the extent that they are contrary to applicable laws, government regulations, or orders, in which event the contrary law, regulation or order shall prevail. If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall remain valid.

## **RULE 1 - GENERAL PROVISIONS (continued)**

### **D. Amendments to Conditions of Carriage**

#### **1. Amendments 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 are in effect on the date your travel begins. In the event that we amend these Conditions of Carriage in a way that materially affects the terms and conditions of your ticket purchase after you have purchased your ticket but before your travel begins, and you do not agree to be bound by the rules as amended, you may request a full refund of your ticket price.

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

Except where otherwise provided by law, no Delta employee or ticketing agent has the authority to alter, modify or waive any provision of the Contract 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.

#### **3. Effect of Amendments on Fares & Charges**

The applicable fares, rules, and charges for carriage of passengers and/or baggage shall be those in effect on the date of commencement of travel on the first flight coupon of the ticket. When the fares or charges collected have changed, the difference will be refunded to or collected from the passenger, as may be appropriate, except as follows:

##### **EXCEPTION 1:**

No increase will be collected in cases where the ticket has been issued prior to the effective date of:

- a change in the fare level,
- a change in conditions governing the fare,
- a cancellation of the fare itself.

provided that:

- 1) The originating flight coupon of the ticket was issued for a specific flight at the fare in effect on the date of ticket issuance (i.e. no open tickets)
- 2) The originating flight coupon of the ticket is not voluntarily changed at the passenger's request after a fare increase has taken effect.

## **RULE 1 - GENERAL PROVISIONS (continued)**

EXCEPTION 2: Applicable only for travel originating in the U.S./Mexico/Canada or the Caribbean:

When a new fare is introduced or a current fare is reduced in a market, ticketed passengers may downgrade prior to departure of the originating flight and receive a refund of the difference in fares less an administrative service charge subject to the following conditions:

- No change may be made to the origin/destination/connection/stopover points/flights/dates shown on the original ticket.
- All conditions of the new fare must be met including rebooking in the correct booking code.

\*An administrative service charge or its equivalent converted at the BSR will be applied for all tickets/un-ticketed PTA's presented for downgrades as follows:

- The Administrative Service Charge fee for a downgraded ticket will be the same amount as the change penalty based on the rule of the fare being downgraded.

If the original fare was nonrefundable in whole or in part, the original nonrefundable amount will remain nonrefundable.

### **E. Liability For International Travel**

INTERNATIONAL TRAVEL ON DELTA IS SUBJECT TO THE RULES RELATING TO LIMITATIONS OF LIABILITY AND ALL OTHER PROVISIONS OF THE WARSAW CONVENTION AS AMENDED. FOR INFORMATION ON DELTA'S LIABILITY UNDER THE WARSAW CONVENTION, SEE RULE 55 OF THESE CONDITIONS OF CARRIAGE.

### **F. Amounts Stated in U.S. Currency**

Except as otherwise provided, monetary amounts in these Rules are stated in U.S. currency.

### **G. Erroneous Fares**

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

## **RULE 5 DEFINITIONS**

As used herein:

Add-On-Fare: See "Arbitrary"

Adult means a person who has reached his/her 12th birthday as of the date of commencement of travel.

Africa means the area comprised of Central Africa, East Africa, Indian Ocean Islands, Libya, Southern Africa and Western Africa.

Animals (Applicable between Canada and Puerto Rico/Virgin Islands) in addition to the usual connotation, include reptiles, birds, poultry and fish.

Arbitrary means an amount published for use only in combination with other fares for the construction of through fares. It is also referred to as "Proportional Fare", "Basing Fare", and "Add-On-Fare".

Area No. 1 means all of the North and South American Continents and the islands adjacent thereto; Greenland, Bermuda, the West Indies and the islands of the Caribbean Sea, the Hawaiian Islands (including Midway and Palmyra).

Area No. 2 means all of Europe (including that part of the Russian Federation in Europe) and the islands adjacent thereto; Iceland, the Azores, all of Africa and the islands adjacent thereto; Ascension Island; that part of Asia lying west of and including Iran, Islamic Republic of

Area No. 3 means all of Asia and the islands adjacent thereto except that portion included in Area No. 2; all of the East Indies, Australia, New Zealand, and the islands adjacent thereto; the islands of the Pacific Ocean except those included in Area No. 1.

Asia means the area comprised of Afghanistan, Bangladesh, Bhutan, Brunei, China, Hong Kong, India, Indonesia, the Islands of the Pacific in Area 3 north of the equator except Gilbert Island, Japan, Kazakhstan, Kampuchea, Korea, Kyrgyzstan, Laos, Malaysia, Maldive Island, Myanmar, Nepal, Outer Mongolia, Pakistan, Philippines, Russian Federation (East of the Ural Mountains), Singapore, Sri Lanka, Taiwan, Tajikistan, Timor, Thailand, Turkmenistan, Uzbekistan and Viet Nam.

Australasia means Australia, New Caledonia, New Zealand; New Hebrides, Fiji, Samoa, Cook Islands, Tahiti and the Islands adjacent thereto.

Baggage, which is equivalent to luggage, means, such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

Baggage Check means those portions of the ticket which provide for the carriage of passenger's checked baggage and which are issued by carrier as a receipt for passenger's checked baggage.

Baggage Tag means a document issued by carrier solely for identification of checked baggage, the baggage (strap) tag portion of which is attached by carrier to a particular article of checked baggage and the baggage (claim) tag portion of which is given to the passenger.

Bankers' Buying Rate is the rate at which, for transfers of funds through banking channels, a bank will purchase a given amount of foreign currency in exchange for one unit of the national currency of the country in which the exchange transaction takes place.

## **RULE 5 DEFINITIONS (continued)**

Bankers' Selling Rate is the rate at which, for transfer of funds through banking channels, a bank will sell a given amount of foreign currency in exchange for one unit of the national currency of country in which the exchange transaction takes place.

Basing Fare: See "Arbitrary"

Calendar Month - Period of time starting with any day in a month, identified by number, and ending with the same day of the following month. When the same day does not occur in the following month this period ends on the last day of that month.

Calendar Week means a period of seven days starting at 12:01 A.M. Sunday and ending at 12:00 P.M. of the following Saturday; provided that when a carrier offers only once a week service between two points, it shall mean a period of eight days commencing with 12:01 A.M. on the day the flight operates.

Caribbean Area means the area comprising:

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

Carriage, which is equivalent to transportation, means carriage of passengers and/or baggage by air, gratuitously or for hire.

Carrier

Includes the air carrier issuing the ticket and all air carriers that carry or undertake to carry the passenger and/or his baggage thereunder or perform or undertake to perform any other services related to such air carriage.

Central Africa means the area comprised of Malawi, Zambia and Zimbabwe.

Central America means the area comprising Belize, Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua.

Checked Baggage, which is equivalent to registered luggage, means baggage of which the carrier takes sole custody and for which carrier has issued a baggage check and baggage (claim) tag(s).

Child means a person who has reached his/her second birthday prior to commencement of travel of each sector but not his/her 12th birthday as of the date of commencement of travel of the journey.

Circle Trip -Normal Fares

Travel, other than a round trip, from one point and return to the same point by a continuous, circuitous air route, including journeys comprising two fare components but which do not meet the conditions of the round trip definition; provided that where no reasonable direct scheduled air route is available between two points, a break in the circle between two fare construction points may be traveled by any other means of transportation without prejudice to the circle trip.

## **RULE 5 DEFINITIONS (continued)**

### Circle Trip - Special Fares

Travel from one point and return to the same point comprising two international fare components which do not meet the conditions of the round trip definition (i.e. the fare has a mileage surcharge or higher intermediate point) provided that where no reasonable direct scheduled air route is available between two points, a break in the circle between two fare construction points may be traveled by any other means of transportation without prejudice to the circle trip.

Civil Aeronautics Board means Department of Transportation.

Combination means when two or more one way, round trip or half round trip fares are used and shown separately in a fare calculation.

Conjunction Ticket means two or more tickets concurrently issued to a passenger and which together constitute a single contract of carriage.

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

Constructed Fare means unspecified through fares created by the use of add-on amounts, or two or more fares shown as a single amount in a fare calculation.

Continental U.S.A. or Continental United States each means the District of Columbia and all states of the United States other than Alaska and Hawaii.

Convention means the Convention for the Unification of Certain Rules relating to International Carriage by Air, Signed at Warsaw, October 12, 1929, or that Convention as amended by the Hague Protocol, 1955, whichever may be applicable to carriage hereunder.

Country of Commencement of Transportation means the country from which travel on the first international sector takes place.

Country of Payment means the country where payment is made by the purchaser to the carrier or its agent.

Currency of the Country of Payment means the currency in which international fares from that country are denominated.

Date of Transaction means the date of issuance of the ticket, MCO, or PTA.

Days means full calendar days, including Sundays and legal holidays; provided that for the purposes of notification the balance of the day 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 commenced shall not be counted.

Destination means the ultimate stopping place as shown on the ticket.

## **RULE 5 DEFINITIONS (continued)**

Direct Route Fare means the fare over the direct route between two points. When no direct route fare exists between two ticketed points, a fare must be established by combination over a ticketed point on the itinerary.

Domestic carriage means (except as otherwise specified) carriage in which, according to the contract of carriage, the place of departure, the place of destination or stopover, and the entire transportation are within the sovereign state.

Double Open Jaw Means travel which is essentially of a round trip nature, except that the outward point of arrival and the inward point of departure and/or the outward point of departure and the inward point of arrival are not the same.

East Africa means the area comprising Burundi, Djibouti, Ethiopia, Kenya, Rwanda, Somalia, Tanzania, United Republic of and Uganda.

Eastbound means travel from a point in Area No. 1 to a point in Areas No. 2 or 3 via the Atlantic Ocean or travel from points in Area Nos. 2 or 3 to a point in Area 1 via the Pacific Ocean.

EC Member States means Austria, Belgium, Denmark, Germany, Finland, France, Greece, Iceland, Ireland, Italy, Luxembourg, the Netherlands, Norway, Portugal, Spain, Sweden and the United Kingdom.

Educational Establishment means a school-academy-college or university offering full time educational-vocational or technical courses for a school year and does not include a commercial office, industrial or military establishment or a hospital at which a student is serving an apprenticeship unless such apprenticeship is part of the school curriculum of the educational establishment at which the student is enrolled.

End-on Combination means combination of two or more fares at a fare construction point (not applicable to combination of fares between the same points).

Extraterritorial Trip (Applicable between Canada and Puerto Rico/Virgin Islands.) means any trip which includes transportation:

- (1) via one or more carriers within the areas 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.

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

Fare Break Points see fare Construction Points.

Fare Component means a portion of an itinerary between two consecutive fare construction points. If the journey has only one fare component, the point of origin and the point of destination of the journey are fare construction points.

## **RULE 5 DEFINITIONS (continued)**

Fare Construction Points means the terminal points of a fare component (these are also termed fare break points).

Flight Coupon means a portion of the passenger ticket that indicates particular places between which the coupon is good for carriage.

Foreign Air Transportation means transportation between a point in the United States and a point outside thereof.

France (Metropolitan) means Continental France and Corsica.

French Overseas Departments (DOM) means French Guiana, Guadeloupe (including St. Barthelemy, Northern St. Martin, Les Saints, La Desirade, Marie-Galante-Grand Bourg Martinique, Mayotte, Reunion, St Pierre and Miquelon).

French Overseas Territories (TOM) means New Caledonia (Including Loyalty Islands), French Polynesia (Including Wallis and Futuna).

Gateway means the first point of arrival/last point of departure in a country/area.

Guardian means a legal guardian or a person acting in lieu of parents in the event of death or legal incapacity of parents.

IATA Rate of Exchange (IROE) means the rates of exchange notified by IATA to convert local currency fares to NUC and to convert total NUC amounts to the currency of the country of commencement of transportation.

Iberian Peninsula means the area comprised of Gibraltar, Portugal (including Azores and Madeira) and Spain (including Balearic and Canary Islands).

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

Indian Ocean Islands means Comoros, Madagascar, Mauritius, Mayotte, Reunion, Seychelles.

Indian Subcontinent means the area comprised of Afghanistan, Bangladesh, India, Nepal, Pakistan and Sri Lanka.

Infant means a person who has not reached his/her second birthday prior to commencement of travel of each sector.

Interline Transfer Point means any point at which the passenger transfers from the services of one carrier to the services of another carrier.

Interline Transportation means transportation on the services of more than one carrier.

## **RULE 5 DEFINITIONS (continued)**

International Carriage means (except when the Convention is applicable) carriage in which, according to the contract of carriage, the place of departure and any place of landing are situated in more than one state. As used in this definition, the term "state" includes all territory subject to the sovereignty, suzerainty, mandate, authority or trusteeship thereof. International carriage as defined by the Convention means any carriage in which, according to the contract of carriage, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two High Contracting Parties to the Convention or within the territory of a single High Contracting Party to the Convention, if there is an agreed stopping place within a territory subject to the sovereignty, suzerainty, mandate or authority of another power even though that power is not a party to the Convention.

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 here under and to which the said Convention applies. For the purpose of determining the applicability of the term "international transportation:"

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

Interstate Transportation means transportation between a point in any state of the United States and the District of Columbia and a point in any other state of the United States or the District of Columbia.

Intraline Transportation means transportation solely over the services of a single carrier.

Local Currency Fares means fares and related charges expressed in the currency of the country of commencement of transportation.

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

Micronesia means the area comprised of Guam, Johnston Island, Marshall Islands, Caroline Islands, Palau Island, Mariana Islands.

Middle East means the area comprised of Bahrain, Egypt, Iran, Islamic Republic of, Iraq, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Sudan, Syrian Arab Republic, United Arab Emirates (comprised of Abu Dhabi, Ajman, Dubai, Fujairah, Ras al Khaimah, Sharjah, Umm al Qaiwain), Yemen (Republic of).

## **RULE 5 DEFINITIONS (continued)**

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

Military Passenger means military personnel of the U.S. military agencies who are on active duty status or who have been discharged from active military service within seven days of the date of travel.

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.

A National means a person who has citizenship of a country either by birth or by naturalization.

Neutral Unit of Construction (NUC) means a common unit used to construct fares using different local currencies.

Normal Fare means the full fare established for a regular or usual service, the application of which is not dependent upon any limited period of ticket validity or other special circumstances. Unless otherwise specified in the provisions of this tariff, normal fares shall be considered to include the following, all year one-way, round trip, circle trip and open jaw trips, First Class, Business Class, Executive Class, Economy Class, one-class Standard Service, Standard Service, Tourist/Coach Class service and Thrift Class service fares, on-season and off-season fares.

Normal Fare Open Jaw means travel from one point and return to another comprising not more than two international fare components and the mileage of the surface sector is equal to/less than the mileage of the shortest flown international fare component; the fare is to be assessed as a single pricing unit using half round trip fares, assessed from the country of unit origin.

in this context:

- a) turnaround open jaw shall mean where the outward point of arrival and the inward point of departure are different
- b) origin open jaw shall mean where the outward point of departure and the inward point of arrival are different

Exceptions:

- 1) Canada, USA shall be considered as one country
- 2) Except for pricing units wholly within Scandinavia, Scandinavia shall be considered as one country.
- 3) Except for pricing units wholly within Europe, Europe shall be considered as one country.

North Central Pacific means all routes between points in Canada/U.S.A. on the one hand and points in area 3 except points in the Southwest Pacific, on the other hand via the Pacific Ocean.

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

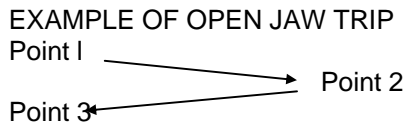
On-line Tariff Data Base means the remotely accessible, on-line version, maintained by the filer, of (1) the electronically filed tariff data submitted to the "official D.O.T. tariff database," and (2) the Departmental approvals, disapproval's and other actions, as well as Departmental notations concerning such approvals, disapproval's or other actions, that Subpart W of the proposed Part 221 requires the filer to maintain in its database. The term "official D.O.T. tariff database" means those data records (as set forth in Sections 221.283 and 221.286 of the rule) which would be in the custody of, and maintained by the Department of Transportation.

Online Transfer Point means any point at which the passenger transfers from one service of a carrier to another service of the same carrier (bearing a different flight number).

**RULE 5 DEFINITIONS (continued)**

Open Jaw Trip means:

- a) (Not applicable between Canada and Puerto Rico/Virgin Islands.) Travel which is essentially of a round trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward point of departure of which are not the same.
- b) (Applicable between Canada and Puerto Rico/Virgin Islands.) Open Jaw Trip means any trip which is essentially of a round trip or circle trip nature but the outward point of departure and inward point of arrival or the actual point of arrival and inward point of departure of which are not the same,



Origin means the initial starting place of the journey as shown on the ticket.

Other Charges means charges such as taxes, fees, etc. not to be shown in the fare construction box of the ticket excluding excess baggage charges.

Passenger means any person, except members of the crew, carried or to be carried in an aircraft with the consent of carrier.

Passenger Coupon means that portion of the passenger ticket constituting the passenger's written evidence of the contract of carriage.

Passenger Ticket means those portions of the ticket issued by the carrier that provide for the carriage of the passenger.

Prepaid Ticket Advice means:

- a) (Not applicable between Canada and Puerto Rico/Virgin Islands.) the notification between offices of a carrier by teletype, commercial wire or mail that a person in one city has purchased and requested issuance of prepaid transportation to a person in another city.
- b) (Applicable between Canada and Puerto Rico/Virgin Islands) 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.

Proportional Fare: See "Arbitrary"

Rate of Exchange (ROE) is rate based on the IATA Clearing House Rate which will be revised at least 4 times yearly and is to be used for conversion of local currency fares to NUC's and vice versa.

Rebooking means a change of reservations to a different date.

Related Charges means those charges to be shown in the fare construction box of the ticket, cancellation penalties, nonrefundable amounts, rebooking and rerouting charges and excess baggage charges.

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

**RULE 5 DEFINITIONS (continued)**

Rerouting means a change of routing (including origin, destination, stopover or connection points), fare, carrier(s), class of service, flight, or date from that originally provided for on the ticket. (Not applicable to open tickets).

A Resident means a person normally living in a country.

Round Trip means a journey entirely by air from a point of origin to another point and return to the point of origin, comprising two fare components only, for which the applicable normal half round trip fare for each component, measured from the point of origin, is the same for the routing traveled; provided that this definition shall not apply to journeys for which the same all year through one way fare is established, between two points, in either direction around the world.

NOTE: If the fares to be used differ through class of service/seasonality/midweek/weekend/carrier variations, the outbound fare shall be used also for the inbound fare component for the purpose of determining if the journey is a round trip.

Routing means the carrier(s) and/or the cities and/or class of service and via which transportation is provided between two points.

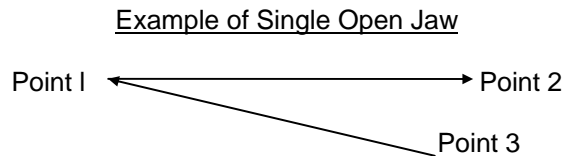
Scandinavia means the area comprising Denmark, Norway and Sweden.

School Year means a period of 12 consecutive months less whatever interruptions for vacations are normally granted by the education establishment at which the student is enrolled; provided that where the official scholastic year is less than 12 months, "School Year" shall mean not less than 6 months period less whatever interruptions for vacations are normally granted at the educational establishment at which the student is enrolled.

Sector means that portion of a journey covered by a single flight coupon.

Side Trip means travel not necessarily performed entirely by air from and/or to an en-route point of a fare component.

Single Open Jaw Trip means travel that is essentially of a round trip nature, except that the outward point of arrival and inward point of departure are not the same or the outward point of departure and inward point of arrival are not the same.



**EXCEPTION:** (Applicable between Canada and Puerto Rico/Virgin Islands.) Single Open-Jaw means any trip which is essentially of a round or circle trip nature, but the outward point of arrival and the inward point of departure are not the same.

SITI - Means tickets which are sold and issued in the country of commencement of transportation.

SITO - Means tickets which are sold inside but issued outside the country of commencement of transportation.

SOTI - Means tickets which are sold outside but issued inside the country of commencement of transportation.

SOTO - Means tickets which are sold and issued outside the country of commencement of transportation.

## **RULE 5 DEFINITIONS (continued)**

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

South East Asia means Brunei, China (People's Republic of), Guam, Hong Kong, Indonesia, Kampuchea, Kazakhstan, Kyrgyzstan, Laos, Malaysia, Mongolian Republic Myanmar, Philippines, Russian Federation (East of the Ural Mountains), Singapore, Taiwan, Province of, Thailand, Tajikistan, Turkmenistan, Uzbekistan, Viet Nam.

South Pacific means the area comprising of all routes between points in the U.S./Canada on the one hand and points in the Southwest Pacific on the other hand via the Pacific Ocean.

Southern Africa means points within Africa comprised of Botswana, Lesotho, Mozambique, Namibia-Southwest Africa, South Africa and Swaziland.

Southwest Pacific means that area comprised of Australia, Cook Islands, Fiji Islands, French Polynesia, Gilbert and Ellice Islands, Loyalty Islands, New Caledonia, New Hebrides, New Zealand, Papua New Guinea, Samoan Islands, Society Islands, Solomon Islands, Tonga and intermediate islands.

Special Drawing Right means a special unit of currency, the currency values of which fluctuate and are recalculated each banking day. These values are known to most commercial banks and are reported in some newspapers and in the IMF Survey, published weekly by the International Monetary Fund, Washington, D.C.2043l.

Special Fare means a fare other than a normal fare.

### Stopover

- 1) Not applicable to travel between Canada and Puerto Rico/Virgin Islands) A stopover will occur when a passenger arrives at an intermediate point and is not scheduled to depart within 24 hours of arrival.
- 2) (Applicable to travel between Canada and Puerto Rico/Virgin Islands only) A stopover will occur when a passenger arrives at an intermediate or junction transfer point on a flight of the carrier and fails to depart from such intermediate or junction transfer point on:
  - a) the first flight on which space is available or
  - b) the flight that will provide for the passenger's earliest arrival at intermediate or junction transfer point(s) or destination point, via the class of service and carrier as shown on the passenger's ticket; provided, however, that in no event will a stopover occur when the passenger departs from the intermediate or junction transfer point on a flight shown in carrier's official general schedules and/or service patterns as departing within four hours after his arrival at such point.

Ticket means the "Passenger Ticket and Baggage Check," including all flight, passenger and other coupons therein, issued by carrier, which provide for the carriage of the passenger and his baggage.

Ticketed Point means points shown in the "good for passage" section of the passenger ticket plus any other points used for fare construction and shown in the fare construction box of the ticket; provided that two flight numbers or two carriers such as for an interchange flight will not be permitted on one flight coupon.

## **RULE 5 DEFINITIONS (continued)**

Transfer means a change from the flight on one carrier to the flight of another carrier; or a change from the flight of a carrier to another flight of the same carrier bearing the same flight number; or a change from the flight of a carrier to another flight (that is) a service bearing a different flight number of the same carrier, irrespective of whether or not a change of aircraft occurs.

Transfer Point means any point at which the passenger transfers from the services of one carrier to another service of the same carrier (bearing a different flight number) or to the service of another carrier.

Transit Point means 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.

Transpacific Sector means the portion of travel covered by a single flight coupon from the point of departure in Area I to the point of arrival in Area 3 and vice versa.

Trust Territory means the area comprising the Caroline Islands, Mariana Islands and Marshall Islands.

Unchecked Baggage which is equivalent to hand luggage, is baggage other than checked baggage.

United Kingdom or U.K. means England, Scotland, Wales and Northern Ireland.

"United States of America" or the "United States" or the "U.S.A." each means, unless otherwise specified, the area comprising the 48 contiguous Federated States; The Federal District of Columbia; Alaska, Hawaii, Puerto Rico, The U.S. Virgin Islands.

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

U.S. Territories means the overseas territories of the United States of America including: American Samoa, Baker Islands, Guam, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Island, Northern Mariana Island, Puerto Rico, Saipan, Swains Island, Pacific Trust Territories, Palmyra Island, Panama Canal Zone, U.S. Virgin Islands and Wake Islands.

Validate means to stamp or write on the passenger ticket an indication that the passenger ticket has been officially issued by carrier.

Virgin Islands (Applicable between Canada and Puerto Rico/Virgin Islands) means the Virgin Islands of the U.S.

Westbound means travel from a point in Area Nos. 2 or 3 to a point in Area No. 1 via the Atlantic Ocean or travel from a point in Area No. 1 to a point in Area Nos. 2 or 3 via the Pacific Ocean.

Western Africa means the area comprised of Angola, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Congo, Cote d'Ivoire, Equatorial Guinea, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Liberia, Mali, Mauritania, Niger, Nigeria, Sao Tome & Principe, Senegal, Sierra Leone, Togo and Zaire.

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 15 ELECTRONIC SURVEILLANCE OF PASSENGERS AND BAGGAGE**

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

## **RULE 25 REFUSAL TO TRANSPORT**

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

A. Government Request Or Regulations

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

B. Search Of Passenger Or Property

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

C. Proof Of Identity

When a passenger refuses on request to produce positive identification; provided however that Delta shall have no obligation to require positive identification of persons purchasing tickets and/or presenting tickets for the purpose of boarding aircraft.

D. Travel Across International Boundaries

When a passenger is traveling across any international boundary if:

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

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

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

## **RULE 25 REFUSAL TO TRANSPORT (continued)**

### **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 25(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 members 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 risk of harm or damage to the carrier's aircraft and/or property.

## **RULE 25 REFUSAL TO TRANSPORT (continued)**

### **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 certain 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 advance 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,
- 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 person 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 90(D).

## **RULE 26 CARRIAGE OF CHILDREN**

### **A. Accompanied Children**

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

## **RULE 26 CARRIAGE OF CHILDREN (continued)**

### **D. Unaccompanied Children Ages 15-17**

Although not required, a parent or guardian may request Unaccompanied Minor Service for unaccompanied minors ages 15-17. The applicable unaccompanied minor service charge will apply.

### **E. Unaccompanied Minor Service Charge**

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

The unaccompanied minor service charge will be USD 100/CAD 118\* each way for non-stop travel and USD 100/CAD 118 each way for connecting travel.

\*Brazil and Japan – subject to government approval.

### **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 30 GROUND TRANSFER SERVICE**

### **A) GENERAL**

Except as otherwise specified below, Delta does not operate or provide ground transfer service between airports or between airports and city centers. Any such service is performed by independent operators who are not and shall not be deemed to be agents or servants of Delta. Although Delta may assist you in making arrangements for such ground transfer service, you agree that Delta is not liable for any act or omission of any such independent operator. If we issue you a voucher to cover the cost of services provided by any such independent contractor and you decide not to use the services, the voucher for such services will have no refund value.

### **EXCEPTIONS:**

Except for passengers traveling on free tickets, Delta will provide ground transfer services at no additional charge in the following circumstances:

1). Transatlantic/Transpacific/Mexico/Caribbean Flights -- New York area airports

Delta or Delta Connection passengers making connections between LaGuardia Airport (LGA) or Newark International Airport (EWR) and John F. Kennedy International Airport (JFK) to or from Delta transatlantic flights will be provided ground transportation between JFK airport and LGA/EWR airports at no additional charge, if the passenger's connecting flight is scheduled to depart no more than 6 hours after the scheduled arrival of the passenger's flight at LGA/EWR/JFK airports.

2) Transatlantic Flights – London and Paris area airports

Ground transfer service between the two London area airports Heathrow (LHR) and Gatwick (LGW) and the two Paris area airports Charles de Gaulle (CDG) and Orly (ORY) is included in the fare and will be provided without additional charge for Delta passengers making connections to or from Delta transatlantic flights.

## **RULE 34 PASSENGERS WITH DISABILITIES DISCOUNT FARES FROM ECUADOR**

### **A) APPLICATION**

- 1) The provisions of the rule apply for travel from Ecuador to Areas 1, 2, 3.
- 2) All travel at these fares must be via Delta scheduled services
- 3) Discounts provided under this rule will only apply when Delta is used for the entire fare component.

### **B) FARES**

1) Passengers ticketed at fares governed by this rule receive a 25 (twenty-five) percent discount off of DL local fares and DL interline fares published with ATPCO (Airline Tariff Publishing Company), Agent, except as provided in Paragraph 2) below:

2) The discount will not apply to the following fares:

- a) DL Frequent Flyer Fares (with the exception of FFY/CFFY fares within Area 1 only)
- b) Agency/Industry Discounts
- c) Joint Fares
- d) Round the World Fares
- e) Circle Pacific Fares
- f) Special Status Fares (e.g. Children's/Family Plan/  
Government/Group/Military/Military Recruit/Tour Basing/Visit U.S.A/Senior  
Citizen/Youth Fares)
- g) Fares which prohibit such discount within the governing rule
- h) Delta Senior Citizen Discounted Fares

3) Passenger must adhere to all conditions/provisions of the appropriate governing rule of the fare on which they are traveling. Must be traveling at the same fare.

### **C) RESERVATIONS AND TICKETING**

Tickets must be noted with specific ticket designators. The designator will be the appropriate fare basis code for the fares utilized, followed suffix "BPWK". EXAMPLE: BHXAP/BPWK

### **D) SPECIAL CONDITIONS**

Passengers with disabilities must present a CONADIS identification card to qualify for this discount. The CONADIS identification card could be issued by the National Council of the Handicapped (sic) or by Provincial Committees representing individuals with disabilities.

## **RULE 36 PASSENGER EXPENSES EN ROUTE**

### **A) MEALS, HOTEL ACCOMMODATIONS, GROUND TRANSPORTATION**

Except as specifically provided to the contrary in any of our regulations that may govern a particular itinerary or fare, your fare does not include the cost of any expenses you may incur en route, including, for example, hotel expenses, charges for ground transportation service, or meals other than those served aloft. Meal service is not provided on all flights but may be available for an additional charge.

### **B) TAXES & OTHER GOVERNMENT OR AIRPORT-IMPOSED FEES OR CHARGES**

Except as specifically provided to the contrary in any of our regulations that may govern a particular itinerary or fare, your fare excludes any taxes, or other government or airport-imposed service charges or transit taxes. Any tax or other charge imposed by government or airport authority and collectable from a passenger will be in addition to the published fares and charges.

### **C) HOTEL RESERVATIONS**

If you request that we do so, Delta may request hotel reservations for your convenience, but we do not guarantee the availability or quality of accommodations. Any expenses we incur in arranging, or attempting to arrange, for reservations will be chargeable to you, except as otherwise provided in this contract of carriage or in our regulations.

### **D) ARRANGEMENTS MADE BY CARRIER**

If we assist you in making arrangements for hotel, meals, excursion trips on the ground, or other similar incidental arrangements, whether or not we pay the cost of these arrangements, Delta acts only as your agent. The third parties providing these services are neither the agents nor employees of Delta, and Delta is not liable for loss, damage or expense of any nature whatsoever that you may incur as a result of or in connection with your use of these services or the denial of such services by any other person.

## **RULE 45 ADMINISTRATIVE FORMALITIES - PASSPORTS, VISAS AND TOURIST CARDS**

### **A) COMPLIANCE WITH REGULATIONS**

The passenger shall comply with all laws, regulations, orders, demands, or travel requirements of countries to be flown from, into, or over, and with all rules, regulations, and instructions of carrier. Carrier shall not be liable for any aid or information given by any agent or employee of carrier to any passenger in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements, or instructions, whether given orally, in writing, or otherwise, or for the consequences to any passenger resulting from his failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, or instructions.

### **B) PASSPORTS AND VISAS**

- 1) Each passenger desiring transportation across any international boundary will be responsible for obtaining all necessary travel documents and for complying with all government travel requirements. The passenger must present all exit, entry and other documents required by the laws, and, unless applicable laws provide otherwise, shall indemnify the carrier for any loss, damage, or expense suffered or incurred by such carrier by reason of such passenger's failure to do so. Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision. Carrier reserves the right to refuse carriage to any passenger who has not complied with applicable laws, regulations, orders, demands, or requirements or whose documents are not complete. No carrier shall be liable for any aid or information given by any agent or employee of such carrier to any passenger in connection with obtaining such documents or complying with such laws, whether given orally or in writing or otherwise.
- 2) Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever carrier, on government order, is required to return a passenger to his 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. Carrier may apply to the payment of such fares any funds paid by the passenger to carrier for unused carriage, or any funds of the passenger in the possession of 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.
- 3) Passenger Transiting Without VISA (TRWOV) - Service Charge (Applicable to passengers traveling under the Transit Without Visa Agreement) A passenger transiting a point in the U.S.A. without a Visa will be assessed a service charge of USD 25.00 or its equivalent converted at the applicable Banker's Rate when DL is the carrier providing the passenger with transportation to the U.S.A.  
NOTE: The service charge will be collected upon passenger check in at the last stopover point prior to arrival in the U.S.A. or if there is no stopover, the point of origin.

### **C) CUSTOMS INSPECTION**

If required, the passenger must attend inspection of his baggage, checked or unchecked, by customs or other government officials. Carrier accepts no responsibility toward the passenger if the latter fails to observe this condition. If damage is caused to carrier because of the passenger's failure to observe this condition, the passenger shall indemnify carrier therefor.

### **D) GOVERNMENT REGULATION**

No liability shall attach to carrier if carrier in good faith determines that what it understands to be applicable law, government regulation, demand, order or requirement, requires that it refuse and it does refuse to carry a passenger.

**RULE 47 SMOKE FREE SERVICE**

Delta prohibits smoking and the use of all smokeless tobacco products on all flights operated by DL worldwide.

EXCEPTION: This rule does not apply to codeshare flights operated by another airline.

## **RULE 50 PASSENGER MEDICAL OXYGEN SERVICE**

### **A) COMPRESSED MEDICAL OXYGEN SERVICE PROVIDED BY DELTA**

Delta will provide on-line in-flight preplanned compressed medical oxygen service on all Delta-operated flights subject to the conditions set forth below. Compressed medical oxygen service is not available on Delta Connection Carriers. Delta is not liable for its failure to provide this service when such failure is beyond its control.

#### **1) Advance Notice Required**

Passengers requesting compressed medical oxygen service must provide Delta or its designee with at least 48 hours written notice prior to the time that such oxygen will be needed. Minimum airport check-in the time is one (1) hour.

#### **2) Compressed Medical Oxygen and Medical Screening Charge**

Each passenger requesting compressed medical oxygen service will be assessed a per segment charge of CAD145.00/USD 100.00 or its equivalent converted at the applicable banker's rate. This charge is non-refundable unless Delta is unable to provide the service.

### **B) Passenger-Owned Portable Oxygen Concentrators**

Effective December 1, 2005, on flights operated by Delta and Delta Connection carriers passengers may use a passenger-owned Portable Oxygen Concentrator (POC) that has been approved for use by Delta. The current list of approved POC devices is available on [delta.com](http://delta.com) or may be obtained by calling Delta Reservations.

#### **1) Advance Notice Required**

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

#### **2) Medical Screening Charge**

Passengers who wish to use a POC on a Delta flight must receive medical screening prior to their flight and will be charged a non-refundable CAD 30.00/USD 25.00 (or its equivalent converted at the applicable banker's rate) screening fee per passenger per itinerary. 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 and an additional CAD 30.00/USD 25.00 (or its equivalent converted at the applicable banker's rate) screening fee per passenger per itinerary will apply.

### **C) Medical Certificate Required**

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

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

D) Seating Restrictions

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

**RULE 54 LIABILITY OF CARRIERS – APPLICABLE TO/FROM CANADA ONLY**

The provisions of Rule 55 Liability of Carriers, are wholly incorporated by reference, and are applicable to the extent such provisions are not inconsistent with the following statement:

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.

## **RULE 55 LIABILITY OF CARRIERS PART A (NOT APPLICABLE TO/FROM CANADA)**

- 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 100,000 Special Drawing Rights for each passenger.
    - b) The Carrier shall not be liable for damages to the extent that they exceed 100,000 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.
- 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) The liability of the Carrier is limited in most cases to 1000 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 17 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 the Carrier's free allowance.
  - 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, except for Article 22(3) thereof, and the Montreal Convention, whichever may be applicable, to such claims."
- 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 55 LIABILITY OF CARRIERS**

### **PART B (APPLICABLE TO/FROM CANADA ONLY)**

The provisions of Rule 55 Liability of Carriers, are wholly incorporated by reference, and are applicable to the extent such provisions are not inconsistent with the following statement:

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.

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) Warsaw Convention: The Carrier agrees in accordance with Article 22(1) of The Convention for the Unification of Certain Rules Relating to International Transportation by Air signed at Warsaw, October 12, 1929 or, where applicable, that Convention as amended by the Protocol signed at The Hague on September 28, 1955 ("the Convention") that, as to all international carriage or transportation hereunder as defined in the Convention:

- a) The Carrier shall not invoke the limitation of liability in Article 22(1) of the Convention as to any claim for recoverable compensatory damages arising under Article 17 of the Convention.
- b) The Carrier shall not avail itself of any defense under Article 20(l) of the Convention with respect to that portion of such claim which does not exceed 100,000 Special Drawing Right (SDRs). (See Note 1 below).
- c) Except as otherwise provided in paragraph (a) and (b) hereof, the Carrier reserves all defenses available under the Convention to such claims. With respect to third parties, the Carrier reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
- d) The Carrier agrees that subject to applicable law recoverable compensatory damages for such claims may be determined by reference to the law of the domicile or permanent residence of the passenger. (See Note 2 below).

NOTE 1: Special Drawing Rights are rates of currency exchange set by the International Monetary Fund and are based on exchange rates for the U.S., German, British, French and Japanese currencies.

NOTE 2: Paragraph 1 shall expire as provided in U.S. Department of Transportation Order 97-1-2 and be replaced in accordance with any final action or order of the Departure entered in Docket OST-96-1607.

2) Carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier's tariffs, and carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket, and for the purpose of the Convention the agreed stopping places (which may be altered by carrier in case of necessity) are those places, except the place of departure and the place of destination set forth in the ticket and any conjunction ticket issued therewith, or shown in carrier's timetable as scheduled stopping places on the passenger's route. A list giving the full name and abbreviation of each carrier in this tariff is provided at the front of this tariff.

3) To the extent not in conflict with the provisions of paragraphs (1) and (2) above, all carriage hereunder and other services performed by each carrier are subject to:

- a) applicable laws (including national laws implementing the Convention or extending the rules of the Convention to carriage which is not "international carriage" as defined in the Convention), government regulations, orders, and requirements;
- b) provisions set forth in the passenger's ticket;
- c) applicable tariffs;

- d) except in transportation between a place in the United States and any place outside thereof and also between a place in Canada and any place outside thereof, conditions of carriage, regulations and timetables (but not the times of departure and arrival therein specified) of carrier, which may be inspected at any of its offices and at airports from which it operates regular services.
- C) LIMITATION OF LIABILITY- Except as the Convention or other applicable 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)
    - a) Any liability of carrier is limited to 250 French gold francs (approximately USD 20.00) per kilogram in the case of checked baggage, and 5000 French gold francs (approximately USD 400.00) per passenger in the case of unchecked baggage or other property, unless a higher value is declared in advance and additional charges are paid pursuant to carrier's regulations. In that event, the liability of the carrier shall be limited to such higher declared value. In no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
    - b) For purposes of determining liability under the Convention with respect to passenger baggage, the weight of each piece shall be deemed to be 32 kilograms (70 pounds), unless otherwise stated on the baggage check.
    - c) Any failure to enforce the maximum limitations of liability shall not be construed as a total waiver of the right to limit liability at an amount higher than that set forth in the applicable tariff, nor in any way affect the validity of this provision.
  - 4)
    - a) In any event liability of carrier for delay of a passenger shall not exceed 125,000 French gold francs, or its equivalent.
    - b) In any event liability of carrier for death or injury shall not exceed 125,000 French gold francs, or its equivalent.
  - 5) In the event of delivery to the passengers of part but not all of his checked baggage, or in the event of damage to part but not all of such baggage, the liability of the carrier with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight, notwithstanding the value of any part of the baggage or contents thereof.
  - 6) Carrier shall not 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.
  - 7) Carrier 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.
  - 8) 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.
  - 9) 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.

- 10)
    - 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.
  - 11) 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.
  - 12) 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.
  - 13) 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 shall 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 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 of 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 56 THE DELTA CONNECTION**

A portion of travel for some itineraries marketed by Delta may be provided on the Delta Connection carriers: Atlantic Southeast Airlines, Chautauqua, Comair, Compass Airlines, Freedom Airlines, Mesaba, Pinnacle, Shuttle America, and SkyWest. If any Delta Connection carrier 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.

## **RULE 57 DELTA CODESHARE SERVICES**

### **A. Applicability to Codeshare Services**

One or more flight segments in your itinerary may be operated by airlines other than Delta pursuant to contractual codeshare arrangements with Delta that allow Delta to sell tickets for travel on flights operated by these carriers (“Delta Codeshare Partners”). If you purchase a Delta ticket, however, your contract of carriage is with Delta regardless of the operating carrier. Delta accepts responsibility for the entirety of the codeshare journey pursuant to this contract of carriage.

### **B. Rules Applicable to Codeshare Flights**

Notwithstanding any other provisions of this contract of carriage, the following rules will apply to flights operated by Delta Codeshare Partners:

#### **1. Baggage**

Only standard-sized baggage (not to exceed a maximum outside linear dimension of 62 inches or a maximum weight of 50 lbs) will be accepted. Only the first checked bag will be accepted free of charge. Carry-on baggage is not permitted.

#### **2. Unaccompanied Minors**

No unaccompanied minors will be accepted.

#### **3. Carriage of Animals**

No animals (other than service animals) will be accepted.

#### **4 Check-In Requirements**

Minimum Check-in time of 2 hours will apply, except in the case of Moscow, Russia (3 hours minimum), and Istanbul, Turkey (3 hour, 15 minute minimum).

### **C. Additional Services Provided by Delta Codeshare Partners**

Delta Codeshare Partners may, in their discretion, accept carry-on baggage, accept more, larger or heavier items of checked baggage, accept specialty baggage items, accept unaccompanied minors, accept animals in the cabin or as cargo, and permit later check-in times. The Delta Codeshare Partner may charge a fee for any additional discretionary services it provides. Any additional services provided at the discretion of the Delta Codeshare Partner are not within Delta’s control, are subject to change at any time, and do not form any part of this contract of carriage between you and Delta.

## **RULE 60 RESERVATIONS**

A) **GENERAL**- A ticket will be valid only for flight(s) for which reservation(s) shall have been made, and only between the points named on the ticket or applicable flight coupons. A passenger holding an unused open-date ticket or portion thereof or exchange order for onward travel, or who wishes to change his ticketed reservations to another date, shall not be entitled to any preferential right with respect to the obtaining of reservations.

### **B) CONDITIONS OF RESERVATIONS**

1) A reservation for space on a given flight is valid when the availability and allocation of such space is confirmed by a reservations agent of the carrier and entered in the carrier's electronic reservations system. Subject to payment or satisfactory credit arrangements, a validated ticket will be issued by the carrier indicating such confirmed space, provided passenger applies to carrier for such ticket at least 60 minutes (30 minutes within Area I) prior to scheduled flight departure time of the flight to which such reservation applies. Such reservation of space is subject to cancellation by the carrier without notice if the passenger has not obtained a validated ticket specifying thereon his confirmed reserved space at least 60 minutes (30 minutes within Area I) prior to the scheduled departure time of the flight to which such reservation applies.

**EXCEPTION 1:** If the passenger agrees to obtain a validated ticket issued by the carrier indicating such confirmed space at a time greater than 60 minutes (30 minutes within Area I) prior to scheduled departure time of the flight to which such reservation applies, such earlier time limit will be entered into the carrier's electronic reservations system. The reservation for such passenger is subject to cancellation by the carrier without notice if the passenger has not obtained a validated ticket specifying thereon his confirmed reserved space prior to the agreed time in advance of the scheduled departure of the flight to which such reservation applies.

**EXCEPTION 2:** Where other rules contained herein provide for issuance, validation or purchase of a ticket more than 60 minutes (30 minutes within Area I) prior to the scheduled departure time of the flight to which a reservation applies, the advance ticketing limit specified in such other rules will apply.

2) **Overbooking:** All of the carrier's flights are subject to overbooking which could result in the carrier's inability to provide previously confirmed space for a given flight or for the class of service reserved. In that event, the carrier's obligation to the passenger is governed by Rule 87 (DENIED BOARDING COMPENSATION). The term overbooking as used in this rule means the limited acceptance of more confirmed reservations for a class of service on a given flight than the seating capacity of that class of service on the aircraft.

3) **Seat Allocation:** Carrier does not guarantee allocation of any particular space in the aircraft.

### **C) CANCELLATION OF RESERVATIONS**

1) Carrier will cancel the reservation 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.

2) **Failure to Occupy Space** If the passenger fails to occupy space which has been reserved for him on a flight of any carrier and such carrier fails to receive notice of the cancellation of such reservation prior to the departure of such flight, or if any carrier cancels the reservation of any passenger in accordance with paragraphs of this rule, such carrier will cancel all reservations held by such passenger on the flights of any carrier for continuing or return space, provided such carrier originally reserved the space.

**RULE 60 RESERVATIONS (continued)**

- 3) Carrier is not liable when it cancels the reservation of any passenger in accordance with this rule, but if such reservation was canceled pursuant to paragraph (C)(l) of this rule, such carrier will take such action as is provided in Rule 80.
    - a) if such reservation was canceled pursuant to other paragraphs of this rule, such carrier will refund in accordance with Rule 90-(E) (REFUND).
  - 4) Multiple bookings of a fictitious nature are prohibited by DL. In the event DL 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.
- D) **TIME LIMIT FOR TICKET ISSUANCE/PAYMENT-** Passenger must apply for a validated ticket at least 30 minutes prior to the scheduled departure time of the flight within the Continental U.S. to which reservations apply, or at least 60 minutes prior to the departure time of a flight to/from a point outside the Continental U.S.
- E) **COMMUNICATION CHARGES-** The passenger will be charged for any communication expense paid or incurred by carrier for telephone, telegraph, radio, or cable arising from a special request of the passenger concerning a reservation.
- F) **CHECK IN TIME LIMITS**
- 1) Reservations and seat assignments are subject to cancellation if the passenger is not at the airport and checked in for his or her flight prior to the check-in deadlines set forth below, and at the gate and ready for boarding prior to the boarding deadlines set forth below. The deadlines set forth in the following table refer to the number of minutes prior to the scheduled departure of the flight on which the reservation was made:

FLIGHTS DEPARTING:	Check In	Boarding
Within the USA, Between the USA and Puerto Rico/ US VI	15 min	15 min
From USA to any point outside the USA	60min	45min
To USA from any point outside the USA (except as noted below)	60min	45min
To USA from Accra, Ghana	120min	120min
To USA from Amman, Jordan	75min	45min
To USA from Bucharest, Romania	90min	90min
To USA from Lagos, Nigeria	75min	45min
To USA from St. George, Bermuda	90min	45min
From Dakar, Senegal, to any point	75min	45min

- 2) When a passenger’s journey involves a connecting flight, the above check in time limits will be determined by the passenger’s first flight from their origin or stopover point  
 Example: a passenger traveling MIA-ATL(no stopover)-LGW would use the check-in time limits applicable to the MIA-ATL flight (flights departing with the USA).
- 3) Passengers must arrive at the airport sufficiently in advance of a flight departure time to permit completion of government formality and departure procedures. Departures will not be delayed for passengers who are either improperly documented, or are not ready to travel at the time of scheduled departure. Carrier is not liable to the passenger for lost or expense to due passenger’s failure to comply with this provision.

**Rule 61 CAPACITY LIMITATIONS**

- 1) A reservation for space on a given flight is valid only when the availability and allocation of that space is confirmed at such fares by a reservation agent of the carrier.
- 2) Carrier may limit the number of passengers carried on any one flight at fares governed by this rule and 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 carrier's best judgment as to the anticipated total passenger load on each flight.

## **Rule 65 TICKETS**

### **A) GENERAL**

- 1) A ticket will not be issued and in any case carrier will not be obligated to carry until the passenger has paid the applicable fare or has complied with credit arrangements established by carrier.
- 2) 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.
- 3) 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.

**NOTE:** The requirement that all unused flight and passenger coupons are presented together will not apply to electronic tickets.

**EXCEPTION:** The fare paid shall only be applicable when international travel actually commences in the country of the point of origin shown on the ticket. If international travel actually commences in a different country, the fare must be reassessed from such country. For example, if the ticket was issued at the Hong Kong Dollar fare for travel HKG-TYO-PDX and the passenger actually commences travel in Tokyo instead of Hong Kong, the fare must be reassessed at the TYO-PDX, Japanese Yen fare level.

- 4) A ticket which has not been validated, or which has been altered, mutilated or improperly issued, shall not be valid.
- 5) Tickets are not transferable but carrier is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person.
- 6) The purchaser of a DL ticket and the passenger intending to use such ticket are responsible for ensuring that the ticket accurately states the passenger's name. No change may be made to the name shown on a ticket or in a confirmed reservation with the exception of three characters in the last name and/or changes to the first name. Any other change to the name shown in a confirmed reservation renders the reservation void and subject to cancellation by Delta without notice. Any other change to the name shown on a ticket renders the ticket void. Presentation of a ticket for transportation on DL by someone other than the passenger named thereon also renders the ticket void. Such void tickets are/will be subject to confiscation and will be ineligible for any refund.
- 7) Unless otherwise provided, purchase of a Prepaid Ticket Advice (PTA) will constitute purchase and issuance of ticket.
- 8) Wholly unused tickets may not be changed to originate in another country unless fares for the new country of origin are denominated in the same currency (e.g. passengers may change to originate in another EU country that has fares denominated in EUR).
- 9) 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.

**NOTE:** Delta may mandate the issuance of an electronic ticket (ET) regardless of market, carrier, form of payment, and customer type (including SkyMiles and participating carrier frequent flyer members).

**Rule 65 TICKETS (continued)**A) GENERAL

9) Electronic Tickets (E-Ticket/ET) (continued):

**NOTE:** Delta, or its authorized agent, will assess a USD50.00/CAD50.00 non-refundable service charge when a passenger voluntarily requests the conversion of an electronic ticket (ET) to paper.**Paper Ticket Fee is USD50 (or equiv converted at the BSR) except as noted below:**

<b>Country</b>	<b>Currency Fares Filed In</b>	<b>Local Currency Fee</b>
Australia	AUD	29
Austria	EUR	16
Bahrain	BHD	8
Belgium	EUR	16
Canada	CAD	50
Croatia	EUR	16
Czech Republic	CZK	517
Denmark	DKK	450
Egypt	EGP	130
Finland	EUR	55
France	EUR	16
Germany	EUR	16
Greece**	EUR	16
Hong Kong	HKD	160
India**	INR	920
Ireland	EUR	16
Italy	EUR	16
Japan	JPY	2,300
Jordan	JOD	15
Korea	KRW	23,000
Kuwait	KWD	6
Latvia	LVL	11
Malaysia	MYR	76
Netherlands	EUR	16
New Zealand	NZD	31
Norway	NOK	450
Oman	OMR	8
Portugal	EUR	16
Qatar	QAR	80
Saudi Arabia	SAR	75
Singapore	SGD	34
Slovakia	SKK	656
South Africa	ZAR	140
Spain	EUR	16
Sri Lanka	LKR	2,100
Sweden	SEK	490
Switzerland	CHF	26
Taiwan	TWD	677
Thailand	THB	830
United Arab Emirates	AED	80
United Kingdom	GBP	12

**Rule 65 TICKETS (continued)**

10) In addition to the otherwise applicable fare, for tickets purchased directly from Delta in the locations identified below, Delta will collect at the time of ticketing an additional ticketing fee. 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.

Point of Sale - Country	Channel	Ticketing Fee
United States, Puerto Rico, and the US Virgin Islands	Telephone	USD20.00
	Airport or City Ticket Office	USD35.00
AUSTRIA	Telephone	EUR35.00
	Airport or City Ticket Office	EUR35.00
BELGIUM	Telephone	EUR40.00
	Airport or City Ticket Office	EUR40.00
CHILE	Telephone	USD40.00
	Airport or City Ticket Office	USD40.00
CZECH REPUBLIC	Telephone Business Class	CZK800 CZK1000
	Airport or City Ticket Office Business Class	CZK800 CZK1000
DENMARK	Telephone	DKK300.
	Airport or City Ticket Office	DKK300.
ENGLAND	Telephone	GBP10.00
	Airport or City Ticket Office	GBP10.00
FINLAND	Telephone	EUR55.00
	Airport or City Ticket Office	EUR55.00
FRANCE (SEE NOTE)	For tickets issued in J/D/I/Y/B/M/H Class of Service Telephone	EUR40.00
	Airport or City Ticket Office	EUR70.00
	For all other tickets issued: Telephone	EUR20.00
	Airport or City Ticket Office	EUR30.00
GERMANY	Telephone	EUR45.00
	Airport or City Ticket Office	EUR45.00
GREECE	Telephone	EUR45.00
	Airport or City Ticket Office	EUR45.00
ITALY	Telephone	EUR20.00
	Airport or City Ticket Office	EUR35.00
LUXEMBOURG	Telephone	EUR40.00

	Airport or City Ticket Office	EUR40.00
NETHERLANDS	Telephone	EUR35.00
	Airport or City Ticket Office	EUR45.00
NORWAY	Telephone	NOK300.
	Airport or City Ticket Office	NOK300.
RUSSIA	Telephone	RUB1105
	Airport or City Ticket Office	RUB1105
SCOTLAND	Telephone	GBP10.00
	Airport or City Ticket Office	GBP10.00
SPAIN (SEE NOTE)	For tickets issued in J/D/I/Y Class of Service at all locations except Delta.Com	EUR67.00
	For all other tickets issued:	
	Telephone	EUR47.00
	Airport or City Ticket Office	EUR47.00
SWEDEN	Telephone	SEK300.
	Airport or City Ticket Office	SEK300.
SWITZERLAND	Telephone	CHF80.00
	Airport or City Ticket Office	CHF80.00
TURKEY	Telephone	EUR45.00
	Business Class	EUR90.00
	Airport or City Ticket Office	EUR45.00
	Business Class	EUR90.00

NOTE: For tickets issued with mixed classes of service the lowest ticketing fee will apply.

#### 11) 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.

#### B) VALIDITY FOR CARRIAGE

- 1) General- When validated, the ticket is good for carriage from the airport at the place of departure to the airport at the place of destination via the route shown therein and for the applicable class of service and is valid for the period of time specified or referred to in paragraph (2) below. Each flight coupon will be accepted for carriage on the date and flight for which accommodation has been reserved. When flight coupons are issued on an "open date" basis, accommodations will be reserved upon application, subject to the availability of space. The place and date of issue are set forth on the flight coupons.

- 2) Period of Validity-The period of validity for transportation will be one year from the date on which transportation commences at the point of origin designated on the original ticket, or if no portion of the ticket is used, from the date of issuance of the original ticket.
  - a) Normal fare tickets - The above period of validity applies, however a ticket for a normal fare trip which limits the carriage to specific periods of the day, week, month or year, is good for carriage only during the period to which the fare applies.
  - b) Excursion or Special fare tickets - If the ticket is for an excursion or special fare having a shorter/longer period of validity than indicated above, such shorter/longer period of validity applies only in respect to such excursion or special fare transportation.
- 3) "Open Exchange Order"/Miscellaneous Charges Order-An exchange order or miscellaneous charges order issued without definite date of passage must be presented for a ticket within one year from the date of issue; otherwise it will not be honored for a ticket.
- 4) Computation of Validity -When determining ticket validity, return limits and all other calendar periods specified herein, the first day to be counted shall be the day following that upon which the ticket is issued or the transportation commenced.
- 5) Expiration of Validity-Tickets expire at midnight on the date of expiration of ticket validity.

C) EXTENSION OF TICKET VALIDITY

- 1) If a passenger is prevented from traveling within the period of validity of his ticket because carrier:
  - a) cancels the flight upon which the passenger holds confirmed space;
  - b) omits a scheduled stop, provided this is the passenger's place of departure, place of destination, or place of stopover;
  - c) fails to operate a flight reasonably according to schedule;
  - d) causes the passenger to miss a connection;
  - e) substitutes a different class of service, or
  - f) is unable to provide previously confirmed space; carrier will, without additional collection of fare, extend the validity of such passenger's ticket until the first service of carrier, on the class for which the fare has been paid, on which space is available, but not for more than 30 days.
- 2) Lack of Space-When a passenger in possession of a normal fare ticket, or a special fare ticket that has the same validity as a normal fare ticket, is prevented from traveling within the period of validity of his ticket because carrier is unable to provide space on the flight, the validity of such passenger's ticket will be extended until the first flight, of the same class of service paid for, upon which space is available, but not for more than seven days.

EXCEPTION: Travel on any DL ticket issued in exchange for a denied boarding voucher must be completed by one year from the date of issuance of the origin.

## Rule 65 TICKETS (continued)

D) WAIVERS FOR DEATH When a passenger is unable to travel due to his/her death, DL will waive fare restrictions when refund requests are made. DL will also waive fare restrictions (as specified below) when a passenger is unable to travel due to the death of a member of his/her immediate family (traveling or not) or to the death of his/her traveling companion. A death certificate/obituary notice to support the request must be submitted in all cases.

NOTE: Immediate Family, as used herein, means spouse, domestic partner, children, step-children parents, step parents, brothers, step-brothers, sisters, step-sisters, grandparents, grandchildren, fathers-in-law, mothers-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, aunts, uncles, nieces, nephews.

- 1) Any waiver will also apply to associates with whom the passenger is traveling.
- 2) Once travel has commenced, the minimum stay requirement with regard to any fare will be waived or the maximum stay requirement with regard to any fare will be extended in the event of the death of any member of the passenger's immediate family as defined in Rule 1 (DEFINITIONS) occurring after commencement of travel. In the event the minimum stay requirement is waived, the ticket must be endorsed "earlier" return on account of the death of...(name of passenger's immediate family/relationship).
- 3) The validity of the ticket will be extended up to 30 days beyond the original limit.
- 4) When the passenger has not departed from the point of origin and the fare is:
  - a) A Group Fare, the passenger may travel with a group traveling later at the same type of fare. Advance reservations/ticketing requirements and service charges (if applicable) will be waived. Individual travel will be permitted only if the passengers group fare allows it.
  - b) An Individual Fare, the passenger may travel later. Advance reservations/ticketing requirements and service charges (if applicable) will be waived.  
NOTE: Travel will not be permitted on an earlier flight than originally ticketed; at a time when the fare does not apply; nor will travel be permitted to commence at a fare that has expired. When necessary, the appropriate difference in fare will be refunded or collected.
- 5) The waiver is also subject to the following conditions:
  - a) If a satisfactory death certificate/obituary notice is not submitted, the passenger must pay the applicable fare for transportation used. The passenger may later submit a refund application with the supporting death certificate/obituary notice.
  - b) If the circumstances necessitate that the passenger stop en route, one additional stopover will be permitted free of charge.
  - c) An upgrade in class of service (i.e., from Coach Class to First Class) will be permitted when the difference in fare is collected from the passenger.

## **Rule 65 TICKETS (continued)**

E) WAIVERS FOR ILLNESS When a passenger is unable to travel due to his/her illness or physical incapacity, or the illness or physical incapacity of a member of his/her immediate family (traveling or not), or his/her traveling companion, DL will waive fare requirements as specified below. The illness or physical incapacity must be certified in writing by a physician on his/her letterhead stationery verifying that the passenger could not travel on the date of travel because of illness or physical incapacity. This statement may not be on a doctor's prescription pad.

NOTE: Immediate Family, as used herein, means spouse, domestic partner, children, step-children, parents, step parents, brothers, step-brothers, sisters, step-sisters, grandparents, grandchildren, fathers-in-law, mothers-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, aunts, uncles, nieces, nephews

- 1) Any waiver will also apply to associates with whom the passenger is traveling.
- 2) Normal Fare Tickets: The validity of the ticket will be extended up to 30 days beyond the original limit.
- 3) Special Fare Tickets: Once travel has commenced, the minimum stay requirement as shown on the ticket with regard to any fare will be waived or the maximum stay requirement as shown on the ticket will be extended up to 30 days beyond the original limit, without service charge/penalty if applicable, in the event of illness or hospitalization of a passenger or any member of the passenger's immediate family as defined in (E) above. In the event the minimum stay requirement is waived, the ticket must be endorsed "earlier return on account of illness of...(name of passenger's immediate family/relationship)".
- 4) When the passenger has not departed from point of origin, and the fare is:
  - a) A Group Fare, the passenger may travel with a group traveling later at the same type of fare. Advance reservations/ticketing requirements and service charges (if applicable) will be waived. Individual travel will be permitted only if the passengers group fare allows it.
  - b) An Individual Fare, the passenger may travel later. Advance reservations/ticketing requirements and service charges (if applicable) will be waived.  
NOTE: Travel will not be permitted on an earlier flight than originally ticketed; at a time when the fare does not apply; nor will travel be permitted to commence at a fare that has expired. When necessary, the appropriate difference in fare will be refunded or collected.
- 5) The waiver is also subject to the following conditions:
  - a) If a satisfactory written document is not submitted, the passenger must pay the applicable fare for transportation used. The passenger may later submit a refund application with the supporting written document.
  - b) If the circumstances necessitate that the passenger stop en route, one additional stopover will be permitted free of charge.
  - c) An upgrade in class of service (i.e., from Coach Class to First Class) will be permitted only when the difference in fare is collected from the passenger.

F) WAIVER OF MINIMUM/MAXIMUM STAY PROVISIONS Not Applicable

G) COUPON SEQUENCE AND PRODUCTION OF THE TICKET

Flight coupons must be used in sequence from the place of departure as shown on the passenger coupon. The passenger throughout his journey must retain the passenger coupon and all flight coupons of the ticket not previously surrendered to carrier. He must, when required, produce the ticket and surrender any applicable portion to carrier.

## **Rule 65 TICKETS (continued)**

### **H) ABSENCE, LOSS, OR IRREGULARITIES OF TICKET-**

- 1) Carrier is not obligated to accept a ticket if any part of it is mutilated or if it has been altered by other than carrier or if it is presented without the passenger coupon and all unused flight coupons.
- 2) Carrier will refuse carriage to any person not in possession of a valid ticket. In case of loss or non-presentation of the ticket or the applicable portion thereof, carriage will not be furnished for that part of the trip covered by such ticket or portion thereof until the passenger purchases another ticket at the current applicable fare for the carriage to be performed.
- 3) Notwithstanding the foregoing, carrier will issue at the passenger's request a new ticket to replace the lost paper one upon receipt of proof of loss satisfactory to carrier, and if the circumstances of the case in carrier's opinion warrant such action; provided that the passenger agrees, in such form as may be prescribed by carrier, to indemnify carrier for any loss or damage that carrier may sustain by reason thereof.

- I) NONTRANSFERABILITY- A ticket is not transferable, but carrier shall not be liable to the person entitled to be transported or to the person entitled to receive such refund for honoring or refunding such ticket when presented by someone other than the person entitled to be transported thereunder or to a refund in connection therewith. If a ticket is in fact used by any person other than the person to whom it was issued, carrier will not be liable for the destruction, damage, or delay of such unauthorized person's baggage or other personal property or the death or injury of such unauthorized persons arising from or in connection with such unauthorized use.

### **J) ISSUANCE OF TICKET STOCK**

- 1) 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, reservations, and ticketing procedures and provisions protecting the carrier from loss or misuse of the tickets.
- 2) 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 providing for accounting, reservation and ticket procedures and provisions protecting 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 this rule, "person" means any individual, firm, co-partnership, corporation, company, association, joint-stock association, or body politic and includes any trustee, receiver, assignee, or other similar representative thereof.

- K) TELETICKET- Tickets may be transmitted by mechanical means (such as teletype) provided such transmission is in accordance with the ticketing time limit specified in the rule governing the applicable fare.

- L) TELEMAIL- Arrangements may be made for the carrier to mail tickets to the passenger either at the time reservations are made or subsequent to making the reservations, provided that there is sufficient time for the carrier to issue and validate tickets in accordance with the ticketing time limit specified in the rule governing the applicable fare. The mutually agreed upon ticket issue date established when payment is made by credit card, or the ticket invoice date established when payment is made by check, will constitute ticket purchase and issuance for the purpose of this rule.

### **M) PREPAID TICKET ADVICE**

- 1) Unless otherwise provided, purchase of a Prepaid Ticket Advice (PTA) will constitute purchase and issuance of ticket.

**Rule 65 TICKETS (continued)**

1) Carrier will impose a service charge as indicated below for each Prepaid Ticket Advice (PTA) issued by the carrier. This service charge is not subject to any discount and cannot be refunded.

**EXCEPTION:** When prepaid ticket advice (PTA) service is requested by authorized travelers for contract fares (YCA, -CA, -DG) governed by rules 3475, 6755 and 9058, or a combination of contract and non-contract legs, the airline may charge a fee ONLY IF BOTH of the following conditions apply:

- a) The reservation is booked at least twenty-four hours prior to departure (exclusive of weekends and federal holidays); and
- b) The ticket can be delivered by any other means (including via overnight express delivery) in time for the traveler to receive and utilize the ticket.

<b>FOR SALES MADE IN:</b>	<b>PTA CHARGE</b>	<b>FOR SALES MADE IN:</b>	<b>PTA CHARGE</b>
Area 1 (See NOTE 1) Except Canada	USD 100.00	Korea, Republic of	KRW 40000
Aruba	AWG 45	Kuwait	KWD 10
Argentina	USD 40.00	Lebanon	LBP 20000
Australia	AUD 65.00	Libyan Arab Jamahiriya	LYD 14
Austria	EUR 35.00	Libyan Arab Jamahiriya	LYD 14
		Luxembourg	EUR 40.00
Belgium	EUR 40.00	Macau	MOP 300
Belize	USD 40.00	Malta	MTL 15
Brazil	USD 35.00	Mexico	USD 40.00
Bulgaria	EUR 35.00	Morocco	MAD 100
Canada	CAD 146.00	Namibia	NAD 70
Chile	USD 40.00	Netherlands	EUR 35.00
Colombia	USD 40.00	Netherlands Antilles	ANG 65
Costa Rica	USD 40.00	New Caledonia	XPF 4000
Cyprus	CYP 18	New Zealand and Cooks Islands	NZD 60.00
		Norway	NOK 300
Czech Republic	CZK 1000	Pakistan	PKR 1500 2110
Denmark	DKK 250	Panama	USD 40.00
Egypt	EGP 100	Peru	USD 25.00
El Salvador	USD 40.00	Poland	PLN 100.00
Fiji	FJD 65	Portugal	EUR 35.00
Finland	EUR 35.00	Romania	EUR 35.00
France (See NOTE 5)	EUR 35.00		
French Polynesia	XPF 4000	Russian Federation	EUR 35.00
Germany	EUR 35.00	Saudi Arabia	SAR 132
Gilbraltar	GIP 25	South Africa	ZAR 70
Greece	EUR 18.00	Spain	EUR 35.00
Guatemala	USD 40.00	Sweden	SEK 300
Hong Kong	HKD 500 280	Switzerland	CHF 80
Hungary	HUF 6000 7000	Thailand	THB 1400
India (see NOTE 2)	INR 1700	Turkey	USD 35.00 EUR35
Iran, Islamic Republic of	IRR 80000	United Kingdom	GBP 25.00
Republic of Ireland	EUR 35.00	United States	USD 100.00
Israel	USD 35.00	Venezuela	USD 40.00
Italy	EUR 35.00	Western Africa (See NOTE 3)	XAF 18000
		Western Africa (See NOTE 4)	XOF 18000
Japan	JPY 4500	Yemen, Republic of	YER 6800
Jordan	JOD 25	All other countries or local not listed currency	USD 35.00 equivalent converted at the BSR
Kenya	USD 15.00		

## **Rule 65 TICKETS (continued)**

NOTE 1: For sales in Anguilla, Antigua and Barbuda, Aruba, Barbados, Bahamas, Bermuda, British Virgin Islands, Cayman Island, Dominica, Dominican Republic, Grenada, Haiti, Jamaica, Montserrat, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos Islands

NOTE 2: The charge for issuance of a PTA for travel within the South Asian Subcontinent shall be INR 100.

NOTE 3: Cameroon, Central African Republic, Chad, Congo, Equatorial Guinea, Gabon.

NOTE 4: Benin, Burkina Faso, Cote D'Ivoire, Mauritania, Niger, Senegal, Togo.

NOTE 5: The charge for issuance of a PTA in France for travel originating in France shall be EUR20.00.

N) RETURNED CHECK CHARGE- DL will collect USD 15.00/CAD 19.00 for each returned check. This charge is non-refundable and is not subject to any discount.

### O) Acceptance of Tickets

#### 1) (Applicable to travel originating in the Philippines)

- a) All airlines operating to, from or through the Philippines, including off-line carriers with sales offices and/or general sale agents in the Philippines, are prohibited from importing into the Philippines airline tickets issued outside the Philippines for international air transportation of passengers originating in the Philippines.
- b) Airline tickets issued outside the Philippines for international transportation of passengers originating in the Philippines shall not be valid for such transportation. For the purpose of this rule, a passenger traveling abroad from the Philippines shall be deemed originating in the Philippines if:
  - 1) He is a resident of the Philippines; or
  - 2) His travel abroad from the Philippines is subject to the payment of travel tax imposed under PD1183, as amended; or
  - 3) The first leg of his actual trip starts in the Philippines, as verified by the absence of the corresponding immigration entry on his passport, subsequent to the date of issuance of the airline ticket abroad.

NOTE: For the purpose of this rule, an airline ticket is deemed issued outside the Philippines if it shows on its face that it has been issued outside the Philippines.
- c) All airlines operating to, from and/or through the Philippines shall ascertain whether or not the tickets for international air transportation of passengers originating in the Philippines, presented by such passengers at the airline check-in counters have been issued outside the Philippines. If so, said airlines shall not honor such tickets.

P) BACK TO BACK/THROWAWAY/HIDDEN CITY TICKETING- Delta specifically prohibits the practices commonly known as: "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; "THROWAWAY TICKETING" - the issuance, purchase or usage of round trip excursion fares for one-way travel; "HIDDEN CITY TICKETING" - the issuance, purchase or usage of a fare from a point before the passengers' actual origin or to a point beyond the passenger's actual destination.

## **RULE 80 REVISED ROUTINGS, FAILURE TO CARRY AND MISSED CONNECTIONS**

A) **DEFINITIONS.** For the purpose of this rule, the following terms have the meaning indicated below.

- 1) **Comparable air transportation** means transportation provided by air carriers or foreign air carriers holding certificates of public convenience and necessity or foreign permits issued by the department of transportation.
- 2) **Connecting point** means a point to which a passenger holds or held confirmed space on a flight of one carrier and out of which the passenger holds or held confirmed space on a flight of the same or another carrier. All airports through which a city is served by any carrier shall be deemed to be a single connecting point when the receiving carrier has confirmed reservations to the delivering carrier;
- 3) **Delivering carrier** means a carrier on whose flight a passenger holds or held confirmed space to a connecting point;
- 4) **Misconnection** occurs at a connecting point when a passenger holding confirmed space on an original receiving carrier is unable to use such confirmed space because the delivering carrier was unable to deliver him to the connecting point in time to connect with such receiving carrier's flight. **Note:** the same rules regarding delivering and receiving carriers responsibility apply at the subsequent point(s) of misconnection as would apply at the point of original misconnection.
- 5) **New receiving carrier(s)** means a carrier or combination of connecting carriers, other than the original receiving carrier(s), operating between the point of misconnection and the destination or next point of stopover or connecting point shown on the passenger's ticket, on whose flight a passenger is transported from the connecting point;
- 6) **Original receiving carrier(s)** means a carrier or combination of connecting carriers on whose flight(s) a passenger originally held or holds confirmed space from a connecting point to a would apply at the point of original misconnection.
- 7) **Outbound flight** means the flight on which a passenger originally held confirmed space beyond the point where the schedule irregularity or failure to carry occurs;
- 8) **Schedule irregularity** means any of the following irregularities:
  - a) delay in scheduled departure or arrival of a carrier's flight resulting in a misconnection, or
  - b) flight cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a carrier's flight, or
  - c) substitution of equipment of a different class of service, or
  - d) schedule changes which require rerouting of passenger at departure time of the original flight.  
**exception:** schedule irregularity does not include force majeure events as defined in paragraph (d) of this rule.
- 9) **Change in Schedule** means any of the following changes.
  - a) The cancellation of a scheduled flight where no DL flight of comparable routing is available within 90 minutes of the original time of departure OR
  - b) A change in the scheduled departure time of a DL flight which exceeds 90 minutes..OR
  - c) A change in the routing of a scheduled dl flight which adds one or more stops to the original itinerary..OR
  - d) A change in the routing of a scheduled flight that results in a scheduled arrival time more than 90 minutes later than the original scheduled arrival time.

**RULE 80 REVISED ROUTINGS, FAILURE TO CARRY AND MISSED CONNECTIONS (continued)**

**B) CHANGES REQUESTED BY PASSENGER**

**1) When Change can be Made**

At the passenger's request, carrier will effect a change in the routing, destination, carrier(s), class of service or validity specified in an unused ticket, flight coupon(s), or Miscellaneous Charges Order provided that:

- a) such carrier issued the ticket; or Miscellaneous Charges Order; such carrier is designated in the "via carrier" box, or no carrier is designated in the "via carrier" box, of the unused flight coupon or exchange order for the first onward carriage from the point on the route at which the passenger desires the change to commence; however, where the carrier that issued the ticket is designated as carrier for any subsequent section and has an office or general agent at the point on the route where the change is to commence or where the passenger makes his request for such change, the reissuing carrier shall obtain such issuing carrier's endorsement; or

- b) such carrier has received written or telegraphic authority to do so from the carrier entitled under (a) and (b) above, to effect the change.

EXCEPTION: Carrier will not require endorsement for transportation documents governing segments wholly within the area comprising the 50 United States, the District of Columbia and Canada.

- c) When a ticket is presented for rerouting and the only coupons remaining in the ticket are for domestic transportation, such ticket shall not be rerouted for further transportation.

**2) Method of Effecting Change**

The change requested by the passenger shall be effected by:

- a) endorsement of such unused ticket, flight coupon(s), or exchange order to the new receiving carrier or

- b) reticketing of the passenger

**3) Applicable Fare**

- a) The fare and charges applicable as a result of any such change in routing, destination, or carrier shall be the fare and charges that would have been applicable if transportation had been purchased as of the date of commencement of carriage; provided that,

- i) additional passage at the through-fare shall not be permitted unless request has been made prior to arrival at the destination named on the original ticket or Miscellaneous Charges Order, and

- ii) after the carriage has commenced, a one-way ticket shall not be converted into a round-trip or circle-trip ticket at the round-trip or circle-trip discount for any portion already flown; and

- iii) after carriage has commenced a round-trip ticket can be converted into a circle-trip ticket, or vice versa provided that request is made prior to the passenger's arrival at the destination named on the original ticket or Miscellaneous Charges Order.

- b) The fare and charges applicable when a rerouting or change in ultimate destination is made at passenger's request at an office of carrier prior to arrival at the ultimate destination named on the original ticket, shall be the fare and charges that would have been applicable at the time of commencement of transportation using the IATA rate of exchange applicable at the time of the original transaction. Any difference between the fare and charges so applicable and the fare and charges applicable to the original ticket issued to the passenger will be collected from or refunded to the passenger, as the case may be.

## **RULE 80 REVISED ROUTINGS, FAILURE TO CARRY AND MISSED CONNECTIONS (continued)**

- c) For partly used tickets when, as a result of a rerouting an additional collection is required, the additional amount to be collected will be assessed as follows:
  - i) The difference between the fare for the original journey and the fare for the new journey will be assessed in the currency of the country of commencement of transportation.
  - ii) When collection is in a country other than the country of commencement of transportation, the amount to be collected will be the amount in the currency of the country of commencement of transportation, converted to the currency of the country of collection at the bankers selling rate in effect at the time of rerouting.
- 4) **Expiration Date**- The expiration date of any new ticket issued for a change in routing, destination, carrier(s), class of service, or validity will be limited to the expiration date that would have been applicable if the new ticket had been issued on the date of sale of the original ticket or Miscellaneous Charges Order.

### **C) INVOLUNTARY REVISED ROUTINGS**

#### **1) Schedule Irregularity**

**NOTE:** Schedule Irregularity does not include force majeure events as defined in paragraph (D) of this rule.

When a passenger is delayed at time of departure due to a schedule irregularity occurring within 24 hours of the original scheduled departure time, DL will:

- a) Transport the passenger without stopover on its next flight in the class of service comparable to the fare paid as the passengers original outbound flight or on a flight/s in a lower class of service, acceptable to the passenger, on which space is available at no additional cost to the passenger, or
- b) Endorse to another carrier or to any other transportation service the unused portion of the ticket for purposes of rerouting, or
- c) Reroute the passenger to destination named on the ticket or applicable portion thereof by its own services or by other means of transportation; and, if the fare, excess baggage charges and any applicable service charge for the revised routing is higher than the refund value of the ticket or applicable portions as determined from Rule 90 (REFUNDS), carrier will require no additional payment from the passenger, but will refund the difference if the fare and charges for the revised routing are lower.
  - Exception 1: Passengers holding other than First Class tickets will not be involuntarily rerouted on First Class services of other carriers without additional collection.
  - Exception 2: Passengers will not be involuntarily rerouted on Concorde aircraft without additional collection.
- d) For Codeshare services, when an irregular operation occurs within 24 hours of departure, the Operating Carrier is responsible for arranging protection for all passengers through to their final destination.
  - Note: At their own discretion, the Marketing Carrier may elect to make their own protection arrangements and notify their own passengers.

## **RULE 80 REVISED ROUTINGS, FAILURE TO CARRY AND MISSED CONNECTIONS (continued)**

### **C) INVOLUNTARY REVISED ROUTINGS (continued)**

- 2) **Change in Schedule**- For the purpose of this rule, change in schedule means changes which require rerouting of the passenger prior to departure time of the original flight which occurs more than 24 hours prior to the original scheduled departure time. Change in schedule does not include force majeure events as defined in paragraph (D) of this rule.

When a passenger will be delayed because of a change in its schedule, carrier will arrange to:

- a) Transport the passenger over its' own lines to the destination, next stopover point or transfer point shown on its portion of the ticket at no additional cost to the passenger.
  - b) Endorse the unused ticket for the purpose of rerouting over another carrier.
  - c) DL will reroute the passenger as provided above, but without stopover at any point on the rerouted portion of the trip. If the passenger holds a tourist/coach ticket for travel within the Continental U.S.A., passenger may be rerouted on DL's own next First Class service on which space is available at no additional cost to the passenger, if so doing will provide an earlier arrival than the next tourist/coach flight on which space is available.
  - d)
    - i) Passengers holding other than first class tickets will not be involuntarily rerouted on First Class services of other carriers without additional collection.
    - ii) Passengers will not be involuntarily rerouted on **concorde** aircraft without additional collection.
  - e) Refund in accordance with the provisions of Rule 90(D)(REFUNDS).
- D) **FORCE MAJEURE EVENTS**- DL may, in the event of a Force Majeure Event, without notice, cancel, terminate, divert, postpone, or delay any flight or the right of carriage or reservation of traffic accommodations and determine if any departure or landing should be made, without liability except to refund in the original form of payment in accordance with involuntary refund rules any unused portion of the ticket. As used in this rule "Force Majeure Event" means:
- 1) Any condition beyond DL's control (including, but without limitation, meteorological conditions, acts of God, riots, civil commotion, embargoes, wars, hostilities, disturbances, or unsettled international conditions), actual, threatened or reported or because of any delay, demand, circumstances or requirement due, directly or indirectly to such conditions; or
  - 2) Any strike, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting DL's service; or
  - 3) Any government regulation, demand, or requirement; or
  - 4) Any shortage of labor, fuel, or facilities of DL or others; or
  - 5) Any fact not reasonably foreseen, anticipated, or predicted by DL.
- E) **MISSED CONNECTIONS**- In the event a passenger misses an onward connecting flight on which space has been reserved because the delivering carrier did not operate its flight according to schedule or changed the schedule of such flight, the delivering carrier will arrange for the carriage of the passenger or make involuntary refund in accordance with Rule 90.
- F) **FREE BAGGAGE ALLOWANCE**- An involuntarily rerouted passenger shall be entitled to retain the free baggage allowance applicable for the type of service originally paid for. This provision shall apply even though the passenger may be transferred from a First Class flight to a Business/Economy/Tourist/Economy/ Thrift Class flight and is entitled to a fare refund.
- G) Notwithstanding the provisions of this rule, unless ordered by an appropriate court. Carrier will not accept for any purposes under this rule passenger tickets or related transportation documents issued by any carrier which is in default of its interline obligations or which voluntarily or involuntarily has become the subject of bankruptcy proceedings (the "defaulting carrier").
- EXCEPTION:** Notwithstanding the provisions of this paragraph, tickets issued by the defaulting carrier will be accepted solely for transportation over the lines of carrier provided such tickets were issued by such defaulting carrier in its capacity as agent for carrier and specified

transportation via carrier. When tickets are accepted, no adjustments in fare will be made which would require carrier to refund money to the passenger.

## **RULE 87 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 an EP Elite Status Designation

Passengers holding tickets for confirmed space in the First or Business class cabin and Skymiles members designated with an EP 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

Passengers holding boarding passes who check in and present themselves at the departure gate in compliance with Rule 60(F) will be accommodated before passengers traveling in the same cabin who have not been issued boarding passes or whose reservations or seat assignments are cancelled for failure to comply with applicable check-in requirements.

3. Passengers Without Boarding Passes

Passengers with confirmed reservations who have not been issued a boarding pass and present themselves at the departure gate in compliance with Rule 60(F) will be accommodated in the order that they check-in for their flight.

4. Special Needs Passengers

Because of the special needs of physically disabled passengers, unaccompanied children and aged or infirm passengers, Delta reserves the right to accommodate such passengers without regard to the boarding priorities established by this provision.

5. Passengers Offered Voluntary Denied Boarding Compensation

If a passenger requesting to volunteer is in danger of being involuntarily denied boarding, Delta will inform him/her at the time he/she volunteers of the compensation Delta is obligated to pay if he/she is involuntarily denied boarding.

## **RULE 87 DENIED BOARDING COMPENSATION (continued)**

### **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, to be determined by Delta.

### **E) COMPENSATION FOR PASSENGERS INVOLUNTARILY 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. Delta may offer the passenger the option of accepting other compensation in an amount and form to be determined by Delta in lieu of the payment provided by this section. In such cases, Delta will advise the passenger of the amount of involuntary denied boarding compensation that would be payable under the terms of this rule. The passenger may accept or reject the other compensation option in the passenger's sole discretion. If accepted by the passenger, such alternative compensation shall fully discharge Delta from any liability for the denied boarding. If the passenger rejects the other compensation offer, then Delta will pay involuntary denied boarding compensation subject 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 the accommodations, or seats 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. Where Delta arranges Qualifying Alternative Transportation

If Delta arranges Qualifying Alternative Transportation, then Delta will pay denied boarding compensation in an amount equal to 100% 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 not more than USD 400.00. 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 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 not more than USD 800.00.

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 87 DENIED BOARDING COMPENSATION (continued)**

### H) Codeshare Services

When involuntary denied boarding occurs on a flight operated by a Delta codeshare partner (an Operating Carrier), any passenger holding a ticket on such flight governed by these Rules pursuant to Rule 1(C)(2) is entitled to denied boarding compensation in accordance with this Rule (the Rules of the Marketing Carrier). Such compensation will generally be paid by the Operating Carrier at the time of denied boarding; provided however that the operating carrier may elect to reimburse the passenger in accordance with local laws, regulations or procedures that may differ from these guidelines in some cases. If the compensation actually paid is less than that required by this Rule, the passenger will be entitled upon request to Delta's Customer Care department to payment from Delta in the amount of the difference between the compensation due under this rule and the amount reimbursed by the Operating Carrier at the time of the denial of boarding.

### I) Other Applicable Law

In the event that an involuntary denial of boarding governed by this Rule occurs outside the United States of America, and local law applicable at the location of the denied boarding requires a payment of compensation for denied boarding in excess of that set forth in this Rule, Delta will pay the minimum compensation required and in the manner prescribed by local law.

**RULE 90 REFUNDS**

**A) GENERAL RULES**

Delta will issue refunds on unused tickets or portions of tickets, subject to the provisions of this rule. Refunds will be issued through Delta's general accounting offices of regional sales or accounting offices.

**1) Surrender of All Unused Coupons**

Unless otherwise provided in this rule, any person requesting a refund must surrender all unused flight coupon(s) of the ticket, exchange order or miscellaneous charges order at the time of the refund request.

**2) No Refund on Tickets Used as Evidence of Return Travel**

Delta will not issue a refund on any ticket which has been presented to government officials of a country or to any carrier as evidence of intention to depart from that country unless the passenger establishes to Delta's satisfaction that he has permission to remain in the country or that he will depart via another carrier or conveyance.

**3) Time Limit for Requesting Refunds**

No refunds will be issued on any ticket unless Delta receives a request for the refund and any unused coupons are surrendered to Delta prior to the expiration date of the ticket as defined in Rule 65.

**4) Currency**

All refunds will be subject to government laws, rules, regulations, or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. The currency in which the refund will be issued shall be governed by the following provisions:

- a) Voluntary refunds of tickets, miscellaneous charges orders, or deposit receipts purchased in currency other than U.S. dollars shall be made in the currency of the original purchase and in the country where such purchase was made.
- b) Voluntary refunds of tickets, miscellaneous charges orders, or deposit receipts purchased in U.S. dollars may be made in U.S. dollars or local currency in any country provided such refund is not prohibited by local governmental exchange control regulations at point of refund.
- c) Involuntary refunds of tickets, miscellaneous charges orders, or deposit receipts shall be made in the currency used for such purchase and in the country where such purchase was made, whenever possible. However, U.S. dollars refunds or refunds in the currency of the country where the involuntary refund is necessary may be made on request of passenger provided refund if such currency is not prohibited by local governmental exchange control regulations.
- d) Notwithstanding the foregoing provisions, Delta reserves the right to refuse to make any refund authorized by this tariff in a currency other than that used in the purchase of the ticket to be refunded or at a place other than that at which payment for such ticket was made.

**5) Person To Whom Refund Is Made**

Delta will refund in accordance with this rule to the person named as the passenger on the ticket, except as provided below:

- a) Ticket refund will be made for tickets issued as described in Column A and only to the purchaser described in Column B below:

<b>COLUMN A</b>	<b>COLUMN B</b>
In exchange for a Prepaid Ticket Advice Under a Universal Air Travel Plan	The purchaser of the Prepaid Ticket Advice The subscriber against whose account the

COLUMN A	COLUMN B
Against a Transportation issued by a government agency, other than a U.S Government Agency.	ticket was charged. The government agency Transportation Request.
Against a U.S. Government Transportation Request.	The U.S. Government Agency that issued the U.S. Government Transportation Request with a check payable to the "Treasurer of the United States"
Tickets for transportation issued against a credit card	The account of the person to whom such credit card has been issued

b) If, at the time of purchase, the purchaser designates on the ticket another person to whom refund shall be made, refund will be made to the person so designated. A refund made in accordance with this procedure to a person representing himself as the person so designated in the ticket, exchange order or Miscellaneous Charges Order will be deemed a valid refund and the carrier will not be liable to the true passenger for another refund.

c) If, at the time of application for refund, evidence is submitted that a company purchased the ticket on behalf of its employee or the travel agent has made refund to its client, such refund will be made directly to the employee's company or the travel agent.

**B) INVOLUNTARY REFUNDS**

The amount the carrier will refund upon surrender of the unused portion of the passenger's ticket pursuant to Rule 25 (REFUSAL TO TRANSPORT - LIMITATIONS OF CARRIER) or Rule 80 (REVISED ROUTINGS, FAILURE TO CARRY AND MISSED CONNECTIONS) 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 percent 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 1: Carrier will make no refund:

When the destination and the flight on which designated on the passenger is being Passenger's ticket is:	and the flight on which the passenger is being transported terminates at:
Baltimore, MD	Washington, D.C. (Dulles)
Baltimore, MD	Washington, D.C. (National)
Burbank, CA	Los Angeles, CA
Burbank, CA	Ontario, CA
Burbank, CA	Santa Ana, CA
(N) Chicago, IL (MDW)	(N) Chicago, IL (ORD)
(C) Chicago, IL (ORD)	(N) Chicago, IL (MDW)

When the destination and the flight on which designated on the passenger is being Passenger's ticket is:	and the flight on which the passenger is being transported terminates at:
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Ft. Lauderdale, FL	Miami, FL
(N) Houston, TX (HOU)	(N) Houston, TX (IAH)
(N) Houston, TX (IAH)	(N) 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 (LGA/JFK)	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, D.C. (Dulles)	Baltimore, MD
Washington, D.C. (Dulles)	Washington, D.C. (National)
Washington, D.C. (National)	Baltimore, MD
Washington, D.C. (National)	Washington, D.C. (Dulles)

**EXCEPTION 2:** When a passenger holding a ticket for carriage for a higher class of service between an origin and a destination is required by carrier to use a lower class of service for any portion of such carriage the amount of refund will be as follows:

- a) For One-Way Tickets: The difference between the fare for the higher class of service and the fare for the lower class of service between the points where the lower class of service is used;
  - b) For Round-Trip, Circle-Trip or Open-Jaw Tickets: The difference between 50 percent of the round trip fare for the higher class of service and 50 percent of the round trip fare for the lower class of service between the points where the lower class of service is used.
- 3) Communications Expenses- Any communication expenses paid by the passenger in accordance with Rule 60 will be refunded, or if such expense has not been collected by carrier, its collection will be waived, except as otherwise provided in Rule 25; provided, however, that the passenger will be required to pay for any communications pertaining to his own arrangements necessitated by such involuntary cancellation.

## C) VOLUNTARY REFUNDS

Voluntary Refunds, which include any refund made at the request of the passenger for any reason other than those specified in the preceding section, will be processed subject to the provisions of this section.

### 1) Fully Refundable Tickets

If your ticket was purchased at a fare that is fully refundable in whole or in part, Delta will issue a refund of the refundable portion of your ticket at your request, subject to the provisions of this rule. No request for a refund 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. The amount of your refund will be calculated as follows:

- a) If no portion of the ticket has been used, Delta will refund the total fare and all taxes, fees or charges paid.
- b) If any portion of the ticket has been used, the amount of refund will be an amount equal to the difference between the fare and charges applicable to the ticket issued to the passenger and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket less the applicable communication expenses.
- c) When the refunding of any portion of a ticket would result in the use of such ticket between any points where the carriage of traffic is prohibited, the refund, if any, will be determined as if such ticket had been used to a point beyond which would not result in the violation of carrier's operating rights or privileges. The passenger will be refunded the difference between the fare paid from the point of origin to such farther point and the total fare paid, less any applicable charges.

## **2) Nonrefundable Tickets**

### **a) General Rule**

Delta will not refund any portion of a fare or surcharge that is nonrefundable.

### **b) 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.

### **c) 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.

### **d) 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.

### **e) Refund of Taxes, Fees or Charges**

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 passenger's estate.

### **f) 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 portion or collected at the time the change is processed.

**f) Cancellations Due To Tariff Changes**

A penalty for voluntary cancellation shall not apply and the total amount paid shall be refunded if, between the time of ticket issuance and the date of commencement of travel, an increase in air fare occurs for which the passenger is liable due to provisions governing ticket sales either in or outside the country of origin.

**D) LOST OR STOLEN DOCUMENTS**

Delta will issue refunds on lost, fully refundable paper tickets, miscellaneous charges orders, deposit receipts, and excess baggage tickets, or unused portions thereof, only if a claim for refund is received in the form required by Delta no later than one month after the expiration date of the ticket. Unless otherwise provided for in specific fare types, carrier will impose a service charge in U.S. or Canadian Dollars as indicated in the table below or the equivalent in other than U.S. or Canadian Dollars converted by the Bankers' Buyers Rate, per ticket, for handling such request for refund or replacement of a lost ticket or exchange order.

<b>SERVICE CHARGE</b>	
LOST TICKET	REPLACEMENT TICKET
USD 100.00/CAD 146.00	USD 100.00/CAD 146.00

The amount of the refund shall be calculated as follows:

- 1) If no portion of the ticket has been used, refund will be an amount equal to the fare and charges paid.
- 2) If a portion of the ticket has been used, and
  - a) the passenger has purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, refund will be an amount equal to the fare and charges paid for such new ticket.
  - b) the passenger has not purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, refund will be an amount equal to the difference between the fare and charges paid and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket.

**E) REFUND OF INTERLINE TICKETS**

Notwithstanding the provisions of this rule, carrier 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 95 AMENITIES/SERVICES FOR DELAYED PASSENGERS**

- A) The carrier will offer certain services to passengers whose transportation via DL has been involuntarily interrupted in excess of 4 hours by flight cancellation or delay under the following conditions:
- 1) Meals - Complimentary meal service will be provided at appropriate hours for a period not to exceed 24 hours from the time of flight interruption or until passenger resumes his/her trip, whichever occurs earlier.
  - 2) Communications- In the event of a delay expected to exceed 2 hr., DL will, upon request of the passenger, assume the expense of one 3 minute telephone call or one 15-word straight telegram to the passenger's point of origin or destination between any two points in the Continental United States/Canada/Bahamas/Bermuda/Mexico/Puerto Rico. When travel involves points outside of such area, DL's own teletype network will be utilized to provide delay notification services.
  - 3) Hotel- Passengers will be provided one night's lodging, subject to a maximum allowance as established for each location, when the passenger's transportation is interrupted in excess of 4 hr. during the period of 10:00 p.m. to 6:00 p.m. by flight cancellation or delay, or by misconnection when DL is both the delivering carrier and the original receiving carrier provided:
    - i) Comparable air transportation is not available.
    - ii) The flight is the last flight of the day to the passenger's destination. If not, the passenger must standby for all flights up to and including the last flight of the day to the passenger's destination.

NOTE: If hotel accommodations are unavailable, we will compensate the customer with a transportation voucher commensurate in value with the local average contracted hotel rate. The transportation voucher may be used towards the purchase of travel or most travel related services on Delta Air Line/Delta connection.

**EXCEPTION 1:** The provisions in paragraph A above do not apply to passengers holding confirmed reservations on a flight which is delayed or canceled because of Air Traffic Control or U.S. weather bureau observations or forecasts indicating that environmental conditions will be such that at the time of arrival or departure of the flight either the airport will be closed or that weather conditions will be less than minimum allowed for landing or takeoff as required by the Federal Aviation Administration. If an attempt is made to conduct the flight, all passengers will be informed that an attempt will be made. If the flight operates to the passenger's intended destination/stopover point/connection city or returns to the passenger's point of origin, no amenities will be provided.

**RULE 95 AMENITIES/SERVICES FOR DELAYED PASSENGERS (continued)**

4) Ground Transportation

- a) Free ground transportation from the airport to the downtown area or to and from local hotel, whichever is applicable.
- b) When the destination designated on the passengers ticket is a point in Column 1 under EXCEPTION 1 below and the passenger's flight is diverted to a point shown opposite in Column 2, DL will provide ground transportation to the original destination airport.  
EXCEPTION 1: Provisions of subparagraphs (3) and (4) (a) above will not apply:

<b>When the destination of the passenger's ticket is:</b>	<b>And the flight on which the passenger is being transported is diverted to:</b>
<u>Column 1</u>	<u>Column 2</u>
Baltimore, MD	Washington, D.C. (Dulles)
Baltimore, MD	Washington, D.C. (National)
Burbank, CA	Los Angeles, CA
Burbank, CA	Ontario, CA
Burbank, CA	Santa Ana, CA
(N) Chicago, IL (MDW)	(N) Chicago, IL (ORD)
(C) Chicago, IL (ORD)	(N) Chicago, IL (MDW)
Ft. Lauderdale, FL	Miami, FL
(N) Houston, TX (HOU)	(N) Houston, TX (IAH)
(N) Houston, TX (IAH)	(N) 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 (LGA/JFK)	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, D.C. (Dulles)	Baltimore, MD
Washington, D.C. (Dulles)	Washington, D.C. (National)
Washington, D.C. (National)	Baltimore, MD
Washington, D.C. (National)	Washington, D.C. (Dulles)

EXCEPTION 2: A passenger whose trip is interrupted at a city which is also his permanent domicile is only eligible for services listed under subparagraphs (1), (2) and (4) above.

- B) EXTRAORDINARY CIRCUMSTANCES- DL will provide such amenities as are necessary to maintain the safety and/or welfare of certain passengers such as invalids, unaccompanied children, the elderly or other passengers to whom such amenities will be furnished consistent with special needs and/or circumstances.

**RULE 107 DOGS TRAINED TO LEAD THE BLIND/TO DETECT EXPLOSIVES/TO ASSIST THE DEAF**

- A) Dogs, as described below, will not be carried unless proper permits are obtained for entry into the country or territory of destination and countries or territories of transit where such permits are required and only if the evidence of possession of such permits is presented prior to reservations being made. If any country or territory on the route prohibits the entry of dogs, carriage will be refused. It should be understood also that under certain operating conditions such as long nonstop flights or on certain types of aircraft it is impracticable to carry a dog in the passenger compartments and under such conditions carriage will be refused.
- B) Carrier will not be responsible in the event any such dog is refused entry into passage through any country or territory. The owner assumes all risk of injury to, or sickness or death of, such animal.
- C) Carrier 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 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 occupy a seat.
- D) Carrier accepts for transportation, without charge, a dog, properly harnessed, trained in explosive detection, 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 DL.
- E) Carrier 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.
- F) Carrier will determine where passengers and dogs accepted under this rule will be seated, for the safety and comfort of other passengers.

## **RULE 116 BAGGAGE REGULATIONS**

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. Basic Allowance**

For most itineraries, Delta will accept a maximum of two checked baggage items and one carry on item for each ticketed passenger free of charge. For tickets purchased on/after May 23, 2009, for travel on/after July 1, 2009, between the United States and Europe, a fee will apply for the second checked bag. Customers who purchased a ticket for travel in First or Business Class may check three bags up to 70 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. Pooled Baggage**

When two or more passengers traveling to the same destination on the same reservation record and flight present themselves and their baggage at the same time and place, their maximum allowance will be the sum of their individual maximum allowances. Baggage in excess of the combined maximum allowance will be subject to the excess baggage charge.

#### **6. Children Traveling on Reduced Fare Tickets**

Children traveling free of charge receive no free baggage allowance. Children paying 10 percent of the normal adult fare will be allowed one piece of checked baggage with a maximum weight of 20lbs and an outside linear dimension of 45 inches plus one checked fully collapsible child's stroller or push-chair. Children paying 50 percent or more of the normal adult fare receive the same free baggage allowance as a passenger paying the adult fare.

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

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

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

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

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

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

### **3. Restricted Articles**

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

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

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

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

Acceptance of carry-on baggage is subject to space availability on the aircraft at the time the passenger boards. If adequate space is not available, Delta may require that the baggage be checked.

### **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 and Weight Limits for Carry-On Baggage**

Carry-on baggage may not exceed a maximum outside linear dimension of 45 inches or a maximum weights of 40 lbs.

### **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 100lbs./75 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 six hours, but is less than twelve hours. If the connection time exceeds twelve hours, the passenger must reclaim his baggage at the intermediate point.

#### **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. Earlier baggage check-in deadlines apply at the following airports:

City	Required Check-in Time
Bogotá, Columbia (BOG)	2 hours before departure
Istanbul, Turkey (IST)	3 hours and 15 minutes before departure
Moscow, Russia (SVO)	3 hours before departure
Nassau, Bahamas (NAS)	2 hours before departure
Providenciales, Turks & Caicos (PLS)	2 hours before departure
St. Lucia (UVF)	2 hours before departure
Accra, Ghana (ACC)	2 hours before departure
Amman, Jordan (AMM)	75 minutes before departure
Bucharest, Romania (OTP)	90 minutes before departure
Lagos, Nigeria (LOS)	75 minutes before departure
St. George, Bermuda (BDA)	90 minutes before departure
Dakar, Senegal (DKR)	75 minutes before departure

**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. Additional Restrictions on Checked Baggage For Certain Countries**

**a) Shipment of Boxes to/from Central/South America**

With the exception of original, factory-sealed boxes, up to 70lbs and 62 linear inches, (which may be accepted on a space available basis), boxes will not be accepted as checked baggage on flights to/from any countries in Central or South America except Brazil, Chile, and Mexico.

**b) Baggage Embargos**

**1) Year Round Embargo**

No excess baggage (extra piece) allowed. Checked baggage weighing 51-70lbs will be subject to excess baggage charges. No baggage weighing more than 70 lbs and 62 linear inches will be accepted for travel to/from the following points at any time through out the year.

Lagos, Nigeria (LOS)*
Santo Domingo, Dominican Republic (SDQ)
Santiago, Dominican Republic (STI)
Tegucigalpa, Honduras (TGU)
Georgetown, Guyana (GEO)

\*One excess bag will be allowed per passenger for travel to/from LOS. Excess piece, weight and size charges will apply.

**2) 15 MAR through 31 MAR**

No excess baggage (extra piece) allowed during this period. No bag over 50lbs or 62 linear inches will be accepted for travel to/from the following points during the period from 15 Mar through 31 Mar.

Leon, Mexico (BJX)
Monterrey, Mexico (MTY)
Torreon, Mexico (TRC)
Zacatecas, Mexico (ZCL)

**3) 3 JUN through 31AUG**

No excess baggage (extra piece) allowed during this period. No bag over 50lbs or 62 linear inches will be accepted for travel to/from the following points during the period from 3 Jun through 31 Aug.

San Salvador, El Salvador (SAL)
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Guayaquil, Ecuador (GYE)
Quito, Ecuador (UIO)
Guadalajara, Mexico (GDL)
Zacatecas, Mexico (ZCL)
Leon, Mexico (BJX)

4) 16 NOV through 16 JAN

No excess baggage (extra piece) allowed during this period. Checked baggage weighing 51–70lbs is subject to excess baggage charges. No baggage weighing more than 70 lbs and 62 linear inches will be accepted for travel to/from the following points during the period from 16 Nov through 16 Jan:

Bogota, Colombia (BOG)
Caracas, Venezuela (CCS)
Dakar, Senegal (DKR)
Guatemala City, Guatemala (GUA)
Guayaquil, Ecuador (GYE)
Kingston, Jamaica (KIN)
Managua, Nicaragua (MGA)
Manila, Philippines (MNL)
Panama City, Panama (PTY)
Port of Spain, Trinidad (POS)
Quito, Ecuador (UIO)
San Pedro Sula, Honduras (SAP)
San Salvador, El Salvador (SAL)

No excess baggage (extra piece) allowed during this period. No bag over 50lbs or 62 linear inches will be accepted for travel to/from the following points in Mexico during the period from 16 Nov through 16 Jan:

Guadalajara, Mexico (GDL)
Mexico City, Mexico (MEX)

**c) Regional Jet Service To/From Mexico**

No excess baggage will be accepted on Delta Connection or other regional jet flights to/from points in Mexico.

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

International Baggage Fees	Tickets purchased on/before July 30, 2008	Tickets purchased on/after July 31, 2008, except as otherwise provided in this rule	Tickets purchased on/after May 23, 2009, for travel on/after July 1, 2009 between the United States and Europe.
1st Bag	No Fee	No Fee	No Fee

2nd Bag	No Fee	No Fee	\$50*
Extra Piece	3-5 USD 150/CAD180 6-8 USD 300/CAD360 9-10 USD600/CAD720	3 USD200/CAD200* 4-5 USD350/CAD350* 6-10 USD600/CAD600*	3 USD200/CAD200* 4-5 USD350/CAD350* 6-10 USD600/CAD600*

\*Prior charges apply in Brazil and Japan pending government approval.

**b) Oversize Baggage**

Delta may accept baggage with a maximum outside linear dimensions exceeding 62 inches, but not exceeding 80 inches, as oversize baggage. Each item of such baggage, if accepted, is subject to an oversize baggage fee of USD175/CAD175\*. Except as otherwise set forth in this rule, baggage with a maximum outside linear dimension exceeding 80 inches will not be accepted as checked baggage.

\*For tickets issued on/before July 30, 2008, USD150/CAD178 apply; for tickets issued on/after July 31, 2008, and for travel on/after August 5, 2008, USD175/CAD175 apply.

\*Prior charges apply in Brazil and Japan pending government approval.

**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:

Baggage Weight	Tickets purchased on/before July 30, 2008	Tickets purchased on/after July 31, 2008 for travel on/after August 5, 2008
Exceeding 50 lbs., but not exceeding 70 lbs.	USD80/CAD96*	USD150/CAD150*
Exceeding 70 lbs., but not exceeding 100 lbs.	USD150/CAD180*	USD300/CAD300*

\*Prior charges apply in Brazil and Japan pending government approval.

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**

All excess baggage fees for active duty military personnel traveling on orders to or from duty stations will be waived for up to 10 checked bags on Delta Mainline and 4 checked bags for Delta Connection. Each bag may weigh up to 100 lbs (45kg) and a total size up to 80 linear inches (203cm). Military baggage weighing more than 100 lbs will not be accepted.

**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 up to 115 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. Carriage of any other pets as baggage will be determined on a case by case basis at Delta's sole discretion. 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 107.

**a) Advance Arrangements Required**

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

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

The passenger is solely responsible for compliance with any applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the country, state, or territory to which the animal is being transported.

**c) Financial Responsibility**

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

**d) Embargoed Jurisdictions**

Animals will not be accepted for transportation as baggage on flights to/from the following jurisdictions:

India
South Africa
United Kingdom

**e) Interline Carriage**

Animals will not be accepted for transportation as baggage for interline carriage except when the connection is to or from one or more of the following carriers:

Air France
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AeroMexico
Alitalia
CSA Czech Airlines
Korean Air

## 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

Animals will not be accepted as checked baggage if the temperature is expected to be above 85F at any point in the animal's journey.

#### (3) Minimum temperature

Animals will not be accepted as checked baggage if the temperature is expected to be below 45F at any point in the animal's journey unless an acclimation certificate is presented. Delta will not accept any animals as checked baggage when the temperature is expected to be below 20F, with the exception of flights to/from Anchorage (ANC).

#### (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](http://delta.com).

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

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

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

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

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

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

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

Personal pets that may be accepted as baggage in the passenger compartment include dogs, cats, and household birds. Other pets or animals are not accepted. The pet must be small enough to fit comfortably in a kennel under the seat directly in front of the passenger, and must be at least 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](http://delta.com).

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

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

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

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

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

A passenger may not carry on more than one pet.

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

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

- one pet in the First Class cabin, if applicable
- one pet in the BusinessElite cabin, if applicable
- two pets in the main (Coach) cabin on Delta-operated flights
- one pet on flights operated by Delta Connection carriers

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

Animals may travel with unaccompanied minors. Pet in cabin fees apply in addition to the UMNR service charge.

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

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

The fee for carriage of animals accepted as checked baggage is USD230/CAD230 one way. The animal and its container will not be included in determining the free baggage allowance.

\*For tickets issued on/before July 30, 2008, USD200 applies; for tickets issued on/after July 31, 2008, USD230/CAD230 applies.

\*Prior charges apply in Brazil pending government approval.

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

The fee for carriage of animals accepted in the passenger cabin is USD100/CAD100 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 not be included in determining the free baggage allowance and will be subject to a charge of USD300/CAD300\* each way. Antlers must be as free of residue as possible. The skull must be wrapped and tips protected. Linear dimensions must not exceed 120 inches. 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.

\*For tickets issued on/before July 30, 2008, USD150/CAD180 apply; for tickets issued on/after July 31, 2008, and for travel on/after August 5, 2008, USD300/CAD300 apply.

\*Prior charges apply in Brazil and Japan pending government approval.

##### **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 not be included in determining the free baggage allowance and will be subject to a USD300/CAD300\* fee each way. 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. The maximum outside linear dimensions may exceed 80 inches, but standard excess size charges apply. Limits on the total number of bicycles that may be accepted apply for some Delta Connection flights. For those flights, advance reservations are required.

\*For tickets issued on/before July 30, 2008, prior allowances apply; for tickets issued on/after July 31, 2008, and for travel on/after August 5, 2008, USD300/CAD300 apply.

\*Prior allowances apply in Brazil and Japan pending government approval.

#### **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 even if the maximum outside linear dimensions exceed 80 inches but do not exceed 120 inches; however, standard excess size charges apply.

#### **5. Golfing Equipment**

Items of golfing equipment may be accepted as checked baggage and one such item may be included within the free baggage allowance. One item of golfing equipment is defined as one golf bag. Golf clubs must be packed in a hard side case. Delta will accept golf clubs packed in a soft side golf bag only if the Passenger executes a Limited Liability Release for fragile items as set forth above. The maximum outside linear dimensions may exceed 80 inches, and no excess size charges apply. Standard weight limits and excess weight charges apply.

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

Items of hockey/lacrosse equipment may be accepted as checked baggage and one such item may be included within the free baggage allowance. One item of hockey/lacrosse equipment is defined as one equipment bag plus two hockey or lacrosse sticks (taped together). The combined weight of the equipment bags and hockey sticks may not exceed 50lb or excess weight charges will apply. The maximum linear dimensions up to 80 inches will be accepted with no excess size charges applied; oversize charges will apply to items with linear dimensions over 80 inches.

#### **7. Musical Instruments**

Subject to the rules for carriage of fragile items and the other rules set forth above, Delta may accept musical instruments or equipment whose outside linear dimensions do not exceed 120 inches provided the weight, including case, does not exceed 100 lbs. Standard overweight and oversize baggage charges or cabin seat luggage charges apply.

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

One dive bag containing scuba equipment, other than an empty dive tank, may be accepted as part of your free baggage allowance. An empty dive tank will not be included in determining the free baggage allowance and will be subject to a USD300/CAD300\* fee each way. The maximum outside linear dimensions may exceed 80 inches, but standard excess size charges apply. Scuba equipment used by emergency rescue units will be accepted provided the weight does not exceed 150 lb. and provided 24 hr. advance notice is given.

\*For tickets issued on/before July 30, 2008, USD150/CAD180 apply; for tickets issued on/after July 31, 2008, and for travel on/after August 5, 2008, USD300/CAD300 apply.

\*Prior charges apply in Brazil and Japan pending government approval.

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

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

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

One item of shooting equipment is defined as:

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

**b) Conditions Of Acceptance**

Firearms must be unloaded and packed in a locked, hard side case with a key or combination in possession of the passenger only. Small arms ammunition must be packed in the manufacturer's original package or securely packed in fiber, wood or metal boxes, or other packaging specifically designed to carry small amounts of ammunition. Ammunition with explosive or incendiary projectiles, gun powder, propellant charges for muzzle loading firearms such as Pyrodex, and black powder will not be accepted. Ammunition exceeding 5 kg. (11 lb.) gross weight per passenger will not be accepted and may not be combined into one or more packages. For transportation via Delta flights operated by SkyWest, the maximum amount of ammunition accepted is 10 lbs. Ammunition and gun powder will not be accepted as carry-on baggage.

**c) Compliance with Applicable Law**

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

**d) Charges**

Each item of shooting equipment will be included in determining the free baggage allowance, and when in excess, each item is charged the applicable excess baggage charge.

**10. Ski/Snowboard Equipment**

Items of skiing/snowboard equipment may be accepted as checked baggage and one such item may be included within the free baggage allowance. 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 80 inches, and no excess size charges apply.

**11. 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. Surfboards will not be accepted as part of passenger's free allowance. All surfing equipment will be charged a rate of USD100/CAD100 each way up to 70lbs. Surfboards are one board per bag; additional boards in a bag will be charged, per board, the surfboard rate. Surfboards over 70lbs will be charged the excess weight charge of USD300/CAD300 in addition to the flat rate fee. The maximum outside linear dimensions may not exceed 109 inches. In addition to other applicable charges, Delta charges \$20 each way for carriage of surfboards between points within the state of Hawaii. 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 allowance.

**12. Windsurfing Equipment**

Windsurfing equipment consisting of one windsurfing board 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 not be included in determining the free baggage allowance and will be subject to a charge of USD300/CAD300\* each way up to 70 lbs allowed at this rate. Windsurfing equipment is per item; additional items will be charged the excess bag rate per item. Windsurfing equipment over 70lbs will be charged the excess weight charge of USD300/CAD300\* in addition to the flat rate fee. Windsurfing equipment over 109 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.

\*For tickets issued on/before July 30, 2008, USD150/CAD180 apply; for tickets issued on/after July 31, 2008, and for travel on/after August 5, 2008, USD300/CAD300 apply.

\*Prior charges apply in Brazil and Japan pending government approval.

### 13. Pole Vault/Javelin Equipment

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

#### 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 125 EXCESS VALUE CHARGES FOR BAGGAGE

##### A) EXCESS VALUE CHARGES

- 1) Under the Warsaw Convention a passenger may declare a value for baggage in excess of USD 20.00/CAD 28.00 or its equivalent per kilogram in the case of checked baggage and USD 400.00/CAD 560.00 or its equivalent per passenger in the case of unchecked baggage or other property.
- 2) Under the Montreal Convention a passenger may declare a value in excess of 1,000 SDR per passenger for checked or unchecked baggage.
- 3) A passenger may, when checking in for a flight and presenting property for transportation, pay an additional charge as indicated below and declare a value higher than the maximum amounts specified in paragraph (A)(1) or (A) (2) above, up to the maximum specified in (B) below, in which event DL's liability shall not exceed such higher declared value. When a passenger holds connecting space from DL to another carrier and declares excess valuation, baggage will be checked to the final DL destination only.

CHARGE	TOTAL AMOUNT OF DECLARED VALUE
USD 10.00/CAD 14.00	Declared value up to and including USD 1000.00/CAD 1400
USD 20.00/CAD 28.00	Declared value up to and including USD 2000.00/CAD 2800
USD 30.00/CAD 42.00	Declared value up to and including USD 3000.00/CAD 4200
USD 40.00/CAD 56.00	Declared value up to and including USD 4000.00/CAD 5600
USD 50.00/CAD 70.00	Declared value up to and including USD 5000.00/CAD 7000

B) VALUATION LIMIT OF BAGGAGE- The declared value for personal property, including baggage, shall not exceed USD 5000.00/CAD 7000.00.

C) COLLECTION OF EXCESS VALUE CHARGES- Excess value charges will be payable at the point of origin for the entire journey to final destination; provided, that, if at a stopover en route, a passenger declares a higher excess value than that originally declared, additional value charges for the increased value from the stopover at which the higher excess value was declared to final destination will be payable.

EXCEPTION: Excess value charges will be payable only to the point to which the baggage is checked or to the point of transfer to another carrier if such point precedes the point to which baggage is checked.

D) EXCESS VALUE CHARGES ON REROUTINGS OR CANCELLATIONS- When a passenger is rerouted or his carriage canceled, the provisions which govern with respect to the payment of additional fares or the refunding of fares shall likewise govern the payment of excess value charges. No refund of value charges will be made when a portion of the carriage has been completed.

## **RULE 126 ACCEPTANCE OF IN-BOND BAGGAGE**

### **(A) GENERAL**

Subject to advance arrangements being made with the carrier, in-bond baggage transported at passenger request for their convenience, will be subject to a processing fee of USD 50.00 or its equivalent converted at the applicable Banker's Rate for each piece

### **(B) DEFINITIONS**

For the purpose of this rule, in-bond baggage will be defined as baggage transported into the U.S. from a point outside the country that:

- (1) Is placed in DL's custody by custom for:
  - (a) transport to the passenger's U.S. airport of destination of the nearest custom's facility for customs inspection, or
  - (b) transport to the passenger's U.S. port of departure from a point outside the U.S., or
  - (c) export to a point outside the U.S. from the passenger's port of entry.
- (2) must remain inaccessible to the passenger.
- (3) must be delivered into customs, custody for clearance to the passenger
- (4) normal baggage/liability rules apply.