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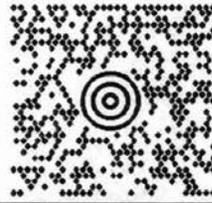
1 OF 1

1010 DELTA BLVD  
ATLANTA GA 30354

SHIP TO:

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201 MISSION STREET  
DOT OIG  
SAN FRANCISCO CA 94105-8106



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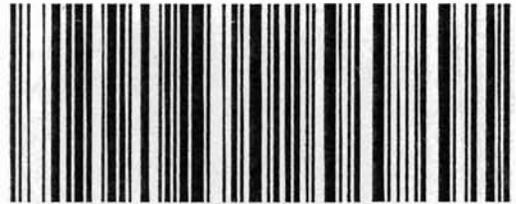


UPS NEXT DAY AIR

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TRACKING #:

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BILLING: P/P

Cost Center (ex. C###0ATL): C0190ATG

Shipping Description (ex., letters, PO#, Proj.#): Letter

CS 9.0.19.0

WXP1E60 64.0A 02/2007



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SAN FRANCISCO CA 94105-1832

P: TAN S: FRONT I:

145-1001

No flight universe

Delta Airlines

Dec 29 - Jan05

Nbr Flts Cxld Nbr Flts Delayed Nbr Flts Diverted

Departing DFW  
Arriving DFW

0	52	1
0	45	0
<hr/>	<hr/>	<hr/>
0	97	1

On Board Delays > 60 mins.

$$\begin{array}{r} 2 \\ 0 \\ \hline 2 \end{array}$$

<b>Flight</b>	<b>Date</b>	<b>Orig</b>	<b>Dest</b>	<b>Psgs</b>	<b>On Board</b>	<b>Delay Mins</b>	<b>Type</b>	<b>Flt</b>	<b>Final outcome</b>
1701	12/29/2006	DFW	SLC	146			161	Dptr-Dom	Departed
1110	12/29/2006	DFW	ATL	95			69	Dptr-Dom	Departed

**Flight Date      Orig   Dest   Psgrs   On Board Delay Mins   Type Flt   Final outcome**

**No On Board Delays Greater than 60 minutes**

**DELTA DOMESTIC GENERAL RULES TARIFF**  
**[Last Modified: February 27, 2007]**

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## **RULE 1: General Provisions**

### **A. Contract of Carriage**

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

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

### **B. Domestic Conditions of Carriage**

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

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

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

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

#### **1. Amendment by Delta**

Delta may amend these Conditions of Carriage at any time. 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**

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

### **E. Interline Carriage**

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

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

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

## G. Erroneous Fares

Delta will exercise reasonable efforts to ensure that all fares it publishes are accurate and available for sale, but Delta reserves the right to correct any erroneously published fare that Delta did not intend to offer for sale. In the event that an erroneous fare is inadvertently published for sale and a ticket is issued at the erroneous fare before it has been corrected, Delta reserves the right to cancel the ticket purchase and refund all amounts paid by the purchaser or, the purchaser's option, to reissue the ticket for the correct fare.

### RULE 3: SCHEDULES AND OPERATIONS

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

### RULE 5: DEFINITIONS

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

- Add-on - An amount published for use only in combination with other fares for the construction of through international fares.
- Air/sea Inclusive Tour - A fully prepaid vacation cruise package offered for sale to the public which includes in the published price and tour literature, the air fare to/from the cruise and a cruise on a steamship line.
- Air Traffic Conference (ATC) - The division of the air transport association responsible for coordinating interline operations and agreement between carriers/tour wholesalers/travel agents.
- Animals, in addition to the usual connotation, include reptiles, birds, poultry and fish.
- Applicable Adult Fare means the fare which would be applicable to an adult for the transportation to be used except those special fares which would be applicable due to the adults' status (such as clergy fares, military fares, senior citizen fares, etc.).
- Applicable Full Fare means the full adult fare for the class of service designated in the carrier's official general schedule for the aircraft, or compartment of the aircraft used by the passenger.
- Area 1 - Both the North and South American continents, and the islands adjacent thereto, Bermuda, Greenland, the West Indies and the Caribbean Sea and the Hawaiian Islands (including Midway and Palmyra).
- Area 2 - All of Europe (including that part of the USSR in Europe) and the islands adjacent thereto, Iceland, the Azores, all of Africa and the islands adjacent thereto, the Ascension Islands and that part of Asia lying west of, and including, Iran.

- o Area 3 - All of Asia and the islands adjacent thereto, (except that portion included in area 2) all of the East Indies, Australia, New Zealand, and the islands adjacent thereto and the islands of the Pacific Ocean except those included in area 1.

Caribbean area means:

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

- J) Carrier means any air carrier shown as a participant in this tariff.
- K) Central America means Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, and Panama.
- L) Circle Trip means any trip, the ultimate destination of which is the point of origin, but which includes a stop at least one other point, or which is not made via the same routing/carrier in both directions.  
Examples of Circle Trips:  
Example 1: Point 1 to Point 2 on airline A  
Point 2 to Point 1 on airline B  
Example 2: Point 1 to Point 2 to Point 3 on airline A  
Example 3: Point 1 to Point 2 on airline A (first class)  
Point 2 to Point 1 on airline A or any other airline (coach)
- M) Coach means the service on flights listed in carrier's official general schedules as coach, day coach, or tourist.
- N) c.o.b. means "carrying on business under firm name and style of."
- O) Consequential Damages means reasonable out of pocket expenses and other provable damages incurred by said passenger as the consequence of the loss, damage or delay in the delivery of such personal property.
- P) Continental United States means the District of Columbia and all states of the United States other than Alaska and Hawaii.
- Q) Co-Terminal - Two or more relatively adjacent airports which for the purpose of these fares will be considered the same point.
- R) Contractor - Any person who has entered into a contract with a carrier for the purchase of seats for resale to the general public.
- S) Days - Full calendar days, including sun./legal holidays, provided that for the purposes of notification, the balance of the days upon which notice is dispatched shall not be counted, and that for purposes of determining duration of validity, the balance of the day upon which the ticket is issued or flight begun shall not be counted.

- T) Dependent - Unless otherwise indicated, dependent means spouse and children of military personnel/U.S. embassy personnel stationed overseas wholly dependent upon such personnel for their livelihood.
- U) Dot Hazardous Materials Regulations means the hazardous materials regulations issued by the Materials Transportation Bureau of the Department of Transportation in Title 49 of the Code of Federal Regulations, Parts 171 through 177 (49 CFR 171-177).
- V) Economy means the service listed in carrier's official general schedule as economy flights.
- W) Europe: Means that area comprised of Albania; Algeria; Andorra; Armenia; Austria; Azores; Azerbaijan; Belarus; Belgium; Bosnia and Herzegovina; Bulgaria; Canary Islands; Croatia; Czech Republic; Denmark; Estonia; Finland; France; Germany; Georgia; Gibraltar; Greece; Hungary; Iceland; Ireland; Italy; Latvia; Liechtenstein; Morocco; Netherlands; Norway; Poland; Portugal; Romania; Russian Federation (west of the Urals); San Marino; Slovenia; Slovakia; Spain; Sweden; Switzerland; Tunisia; Turkey (in Europe and Asia); Ukraine; United Kingdom and Yugoslavia.
- X) Extraterritorial Trip means any trip which includes transportation 1) via one or more carriers within the area consisting of the continental United States and Canada, and 2) via commercial air (not including charter services) or military air services to or from any point outside such area.
- Y) Fare Component - The fare paid for the portion of the itinerary between the origin and destination/stopover point.
- Z) Flight Coupon - A portion of the passenger's ticket that indicated particular places between which the coupon is good for carriage.
- AA) Full Adult Fare means the one-way fares designated by fare class code Y (Coach) whether specifically published or derived by construction.
- BB) Gateway - The passenger's first point of arrival or last departure in areas 1, 2, or 3.
- CC) Government Transport Request (GTR) - Form used for ticket payment and travel authorization for passengers traveling on official business for the federal government by the U.S.
- DD) Group - Minimum number of passengers specified in conjunction with the fare as provided for in the applicable fare rules. Less than the minimum number of passengers may not travel at group fares, even upon payment of the minimum number of fares, unless specifically permitted in a given fare rule.
- EE) Group Organizer - Any person engaged in organizing groups and/or responsible for the travel arrangements of the group under the terms and conditions of the applicable rule in this tariff, except that an air carrier shall not act as a group organizer.
- FF) GTR - (See Government Transport Request)
- GG) IATA - (See International Air Transport Association)
- HH) Immediate Family - Spouse, domestic partner, children, step-children, grandchildren, parents, step-parents, grandparents, brothers, step-brothers, sisters, step-sisters, daughters-in-law, sons-in-law, fathers-in-law, mothers-in-law, aunts, uncles, nieces, nephews, brother-in-law and sisters-in-law.

- II) Inclusive Tour - Officially published tour in which land arrangements are offered at a flat rate. Land arrangements include hotels or other sleeping accommodations, airport transfers, and at least one other tour feature such as car rentals, sightseeing, motor coach trips, or other tourist services. Such official inclusive tours must contain an IT number (the code designated on an inclusive tour folder) that indicates that the tour has been approved by the ATC/IATA.
- JJ) Inclusive Tour Fare - Round/circle/open-jaw trip fares offered in conjunction with the purchase of a minimum land package which must be officially designated as an inclusive tour by the ATC/IATA.
- KK) Interchange Flight means a flight operated over the routes of two or more carriers without change of equipment.
- LL) Interlining - Utilizing the services of more than one carrier in connection with a particular fare.
- MM) International Air Transport Association (IATA) - The world trade association of airlines which operate international services.
- NN) International Transportation means any transportation or other services, furnished by any carrier, which are included within the scope of the term "international transportation" as used in the Convention for the Unification of Certain Rules Relating to International Transportation by Air signed at Warsaw, October 12, 1929, or such convention as amended, whichever may be applicable to the transportation hereunder and to which the said Convention applies. For the purpose of determining the applicability of the term "international transportation":

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

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

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

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

- QQ) Micronesia - The area comprised of the Caroline Islands, Guam, Johnston Island, Mariana Islands, Marshall Islands, Paulau Islands, Ponape, Seipan, Trak and Yap.
- RR) 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.
- SS) 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.
- TT) Military Recruit Passenger - A member of one of the U.S. military agencies traveling from recruiting/induction station to first training installation or from first training installation to first duty assignment.
- UU) 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.
- VV) North America means that area comprised of the Caribbean area/Canada, Mexico, and the United States, excluding the canal zone.
- WW) Off-Peak Coach means the service of flights listed in the carrier's official general schedules as off-peak coach.
- XX) Open-Jaw Trip means any trip which is essentially of a round-trip or circle-trip nature but the outward point of departure and the inward point of arrival or the outward point of arrival and inward point of departure of which are not the same.  
 Example of open-jaw trip:  
 Point 1 to Point 2 to Point 3
- YY) Outward Destination - The stopover point on the passenger's itinerary which is furthest from the passenger's point of origin.
- ZZ) Portion - The space between two consecutive scheduled stops on any given flight. Also referred to as a leg.
- AAA) Pre-Enlistee - Person traveling between his/her home and an armed forces examining and entrance station/recruiting main station at direction station/selective service local board.
- BBB) Pre-Inductee - Person traveling between his/her home and an armed forces examining and entrance station/recruiting main station at the direction of a recruiting station/selective service local board.
- CCC) Prepaid Ticket Advice means the notification between offices of a carrier or between carriers that a person in one location has purchased and requested issuance of prepaid transportation as described in the authority to another person in another location.
- DDD) Propeller Aircraft means the following aircraft (and all series thereof):  
 EM2: Embraer Brasilia  
 AT7: Aerospatiale
- EEE) Reroute means to issue a new ticket covering transportation to the same destination as, but via a different routing than that designated on the ticket, or portion thereof, then held by the passenger, or to honor the ticket, or portion thereof, then held by the passenger for

transportation to the same destination as, but via a different routing than, that designated thereon.

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

Example of round trips:

Example of local round trip:

Point 1 to Point 2 on airline A

Point 2 to Point 1 on airline A

Example of joint round trip:

Point 1 to Point 2 on airline A

Point 2 to Point 3 on airline B

Point 3 to Point 2 on airline B

Point 2 to Point 1 on airline A

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

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

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

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

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

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

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

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

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

a) The first flight on which space is available, or

b) The flight that will provide for the passenger's earliest arrival at an intermediate or junction point(s) or destination point, via the carrier and class of service as shown on the passenger's ticket, provided however, that in no event will a stopover occur when the

passenger departs from the intermediate/junction point on a flight shown in the carrier's official general schedule as departing within four hours after arrival at such point.

- PPP) United States of America/the United States/the U.S. - Each means, unless otherwise specified, the area comprising the 48 contiguous, federated states; the federal District of Columbia; the federated states of Alaska and Hawaii; Puerto Rico; the U.S. Virgin Islands; American Samoa; Canton; Guam; Midway and Wake Islands.
- QQQ) U.S. Armed Forces/U.S. Military Agencies - Department of the Army, Navy, Air Force, Marine Corps, and Coast Guard of the United States of America, the respective academies of the Army, Navy, Air Force, and Coast Guard, and does not include the National Guard Bureau or the Reserve Officer Training Corps, or members of the reserves not holding a valid duty armed forces of the United States green identification card.
- RRR) United States Department of Defense means the U.S. Departments of the Army, Navy, and Air Force and the U.S. Marine Corps.
- SSS) U.S. Military Personnel - Unless otherwise indicated, refers only to active duty military personnel, and means:
- (1) Military personnel of the United States military agencies holding a valid active duty armed forces of the United States green identification card, on active duty status and traveling on authorized furlough, leave, or pass.
  - (2) Military personnel does not include personnel on temporary duty orders traveling to or from their temporary duty station.
- TTT) Voluntary Standby-Paid Upgrade - Passengers must be confirmed in the coach cabin on the same flight and date for which the upgrade request is made. The paid standby upgrade may not be offered on all flights. A non-refundable standby upgrade fee may be assessed and will be collected on each flight segment based on mileage. All specific standby rules are governed by tariff rule 141.
- UUU) Waitlist - List established by an airline of passengers who are either seeking space on a flight that is sold out, or traveling on a standby basis/standby fare that does not permit boarding a particular flight until all passengers with confirmed reservations have been boarded.
- VVV) Western Hemisphere means the United States of America, Canada, Greenland, Mexico, Central and South America, Bermuda, Bahamas and the islands of the Caribbean Sea.

**RULE 20: CAPACITY LIMITATIONS**

The carrier shall limit the number of passengers carried on any one flight at fares governed by rules or fares making reference hereto, and such fares will not necessarily be available on all flights or in all markets. The number of seats which the carrier shall make available on a given flight will be determined by the carrier's best judgment as to the anticipated total passenger load on each flight.

**RULE 25: PERSONAL DATA**

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

**RULE 30: INTER-AIRPORT TRANSPORTATION**

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

**RULE 35: REFUSAL TO TRANSPORT**

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

A) Government Request or Regulations

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

B) Search of Passenger or Property

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

C) Proof of Identity

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

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

D). Travel Across International Boundaries

When a passenger is traveling across any international boundary if:

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

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

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

#### F) Passenger's Conduct or Condition

Delta will not refuse to provide transportation to an individual with a disability, as defined in 14 C.F.R. § 382.5 and 382.31, based upon his or her disability, except as provided in Rule 35(G), below. Delta will not refuse to provide transportation based upon race, color, national origin, religion, sex, or ancestry. Subject to those qualifications, Delta may refuse to transport any passenger, or may remove any passenger from its aircraft, when refusal to transport or removal of the passenger is reasonably necessary in Delta's sole discretion for the passenger's comfort or safety, for the comfort or safety of other passengers or Delta employees, or for the prevention of damage to the property of Delta or its passengers or employees. By way of example, and without limitation, Delta may refuse to transport or may remove passengers from its aircraft in any of the following situations:

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

#### G) Carriage of Passengers With Disabilities

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

##### 1. Safety

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

##### 2. Advance Notice for Passengers Requiring Special Assistance

Delta requires 48 hours advance notice and one-hour advance check-in by any persons who wish to receive special assistance for persons with disabilities, where available, including for example, medical oxygen for use on board the aircraft, packaging of a

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

### **3. Accompanying Attendant Required for Certain Passengers**

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

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

### **4. EXCEPTION: Travel to/from Canada Only**

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

### **H) Recourse of Passenger**

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

## **RULE 40: ELECTRONIC SURVEILLANCE**

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

**RULE 50: ACCEPTANCE OF CHILDREN**

**A) Accompanied Children**

**(1) General Rule**

Except as set forth in this Rule, children under the age of 15 will not be accepted for transportation unless they are accompanied on the same flight in the same compartment by a parent, legal guardian, or other passenger at least 18 years of age.

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

One child less than 2 years old not occupying a seat may travel with an adult fare-paying passenger at least 18 years old or parent/legal guardian at no additional charge. Additional infants and infants occupying a seat must pay the applicable fare. A maximum of 2 infants is permitted for each adult. Delta recommends the child be placed in an approved safety seat.

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

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

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

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

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

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

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

Children ages 5 through 7 may travel unaccompanied on non-stop flights only and may not connect to other airlines. Children ages 8 through 14 may travel unaccompanied on Delta's non-stop or connecting flights and may also connect to other airlines.

**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.

**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 50.00 each way for non-stop travel and USD75.00 each way for connecting or interline travel.

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

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

**RULE 85: SMOKE FREE SERVICE**

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

**RULE 90: PASSENGER MEDICAL OXYGEN 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 USD 100.00. 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 or 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 USD25/CAD30 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 USD25/CAD30 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 95: CLAIMS**

Overcharges

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

**RULE 100: TICKETS**

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

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

- F) The purchaser of a Delta ticket and the passenger intending to use such ticket are responsible for ensuring that the ticket accurately states the passenger's name. Presentation of a ticket for transportation on Delta by someone other than the passenger named thereon renders the ticket void. Such ticket will be subject to confiscation and will be ineligible for any refund.

- G) 1) Compliance with Terms and Conditions of Sale  
Tickets are valid for travel only when used in accordance with all terms and conditions of sale. Terms and conditions of sale include but are not limited to:
- A) The passenger's itinerary, as stated on the ticket or in the passenger's reservation record;
  - B) Any requirement that the passenger stay over a specified date or length of time (for example, Sat. night or weekend) at the destination specified on the ticket;
  - C) Any special purpose or status (for example, age in the case of senior citizen or children's discount, military status in the case of a military fare, official government business in the case of a government fare, or attendance at a qualified event in the case of a meeting or convention fare) that entitles the passenger to a special reduced rate; or
  - D) Any other requirement associated with the passenger's fare level.
- 2) Unless a ticket is reissued by Delta or its authorized agent upon payment of applicable charges, or an authorized representative of Delta waives applicable restrictions in writing, a ticket is invalid;
- A) If used for travel to a destination other than that specified on the ticket.
  - B) If the passenger fails to comply with applicable stayover requirements,
  - C) If the passenger does not meet the purpose or status requirement associated with the fare category on the ticket,
  - D) If Delta determines that the ticket has been purchased or used in a manner designed to circumvent applicable fare rules.
- 3) Delta specifically prohibits the practices commonly known as:
- A) Back to Back Ticketing - The issuance, purchase or usage of flight coupons from two or more tickets issued at round trip fares, or the combination of two or more round trip excursion fares end to end on the same ticket for the purpose of circumventing minimum stay requirements.
  - B) Throwaway Ticketing - The issuance, purchase or usage of round excursion fares for one way travel.
  - C) Hidden City/Point Beyond Ticketing - The issuance, purchase or usage of a fare from a point before the passenger's actual origin or to a point beyond the passenger's actual destination.
- 4) Where a ticket is invalidated as the result of the passenger's non-compliance with any term or condition of sale, Delta has the right in its sole discretion to:
- A) Cancel any remaining portion of the passenger's itinerary,
  - B) Confiscate unused flight coupons,
  - C) Refuse to board the passenger or check the passenger's baggage, or

- D) Assess the passenger for the reasonable remaining value of the ticket, which shall be no less than the difference between the fare actually paid and the lowest fare applicable to the passenger's actual itinerary.
  
- H) An electronic ticket (E-Ticket/ET) is the record of agreement maintained and processed within the carrier's electronic reservation system. A written receipt is provided to the purchaser of the electronic ticket which contains a reference for retrieving the record within the carrier's reservation system and summary of the ticket information.
  
- I) The carrier may mandate the issuance of an electronic ticket (ET) regardless of market, carrier, form of payment, and customer type (including SkyMiles and participating carrier frequent flyer members).
  
- J) Delta, or its authorized agent, will assess a USD20.00 nonrefundable service charge when a passenger voluntarily requests the conversion of an electronic ticket (ET) to paper.
  
- K) In addition to the otherwise applicable fare, for tickets purchased in the United States, Puerto Rico, and the U.S. Virgin Islands, Delta will collect at the time of ticketing an additional USD10.00 for all tickets purchased directly from Delta over the telephone and an additional USD15.00 for all tickets purchased directly from Delta at an airport or city ticket office. This additional charge is not refundable and shall be included in the total fare quoted to the passenger at the time of ticketing. These additional charges do not apply to tickets purchased directly from Delta at delta.com.

**RULE 105: TICKET VALIDITY**

A) Period of Validity

1) Refundable Fares

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

2) Non-Refundable Fares

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

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

B) Extension of Validity

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

C) Special Fare Provision

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

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

**RULE 110: ISSUANCE OF TICKET STOCK**

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

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

**RULE 115: CONFIRMATION OF RESERVATIONS**

**A) Validity of Confirmed Reservations**

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

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

**1) Hartsfield-Jackson International Airport – Atlanta (ATL), Denver International Airport (DEN), Las Vegas International Airport (LAS), and Los Angeles International Airport (LAX)**

For passengers traveling from Hartsfield-Jackson International Airport – Atlanta (ATL), Denver International Airport (DEN), Las Vegas International Airport (LAS), and Los Angeles International Airport (LAX) passengers must purchase their ticket at least 45 minutes prior to the scheduled flight departure time of the flight to which such reservation applies or the baggage may be refused and

the reservation cancelled.

**2) San Juan Luis Munoz Marin International Airport (SJU) or St. Thomas Cyril E. King Airport (STT)**

For passengers traveling from San Juan Luis Munoz Marin International Airport (SJU) or St. Thomas Cyril E. King Airport (STT), passengers must purchase their tickets at least 60 minutes prior to the scheduled departure time of the flight to which such reservation applies or the reservation may be cancelled.

**C) Overbooking of Flights**

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

**D) Missing Reservations**

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

**E) Fictitious Bookings**

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

**RULE 135: CANCELLATION OF RESERVATIONS**

- A) Delta Will Cancel reservations of any passenger whenever such action is necessary to comply with any governmental regulation, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control.
- B) Failure To Occupy Space  
If the passenger fails to occupy space which has been reserved for him/her on a Delta flight and Delta fails to receive notice of the cancellation of such reservation prior to the departure of such flight, or if Delta cancels the reservation of any passenger in accordance with any provision of this rule, Delta will cancel all reservations held by such passenger on Delta flights for continuing or return space, provided Delta originally reserved that space.
- C) Airport Check-In Time Limits
  - 1) Reservations and seat assignments are subject to cancellation for any passenger who fails to check-in and make themselves available for passenger boarding at the departure gate at least fifteen (15) minutes prior to the scheduled departure of the domestic flight on which the reservation was made. Additionally, for travel from San Juan Luis Munoz Marin

International Airport (SJU) or St. Thomas Cyril E. King Airport (STT), reservations are subject to cancellation for any passenger who fails to check-in sixty (60) minutes and make themselves available for passenger boarding at the departure gate at least forty-five (45) minutes prior to the scheduled departure. Failure to do so will subject the entire itinerary to cancellation. International check-in procedures may be located under International Rule 60.

2) Check-In Definition

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

- Reserved Seat (RS) - A reserved seat is an advance seat assignment that can be made up to 331 days from the scheduled departure date of the confirmed flight.
- Checked-In (CI or CV) - A status indicator in the airline computer system which denotes the passenger has checked-in for a flight using one of the airlines approved check-in processes.

When a seat assignment is not available on the passenger's confirmed flight, they must present themselves, no earlier than six (6) hours prior to departure, to a Delta representative for activation on the seat request list.

b) Baggage Check-In

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

c) Stand-By Status

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

3) Passenger Responsibility

Passengers must arrive at the airport sufficiently in advance of a flight departure time (generally, not less than 2 hours) to permit completion of government requirements, security procedures, and departure processing. Departures will not be delayed for passengers who are improperly documented, or have not completed all security processing, or have not met the carrier's check-in requirements. Delta is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision.

D) Delta is not liable when it cancels the reservation of any passenger in accordance with this rule, but

- 1) If such reservation was canceled pursuant to paragraph A) of this rule, Delta will take such action as is provided in Rules 35 and 240 (Flight Delays/Cancellations);
- 2) If such reservation was canceled pursuant to other paragraphs of this rule, Delta will refund in accordance with Rule 270 (Voluntary Refunds).

**RULE 140: WAITLISTS**

CANCELLED

**RULE 141: VOLUNTARY STANDBY TRAVEL**

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

A) Coach Voluntary Standby Travel

- Delta reserves the right to discontinue accepting and placing passengers on the airport standby list based on local and/or system operational requirements.
- Delta reserves the right to limit the number of passengers on the airport standby list or change the rules of the coach voluntary standby program at any time without notice.
- Eligibility for same day standby is subject to, but not limited to, operational considerations, selected flights, specified booking classes, credit card form of payment only and the applicable fare rule governing the passenger's ticket.
- Voluntary standby travel is subject to, but not limited to, the availability of seats at departure time and does not imply a guarantee of transportation on the requested flight(s) including the origin, downline, or connecting flights.
- Delta reserves the right charge a non-refundable same day standby fee when a passenger requests to standby for an alternate flight for which the passenger does not hold a confirmed reservation. The amount of the fee, if any, will be determined based on the published tariff in effect on the same date the passenger's confirmed flight is scheduled for departure. The fee, if any, may be assessed based on each flight segment from the passenger's origin to destination or next point of stop over.
- Delta is not liable to pay compensation, including but not limited to, denied boarding compensation and amenities, for a failure to provide transportation and/or accommodate the customer's voluntary request for standby travel.
- Voluntary standby travel is limited to passengers with a confirmed reservation on the same day as reflected on the passenger's ticket.
- Passengers may be placed on the airport standby list with a boarding priority of the airlines choosing.
- Delta may choose to accommodate passengers from the airport standby list in a specified order including but not limited to: ticket value, Frequent flyer status, check-in time.
- Delta reserves the right to limit the number of passengers on the airport standby list, only accept the passenger's standby request at an airport location and limit the minimum and maximum time frames that airport standby listing is allowed.

B) Paid Standby Upgrade Program

Beginning June 18, 2002, Delta may offer, on selected flights, the ability for a passenger to standby for a paid standby upgrade to a premium class of service. The charge will be assessed based on mileage and will apply per segment from origin to destination. The following rules will apply to the Paid Standby Upgrade Program:

- Paid Standby Upgrade Program is limited to passengers with a confirmed coach cabin reservation in Y, B, M, K, H or Q, class on the same flight and date reflected on the

- passenger's ticket.
- The paid standby upgrade charge will be assessed based on mileage and will be collected per flight segment.
  - The paid standby upgrade fees are only allowed for the 50 United States. The fees are mileage based on each flight segment. 0-800 miles \$50.00, 801-1600 miles \$75.00, 1601-2300 miles \$100, 2301 miles or higher \$150.00. All values shown are in US dollars.
  - A flight segment is one takeoff and one landing from a passenger's boarding point to the first deplaning point. Each flight coupon represents a segment of a trip.
  - Only a Delta approved credit card may be used as form of payment for the Paid Standby Program. The passenger's credit card will not be charged until the passenger is cleared from the standby list and given a boarding document for the specified flight. Other types of payment including but not limited to: cash, vouchers, certificates or promotions are not permitted.
  - The paid standby upgrade program may be offered on selected flights as determined by Delta and Delta reserves the right to change the rules of such program at any time without notice.
  - Delta is not liable to pay compensation, including but not limited to, denied boarding compensation and amenities, for failure to provide an upgrade and/or accommodate the customer's voluntary request for a paid standby upgrade.
  - The Paid Standby Upgrade Program is subject to, but not limited to, the availability of seats at departure time and does not imply a guarantee of an upgrade on the requested flight(s) including the origin, downline, or connecting flights.
  - Passengers may be placed on the airport standby list with a boarding priority of the airlines choosing.
  - Delta may choose to accommodate passengers from the airport standby list in a specified order including but not limited to: ticket value, Frequent flyer status, check-in time.
  - Voluntary standby fees are non-refundable. These fees will be charged if the passenger flies any portion of the flight segment, therefore, passengers that are removed at intermediate points on through flights and/or voluntarily or involuntarily deplaned at a destination other than the fee was intended (diversion) will not be eligible for a partial or whole refund. If the passenger cannot be re-accommodated in the upgraded cabin, they may be seated in the coach cabin for the remainder of the flight segment.
  - Delta reserves the right to not offer and/or discontinue accepting and placing passengers on the airport standby list based on local and/or system operational requirements.

**RULE 150: APPLICATION OF FARES**

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

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

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

**RULE 160: CURRENCY**

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

**RULE 165: FARE CONSTRUCTION**

- A) When the fare between any 2 points is not specifically published via the desired routing, such fare shall be constructed by combining those fares, applicable via the desired routing from the passenger's point of origin to point of destination, which produce the lowest fare for the class of service used; provided, however, that such fare will not exceed the lowest fare determined in accordance with paragraphs 1), 2), 3), 4) and 5) of this rule. Delta's telephone reservation sales representative will offer customers the lowest applicable fare for itineraries between points in the United States on Delta, Delta Connection, Delta Shuttle and Delta Codeshare flights for the flights, dates and class of service requested to which our representatives have access. Fares not accessible via our telephone reservations system may include, but are not limited to, unpublished fares, consolidator fares, negotiated fares, tour or package fares, and discounts available only via Internet web sites.
- 1) Circle-Trip/Round-Trip Maximum  
If the fare constructed for such routing exceeds the fare for a circle trip or round trip constructed from the same point of origin which would include such routing, the circle trip or round trip fare would apply.
  - 2) Interrupted Travel  
If a fare constructed for a trip interrupted by travel other than via the participating carriers exceeds the applicable through fare for uninterrupted travel via the routing, the applicable through fare will apply.
  - 3) Maximum Fare- Travel via the same or different classes of service  
A combination of fares of the same or different classes of service (see NOTES to paragraph 3 below) may not exceed the lowest of the following fares or combination of fares via the same carrier(s) between and via the same point:

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

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

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

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

- 1) First Class - F
- 2) Business Class – J, C
- 3) First Class Restricted - A
- 4) Business Class Restricted – D, I
- 5) Coach – Y
- 6) Coach Restricted - B, M, H, Q, K, L, U, T

**RULE 170: ROUND-TRIP FARES**

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

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

**RULE 175: CIRCLE-TRIP FARES**

- A) Except as provided below, when a ticket therefore is purchased before the transportation commences or is reissued pursuant to Rule 255 (Rerouting), the fare applicable to a circle trip via participating carriers or partly via participating carriers and partly via other scheduled air

carriers and National Air Taxi Conference members shall be for the portion of carriage via one or more participating carriers, the sum of 50% of the applicable round-trip fares for the respective sections, constructed from the point of origin via the route of travel that produces the lowest fare for the circle trip for class of service used.

- B) The provision of this rule will also apply when a portion of a circle trip involves passage other than by air between any of the following groups of cities:

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

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

**RULE 180: STOPOVERS**

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

**RULE 185: ROUTINGS**

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

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

**RULE 190: BAGGAGE**

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

## **A. Free Baggage Allowance**

### **1. Two Checked Bags and One Carry-On Item**

For most flights, Delta accepts a maximum of two checked baggage items and one carry-on item free of charge for each ticketed passenger. 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 Free or Reduced Fare Tickets**

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

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

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

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

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

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

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

### **3. Restricted Articles**

Delta will not accept as baggage any article which is listed in the DOT hazardous materials regulations (49 CFR 171-177); the International Civil Aviation Organization Technical Instruction for the Safe Transport of Dangerous Goods by air and/or the IATA Dangerous Goods Regulations. Notwithstanding the foregoing, on flights other than those operated by Delta Connection carriers, Delta will accept a maximum of 4.4 lbs. of dry ice in checked or carry-on baggage. The passenger must declare such dry ice at the initial point of check-in.

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

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

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

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

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

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

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

Carry-on baggage may not exceed a maximum outside linear dimension of 45 inches or a maximum weight 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 165 lb./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 four hours.

**b) Transfer Between Airports**

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

**3. Delivery of Checked Baggage**

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

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

Except as set forth below, Delta may refuse to accept for checking any baggage that is not tendered to Delta at the airport curbside or ticket counter acceptance positions at least 30 minutes before the scheduled departure of the passenger's flight. Earlier baggage check-in deadlines apply at the following airports:

<b>City</b>	<b>Required Check-in Time</b>
Atlanta, GA (ATL)	45 minutes before departure
Denver, CO (DEN)	45 minutes before departure
Las Vegas, NV (LAS)	45 minutes before departure
Los Angeles, CA (LAX)	45 minutes before departure
Orlando, FL (ORL)	45 minutes before departure
San Juan, PR (SJU)	60 minutes before departure
St. Thomas, VI (STT)	60 minutes before departure
St. Croix, VI (STX)	60 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. 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 of \$50.

**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 \$100. 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.

**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:

<b>Baggage Weight</b>	<b>Overweight Baggage Fee</b>
Exceeding 50 lbs., but not exceeding 70 lbs.	\$25
Exceeding 70 lbs., but not exceeding 100 lbs.	\$100

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

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

Active duty military personnel traveling to or from duty stations may substitute any of the following items of military baggage that weighs 70 lbs. or less for either or both of the two checked bags described above without incurring excess baggage charges. Military baggage weighing more than 70 lbs. will be subject to excess baggage charges. Military baggage includes:

- A duffel bag, defined as a cylindrical canvas bag, folded and fastened at one end
- A sea bag, defined as a cylindrical canvas bag, closed at one end by means of draw ropes
- A B-4 bag, defined as a suitcase-type handbag made of canvas with leather and metal bindings and fittings and with expandable canvas compartments on the 2 sides of the bag.

**e) Exception for Media**

Camera, film, video tape, lighting, and sound equipment will be accepted when tendered by representatives of network or local television broadcasting companies or commercial film-making companies, upon payment of \$50.00 per article with the maximum weight allowed of 100 lbs.

**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,  
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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 domesticated warm-blooded mammals and birds 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](http://delta.com) for rules applicable to cargo shipments. This rule does not apply to the transportation of service animals pursuant to Rule 55.

#### **a) Advance Arrangements Required**

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

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

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

#### **c) Financial Responsibility**

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

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

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

#### **a) Environmental Conditions**

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

##### **(1) 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, birds, ferrets, rabbits, hamsters and guinea pigs. 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 not travel with unaccompanied minors.

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

**a) Animals Accepted As Checked Baggage**

The fee for carriage of animals accepted as checked baggage is \$100 one way. The animal and its container will not be included in determining the free baggage allowance.

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

The fee for carriage of animals accepted in the passenger cabin is \$50 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 \$100 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.

### **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**

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.

## **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 standard excess size charges apply.

## **5. Golfing Equipment**

Items of golfing equipment may be accepted as checked baggage. One item of golfing equipment is defined as one golf bag containing not more than fourteen golf clubs, twelve golf balls, and one pair of golf shoes. Golf clubs must be packed in either a hard shell case or a Delta golf box. 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. 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.

## **7. 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 \$100 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.

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

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

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

One item of shooting equipment is defined as:

- one rifle case containing not more than two rifles, with or without scopes, 5 kgs (11 lb.) of ammunition, one shooting mat, noise suppressors, and small rifle tools or compressed airguns capable of firing hard projectiles;
- two shotguns and two shotgun cases and 5 kg. (11lbs.) of ammunition;
- one pistol case containing not more than five pistols or compressed airguns capable of firing hard projectiles; or
- 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

### **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 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.

### **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 an excess baggage charge of \$100.00 each way.

## **9. Ski/Snowboard Equipment**

Items of skiing/snowboarding 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 maximum outside linear dimensions may exceed 80 inches, and no excess size charges apply. Standard weight limits and excess weight charges apply.

**10. Surfboards**

Surfboards must be checked in a case designed to protect them. If not presented in an appropriate protective case, the item will be accepted only if the passenger executes a Limited Liability Release for fragile items as set forth above. The maximum outside linear dimensions may exceed 80 inches, but standard excess size charges apply. 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, and acceptance is subject to an additional charge of \$100 each way on flights operated by SkyWest.

**11. Windsurfing Equipment**

Windsurfing equipment consisting of one windsurfing board with a wooden boom, and one mast and sail 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 \$100.00 each way. Windsurfing equipment will not be accepted for transportation on MD-80 aircraft or on aircraft operated by Delta Connection carriers.

**I. Baggage Liability**

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

Delta's liability for the loss of, damage to, or delay in the delivery of a fare-paying passenger's personal property delivered into Delta's custody, including checked baggage and carry-on baggage tendered to Delta's in-flight personnel for storage during flight or otherwise delivered into the custody of Delta, shall be limited to proven damage or loss. Actual value for reimbursement of lost or damaged property shall be determined by the documented original purchase price less any applicable depreciation for prior usage. Under no circumstances shall the liability for loss of, damage to, or delay in the delivery of baggage exceed \$3000.00 per fare-paying passenger unless the passenger elects to declare a higher value in advance and pay for excess valuation as provided below. These limitations shall also apply to baggage or personal property accepted by Delta for temporary storage at a city or airport ticket office or elsewhere before or after the passenger's trip.

**2. Option to Declare A Higher Value**

At the time baggage is checked, the passenger may declare a value in excess of the maximum liability limit set forth above, subject to payment of the additional fees set forth below. If a higher value is declared and the applicable excess valuation fee is paid, Delta's liability shall not exceed such higher declared value. Declared value for personal property, including baggage, shall not exceed \$5,000.00. When a passenger holds connecting space from Delta to another carrier and declares excess valuation, baggage will be checked to the final Delta destination only.

Total Amount Of Declared Value	Excess Valuation Fee
\$3000.01 to 4000.00	\$40
\$4000.01 to 5000.00	\$50

### **3. Damage From Protruding Parts**

Delta shall not be liable for loss or damage to articles due to protruding parts, including but not limited to feet, wheels, pull straps and pull handles.

### **4. No Waiver**

Failure by Delta to enforce the maximum limitations of liability at \$3000.00 shall not be construed as a waiver of the right to limit liability at some higher amount.

### **5. Special Items**

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

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

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

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

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

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

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

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

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

No action shall be maintained for any loss of, or damage to, or any delay in the delivery of baggage arising out of or in connection with transportation of, or failure to transport any passenger or baggage unless notice of a claim is presented to an office of Delta within 24 hours after the alleged occurrence of the events giving rise to the claim, and unless the action is commenced within one year after such alleged occurrence. Any notification received within 24 hours which informs the carrier of the nature of the claim is sufficient to meet the requirements for timely notice. Delta reserves the right to deny any claim not presented within 24 hours of the alleged occurrence. Written notification of loss must be received by Delta's system baggage within 21 days after the alleged occurrence. Delta reserves the right to deny any claim in the event of failure to give such notice within 21 days.

## **8. Carriage By Multiple Carriers**

When the transportation is over the lines of Delta and one or more carriers with a limitation of liability exceeding \$3000.00 for each fare-paying passenger and responsibility for loss, damage, or delay in delivery of baggage cannot be determined, the liability limit of \$3000.00 for each fare-paying passenger will be applied to all carriers. Whenever responsibility for loss, damage, or delay in delivery of baggage cannot be determined and when transportation is via Delta and one or more carriers which exclude certain items in checked baggage from their liability, Delta will not be liable for the excluded items.

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

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

**RULE 200: DELTA AIR LINES CUSTOMER COMMITMENT**

Before You Fly

1. Delta will offer on our telephone reservation system the lowest published fare for which the customer is eligible for the date, flight and class of service requested.
  - Our telephone representatives will identify money-saving alternative itineraries if your travel schedule is flexible.
  - A recording on our telephone reservation line will alert you that lower fares may be available on our Web site, <http://www.delta.com>.
  
2. Delta will give you time to compare our fares with those of other airlines by giving you the opportunity to cancel your ticket purchase for a full refund until midnight of the day after the ticket is purchased or midnight of the departure date of the first flight, whichever comes first.
  - For example, a ticket purchase made by telephone or on delta.com anytime on Monday can be cancelled and refunded until midnight on Tuesday.
  
  - This gives you time to compare fares beyond the 24-hour holding period adopted by Air Transport Association (ATA) member airlines.
  
  - Once the cancellation period for the ticket has expired, your travel plans will be considered firm.
  
  - If you desire to make a reservation over the telephone and then pay with any paper currency, such as cash, check or a denied boarding voucher, we will hold telephone reservations without payment until midnight one day after the reservation is made and guarantee the fare if you ticket with Delta. Once purchased, these tickets will not be eligible for cancellation under the policy described above.
  
3. Delta will issue refunds for eligible domestic tickets within seven business days for credit card purchases and 20 business days for purchases made by cash or check.
  - Request for refunds may be submitted to any Delta ticketing location or your travel agent.
  
  - Request refunds on electronic tickets by calling Delta Air Lines Reservations at 1-800-221-1212.
  
  - You can call 1-800-847-0578 or 404-715-5417 if you need assistance with a refund. Refund procedures also are available on our Web site, <http://www.delta.com>.

4. Delta will inform customers, upon their request by telephone, if the flight on which they are ticketed is overbooked. We also will provide information at airports about our policies and procedures for handling situations when all ticketed customers cannot be accommodated on a flight.

Our policies and procedures include:

- We notify customers of required check-in times through our reservations phone line, and we will list this information on ticket jackets and flight timetables.
  - Our reservations and customer service agents will let you know if your flight is overbooked, upon request.
  - We will offer Delta Dollars if you voluntarily give up your seat. Delta Dollars are transportation credits that can be used toward the purchase of another Delta airline ticket to the destination of your choice or for other travel-related services.
  - We will provide a notice to any customer who is involuntarily denied boarding. The notice explains Delta's obligations to you and the compensation you will receive. This information also will be available on our Web site.
  - We will rebook you on the first available Delta flight to your ticketed destination if you are involuntarily denied boarding. If a Delta flight is not available, we will strive to provide comparable accommodations on another airline with which we have a ticketing agreement.
  - We will provide meal allowances and hotel accommodations at Delta-contracted facilities for customers away from their home or at their destination who are involuntarily bumped from a flight and whom we are unable to accommodate on an alternative flight on the same travel day. If hotel accommodations are unavailable, we will compensate the customer with a voucher commensurate in value with the contracted hotel rate.
5. Delta will provide customers timely and complete information about policies and procedures that affect your travel, including:
    - Changing aircraft on a flight that has a single flight number.

We will inform you of this change on the telephone before we book your reservation, when purchasing through our Web site, <http://www.delta.com>, and in writing with any paper ticket or electronic ticket receipt.
    - Reservation cancellation for failing to fly each segment of your flight.

We will provide information on our cancellation policies at the airports, on ticket jackets and on our Web site, <http://www.delta.com>.
    - Frequent flyer details.

We will make all important rules, restrictions and redemption information available on our Web site, <http://www.delta.com>, in our Securities and Exchange Commission 10K

report, in our SkyMiles™ membership guide and program rules booklet, and in information kits provided to new SkyMiles members.

- Aircraft configuration, including seat size and pitch.

We will provide aircraft configuration and seat width and pitch ranges on our Web site and through our reservation and airport agents.

6. Delta will ensure that our domestic codeshare partners commit to providing comparable consumer plans and policies. Our partners are regional airlines that connect small- and medium-sized markets with Delta's network.

- Delta, through our subsidiary, Delta Connection Inc., will conduct performance audits to confirm partners' compliance with the Delta Customer Service Commitment.
- We will disclose on our Web site operational and service differences due to aircraft size and type or operational constraints.

#### At The Airport

7. Delta will provide customers with information about our policies and procedures for accommodating disabled and special-needs customers, and unaccompanied minors.

- Disabled and Special-Needs Customers

A brochure outlining our policies and procedures is available in airports and ticket offices. We also publish informational brochures in Braille. Detailed information is also available on our Web site, <http://www.delta.com>.

➤ Delta currently offers:

- Wheelchair transportation to and from gates. Electric cart transportation also is available in several locations.
- Boarding assistance.
- Assistance with vision, hearing or mobility difficulties while in the airport and on the plane.
- Accommodation for certain medical requirements, such as onboard oxygen service or dietary needs, with proper notice\* (see our Web site for a complete listing or call 1-800-221-1212).

**\*NOTE:** Supplemental oxygen is not available on Delta Connection flights.

➤ In ensuring the high quality of these services, Delta has:

- Appointed a full-time disabilities manager to focus on services for the disabled.
- Designated in each airport an employee responsible for ensuring disabilities policies and procedures are properly implemented.

- Enhanced our disabilities training program for employees and expanded it to contract personnel.
- Updated our reference materials so that all customer contact employees and contract personnel are familiar with our policies and procedures.
- Unaccompanied minors
  - We will provide detailed information to parents when they have children between the ages of 5 and 11 traveling alone (for tickets issued on/after January 3, 2003 for travel on/after February 1, 2003 ages of 5-14). This includes the child's itinerary and our policies and procedures. Detailed information is available through our reservation department and at airports, and will be on our Web site.
  - Our policies ensure the safety and well being of children traveling alone.
 

Examples include:

    - We will take good care of your child during his or her flight and will not release a minor traveling alone to anyone but the person you have designated.
    - We provide unaccompanied passenger service for children ages 5 to 11 (for tickets issued on/after January 3, 2003 for travel on/after February 1, 2003 ages of 5-14). Upon request, service also may be provided to children ages 12 through 17 traveling alone (for tickets issued on/after January 3, 2003 for travel on/after February 1, 2003 ages of 5-17). Fees apply for unaccompanied minor service.

8. Delta will provide full and timely information on the status of delayed and canceled flights.

- Our gate agents and flight crews will provide consistent, timely updates on the status of your flight and the causes of the delay.
- Customers can access flight status information on our Web site or by calling 1-800-325-1999.
- When customers who are away from their origin city or destination are inconvenienced overnight due to a delay or cancellation within Delta's control, we will provide meal allowances and hotel accommodations at Delta contracted facilities, based on availability. If accommodations are unavailable, we will compensate the customer with a voucher commensurate in value with the contracted hotel rate.
- We will call customers to notify them of cancellations when the event is known at least two hours before departure, averting a frustrating trip to the airport.
- We are installing new flight monitoring technology that will improve our capability to track delays and help us relay more complete information.

9. Delta will provide full and timely information regarding the status of a flight if there is an

extreme delay after customers have boarded or after the plane has landed, and we will provide for customers' essential needs such as food, water, heat, air conditioning and restroom facilities while onboard.

- If an extended departure delay is expected prior to or occurs after pushback from the gate, Delta will:
  - Make timely announcements regarding the flight status on a consistent basis.
  - In accordance with safety and federal guidelines, allow customers to use cell phones and laptop computers and move freely about the cabin.
  - Make every reasonable effort to ensure the aircraft is properly serviced and appropriately provisioned based on factors such as aircraft type, trip length, and destination. Monitor any customer situations surrounding passenger or employee safety or security which would require the flight crew to return the aircraft to the gate.
  
- If the aircraft has landed and no gate is available, Delta will:
  - Make timely announcements regarding the flight status on a consistent basis.
  - In accordance with safety and federal guidelines, allow customers to use cell phones and laptop computers and move freely about the cabin.
  - After 60 minutes, notify Delta operational officials to accelerate a resolution.
  - Apprise appropriate Delta senior management of the situation should it extend beyond two hours.
  
- Delta also is working with airports to develop clear and consistent procedures to ensure safety and limit inconvenience during an emergency. This includes gate and ramp sharing with other airlines and making essential services available inside the airport.

#### After Landing

10. Delta will strive to return customers' misplaced baggage within 24 hours, and we will attempt to contact owners of unclaimed baggage when a name and address or telephone number is available.
  - Customers should notify a Delta employee at the airport if they cannot locate their baggage. To check on the progress of your bag search, call 1-800-325-8224, fax to 404-773-0691, or log on to our Web site.
  - Scanning technology identifies the location of unclaimed baggage, which assists us in quickly reuniting customers with their property.
  - We will initiate daily telephone calls when proper contact information is provided on baggage in our continued effort to reunite customers with their bags.

- Bags unclaimed after five days are sent to our Customer Care Department, which will continue efforts to locate bag owners.
11. Delta supported a proposal of the U.S. Department of Transportation to increase the per passenger domestic baggage liability limitation. The limitation was increased from \$1,250 to \$2,500.
- At the urging of Delta and other member carriers, the ATA filed comments with the Department of Transportation August, 27, 1999, supporting the increase for the per passenger baggage liability limitation. Periodic adjustments for inflation will be included.
12. Delta will respond to written customer complaints within 30 days.
- This exceeds the 60-day response standard adopted by ATA member airlines.
  - We have a dedicated, trained Customer Care staff to answer your inquiries. Express your travel comments by:
    - Calling 1-800-221-1212 or your usual SkyMiles Member Services number.
    - Mail via Delta's postage-paid Customer Comment card, which can be found in display racks on our aircraft or at the Kiosk and gate areas in the airport.
    - E-mail using our electronic Customer Comment card on our Web site.
    - Mail to Delta Air Lines, P.O. Box 20980, Atlanta, GA 30320-2980.

**NOTE:** For more information, visit <http://www.delta.com>.

\* Delta's Customer Commitment applies to domestic travel.

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

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

Delta will exercise reasonable efforts to carry you and your baggage according to Delta's published schedules and the schedule reflected on your ticket, but published schedules, flight times, aircraft type, seat assignments, and similar details reflected in your ticket or Delta's published schedules are not guaranteed and form no part of this contract. Delta may substitute alternate carriers or aircraft, delay or cancel flights, change seat assignments, and alter or omit stopping places shown on the ticket at any time. Schedules are subject to change without notice. Except as stated in this rule and in Delta's Customer Commitment (Rule 200), Delta will have no liability for making connections, failing to operate any flight according to schedule, changing the schedule for any flight, changing seat assignments or aircraft types, or revising the routings by which we carry you from your origin to destination.

### **B. Schedule Changes, Delays & Flight Cancellations Not within Delta's Control**

In the event of a force majeure, Delta may cancel, divert, or delay any flight without any

liability except to refund your ticket in the original form of payment in accordance with Rule 260 of these conditions of carriage. As used in this rule, "force majeure" means actual, threatened or reported:

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

### **C. Schedule Changes, Delays, & Flight Cancellations within Delta's Control**

When, as a result of factors within Delta's control, you miss a connection due to flight delays, your flight is cancelled, or a substitution of equipment results in a change in the class of service that you purchased or prevents us from transporting you, Delta will provide you with the following:

#### **1. Transportation to Your Destination**

Delta will transport you to your destination on our next flight on which seats are available in the class of service you originally purchased. At our sole discretion, we may arrange for your travel on another carrier or via ground transportation. If acceptable to you, we will transport you in a lower class of service, in which case you may be entitled to a partial refund as set forth below. If space on the next available flight is available only in a higher class of service than you purchased, we will transport you on the flight, although we reserve the right to upgrade other passengers on the flight according to our upgrade priority policy to make space for you in the class of service you originally purchased.

#### **2. Full or Partial Refund**

If some or all of your ticket is unused, you may be entitled to a refund. Any refunds will be made as provided in Rule 260.

#### **3. Amenities for Delayed Passengers**

If your travel is interrupted for greater than 4 hours after your scheduled departure time as a result of flight cancellation or delay on the date of your travel we will provide you with the following additional amenities to accommodate you during the delay:

##### **(a) Meals**

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

##### **(b) Hotels**

If overnight accommodations are available, we will provide you with a voucher for one

night's lodging when the delay is during the period of 10:00 pm to 6:00 am. Delta will provide free public ground transportation to the hotel if the hotel does not offer such service.

**(c) Ground Transportation**

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

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

**(d) Extraordinary Circumstances**

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

**RULE 245: DENIED BOARDING COMPENSATION**

A) Overbooking of Flights

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

B) Request For Volunteers

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

C) Involuntary Denied Boarding

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

1) Passengers Holding Tickets for Travel in Premium Cabin

Passengers holding tickets for confirmed space in the First or Business class cabin will be accommodated before 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 135(c) will be accommodated before passengers traveling in the same cabin who have not been issued boarding passes or who fail to comply with applicable check-in requirements. Subject to the availability of seats on the aircraft, boarding passes may be obtained by passengers who hold tickets for confirmed reserved space in the following manner:

- a) at any Delta ticketing office or Delta automated travel agency up to 31 days prior to scheduled departure;
- b) for passengers traveling on electronic tickets, through the Online Check-in feature on delta.com up to 24 hours prior to scheduled departure
- c) for passengers traveling on electronic tickets, through a Delta airport kiosk up to four hours prior to scheduled departure
- d) from a Delta airport ticket counter and/or the check-in desk located in the departure area.

3) Passengers Without Boarding Passes

Passengers with confirmed reservations who have not been issued a boarding pass will be accommodated in the order that they present themselves at the designated check-in desk located in the departure area.

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 is asked to volunteer, Delta will not later deny boarding to that passenger involuntarily unless that passenger was informed at the time he/she was asked to volunteer that there was a possibility of being denied boarding involuntarily, and of the amount of compensation to which he/she would have been entitled in that event.

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 Involuntary Denied Boarding

When a passenger with a confirmed reservation is involuntarily denied boarding on an oversold flight pursuant to this rule, Delta's sole liability to the passenger shall be to provide alternative transportation as provided in subpart D, above, and to pay denied boarding compensation, if applicable, pursuant to the terms and conditions of this subpart. Delta may offer alternative compensation in an amount and form to be determined by Delta at its sole discretion in lieu of the payment provided by this section. If accepted by the passenger, such alternative compensation shall fully discharge Delta from any liability for the denied boarding.

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.

c) Carriage in Alternative Cabin

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

d) Alternative Transportation

Delta arranges comparable air transportation, or other transportation used by the passenger, at no extra cost to the passenger, that at the time such arrangements are made is scheduled to arrive at the passenger's next stopover, or, if none, final destination within one hour after the scheduled 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) Large Aircraft

If the involuntary denied boarding occurs on aircraft with more than 60 seats:

a) When 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 sum of the values of the passenger's remaining flight coupons of the ticket to the passenger's next stopover, or if none, to his/her destination, but no more than USD 200.00. 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 scheduled arrival time of the passenger's original flight or flights.

b) 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 sum of the values of the passenger's remaining flight coupons of the ticket to the passenger's next stopover, or if none, to his/her destination, but no more than USD 400.00.

2) Small Aircraft

If the involuntary denied boarding occurs on aircraft with 60 or fewer seats, the amount of denied boarding compensation will be 50% of the amounts described in the preceding sections.

G) Time of Payment for Involuntary Denied Boarding Compensation

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

**RULE 255: REROUTING**

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

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

B) Fare Applicable To Rerouting Or Change In Destination

- 1) The passenger may change the routing and/or the ultimate destination designated on the ticket in accordance with paragraph 2) below, provided that, after transportation has commenced, a one-way ticket will not be converted into a round-trip, circle-trip or open-jaw trip ticket.

- 2) Except as otherwise provided in Rule 240 (flight delays/cancellations), the fares and charges applicable, when a rerouting or change in ultimate destination is made at passenger's request at an office of the carrier prior to arrival at the ultimate destination named on the original ticket, shall be the applicable fare and charges for the entire revised itinerary in effect on the date that the rerouting or change in ultimate destination is entered on the passenger's new ticket.

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

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

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

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

D) Ticket exchanges (within one year of original issue) pursuant to changes in rules, fares and charges will be issued according to the following rules for validity dates:

- 1) Tickets which are reissued as an exchange, (wholly unused or partially used) when the residual method has been used to determine the reissue value, will have a new validity date created based on one year from date of exchange.
- 2) Tickets which are reissued where any or all of the original fares are brought forward on the new ticket will keep the original validity date.

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

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

**RULE 260: INVOLUNTARY REFUNDS**

A) The amount carrier will refund upon surrender of the unused portion of the passenger's tickets pursuant to rules 35 (refusal to transport), 50 (acceptance of children), or 240 (flight delays/cancellations) will be:

- 1) If no portion of the ticket has been used the refund will be an amount equal to the fare paid.

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

## **RULE 270: VOLUNTARY REFUNDS**

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

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

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

### **B. Nonrefundable Tickets**

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

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

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

Delta may permit a portion of the fare paid for an unused nonrefundable ticket to be applied toward the purchase of future travel on Delta, as set forth in the applicable fare rule.

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

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

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

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

**5. Administrative Service Fee**

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

**C. Time Limit for Request Refunds**

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

**D. Form of Refund**

Delta will issue refunds on eligible tickets as follows:

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

**E. Lost or Stolen Tickets**

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

1. If no portion of the ticket has been used, Delta will refund the fare and charges paid, less any applicable service charges.
2. If you used a portion of the lost ticket, Delta will provide a refund as follows:
  - a. If you purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, Delta will refund the fare and charges paid for the new ticket.
  - b. If you did not purchase a new ticket, Delta will refund the difference, if any, between the fares and charges paid, and the full fare for the transportation used.

**F. Refund of Interline Tickets**

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

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

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

**RULE 390: PREPAID TICKET ADVICE CHARGES**

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

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

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

**RULE 392: RETURNED CHECK SERVICE CHARGE**

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

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

A portion of travel for some itineraries marketed by Delta may be provided on the Delta Connection carriers: Atlantic Southeast Airlines, Chautauqua, Comair, Freedom Airlines, Shuttle America, and

SkyWest; codeshare partners Alaska Airlines, American Eagle, Continental Airlines, ExpressJet, Horizon Air, Mesaba, Northwest Airlines, and Pinnacle Airlines. If any carrier other than Delta is operating a flight, we will identify that carrier in our schedules and in written or oral communications with you during the booking process. Except where specifically noted, all terms of transportation applicable to Delta specified in these conditions of carriage apply to flights operated by the Delta Connection carriers, and to codeshare flights when marketed by Delta.



(b)(6)

March 6, 2007

(b)(6)

DOT AIG

(b)(6)

San Francisco, CA 94105

Dear (b)(6)

(b)(6) I have enclosed a copy of our policy regarding extended ground delays, our Customer Commitment mission statement and copies of our severe weather/frozen precipitation planning guides, procedures and checklists. We also have procedures for hurricanes, security issues and many other emergency and non-emergency events. Please don't hesitate to contact me at (b)(6) if you would like more information or would like to discuss these documents.

Best regards,

(b)(6)

Enclosure

# Customer Commitment during Extended On-board Delays

## ***Applicability***

The following policies apply to Delta Air Lines and Delta Shuttle. It will also be communicated to Delta connection carriers and will be followed by those groups as well.

## ***Overview***

This policy gives procedures for handling IROPS situations in response to the ATA's industry response to the U.S. government's passenger bill of rights legislation. An irregular operation (IROPS) exists any time a flight fails for any reason to operate on schedule, is cancelled or has a change of equipment which cannot accommodate all confirmed passenger who present themselves for check-in.

The major focus of this piece is to avoid extensive on-board delays, and prepare to handle them effectively when they do occur. The gate holdout situation is particularly sensitive as it was the driver for much of the proposed legislation around airline industry customer service. When these events do occur, Delta must take all necessary actions to alleviate the problem as quickly as possible.

## ***Exceptions***

This policy does not apply to stations outside the United States. However, it is suggested that these processes be carried out to the extent possible on all International flights to ensure a consistent corporate response.

## ***Compliance***

**Meet customers' essential needs during long on-aircraft delays:** The airlines will make every reasonable effort to provide food, water, restroom facilities and access to medical treatment for passengers aboard an aircraft that is on the ground for an extended period of time without access to the terminal. Each carrier will prepare contingency plans to address such circumstances and will work with other carriers and the airport to share facilities and make gates available in an emergency.

## ***Actions***

There are two possible scenarios where extended on-aircraft delays take place. The "out-to-off" delay occurs when a departing aircraft pushes away from the gate but is forced into a delay before taking off. Holdouts or on-to-in delays occur when an aircraft lands in its destination city, but has no gate at which to park. There are several causes for these delays, including ATC ground stops, weather-related problems and overcrowded ramps. The following sections will detail the process Delta frontline employees will use to handle these situations.

## Out to Off Delays and On to In Delays

The threshold of time that defines an "extended" on-board out-to-off delay is scheduled taxi-time + 60 minutes. Anything less than this number is considered acceptable and warrants no need for special policy. However, announcements keeping the customer informed of departure time help to ensure a higher level of customer satisfaction.

The threshold of time that defines an "extended" on-to-in delay is: 15 minutes. Special attention begins after a: 15 minute delay on-to-in and more drastic actions described in this document begin if the delay exceeds: 29 minutes.

During these types of delays, several key operational participants are needed to successfully carry out the following procedures. Below is a listing of those roles and the responsibilities carried by each:

Role	Responsibility
Sector Manager	<p>Responsible to review on a daily basis, in advance, the possibility of ATC delays. Coordinate with the ATC Sector Manager to determine the potential extent of any delays, the time period of any delays and the possible actions necessary to address the delays. Coordinate with the impacted city (cities) Sector Manager. Advise the OCC/ACS desk, the ACC Shift Manager, and the Flight Superintendents responsible for the flights impacted of the potential impact. Work with the ACC Shift Manager to determine Delta's response. Advise all parties of the expected response to insure proper pre-planning in all areas. Working with the impacted cities Sector Manager ensure that appropriate GFO (see GXRFGFO) remarks for all arrivals <u>into</u> the ATC impacted city are sent, clearly outlining expectations, including potential for airborne holding if it exists, within the limits of the automation process. The time period covered for arrivals into the impacted city should exceed the actual expected impact time. Also create and transmit GFM as appropriate. Determine from the Flight Superintendents if any outbound flight, subject to delay due to ATC, has an inoperative APU.</p> <p>If practical, no less than one hour prior to scheduled departure advise dispatchers to post updated FAM information with expected delay using "standard" remarks for each individual impacted flight. Include all known information at the time of the update FAM, such as expected enroute delays, airborne holding or push and delay on the ground awaiting ATC clearance.</p> <p>Continually coordinate expectations with the OCC/ATC Sector Manager and inform all parties, including the ACC Shift Manager, of any changes to the plan.</p> <p><b>Monitor on-to-in issues as the actual delay situation unfolds to ensure no flights hold out for a gate on arrival. If it appears that gate hold outs may occur consider the use of the Delta Ground Stop Program to reduce the number of inbound flights, thinning, delaying, over flying as well as</b></p>

	<p><b>considering diversions of current inbound flights holding or enroute to the area.</b></p> <p><b>Monitor out-to off times for possible greater than expected impact. If out-to-off times exceed 60 minutes ensure there is a gate available for the flight to return to if the customers desire to deplane</b></p>
ACC Shift Manager	<p>Within current procedures notify all appropriate personnel as soon as a known or expected ATC delay situation is communicated from the OCC. Take actions as appropriate. Coordinate these actions with the Sector Manager in the OCC and all other impacted areas in accordance with current practices.</p> <p>If outbound delays are expected to exceed 60 minutes advise Cabin Service supervision to ensure that lavatories of impacted flights/aircraft are fully serviced and that cabin supplies are fully stocked. Consider "quick service" food options if appropriate.</p> <p><b>Continuously monitor inbound flights for potential hold outs and immediately notify the Sector Manager in the OCC when the possibilities of any hold out greater than: 15 minutes exist.</b></p> <p><b>If out-to-off delays exceed 60 minutes ensure there is a gate available for the flight to return to if customers desire to deplane.</b></p>
OCC/ATC Sector Manager	<p>Will advise the Sector Manager of any expected WX/ATC delays or programs that would cause the potential for outbound delays. This should be done as early as possible to allow for thorough preplanning. Assist the Sector Manager with implementing the appropriate response. Keep the Sector Manager informed of any changes in the ATC plan. Coordinate all of Delta's actions with the Central Flow Control Facility (CF2) as necessary.</p>
OCC/ACS	<p>Will assist the Sector Manager as necessary to determine a plan of action to address any ATC delays. This will include coordination with the IROPS Team, giving customer information on impacted flights and assisting in communicating the plan to all impacted ACS parties in accordance with ACS procedures. During the actual event keep the IROPS Team informed of any changes to the current plan.</p>
Flight Superintendent	<p>Within operational control responsibilities operate individual flights according to any plan as outlined by the Sector Manager(s). Transmit appropriate FAM/FSU information within current guidelines in FCOM CH 6. Keep the Sector Manager apprised of any operational situation, including onboard customer issues, for the duration of the ATC delay event. Advise the Sector Manager if any impacted flight has an inoperative APU.</p>

Duty Director	<p>Ensures all the above procedures are followed correctly and in a timely manner. In any extended taxi-out or taxi-in situation the Duty Director ensures the information is paged out to Senior Management using the following examples for content and format</p> <p><b>2030E ....Two JFK flights have exceeded 90mins from out to off....FLT 30 JFK/SVO took 130mins out to off and FLT 80 JFK/AMS took 93mins out to off. Open gates were avbl for these flts to return if needed. There have been no reports of negative psgr comments</b></p> <p><b>2215E ....Four JFK flights have exceeded 90mins from out to off....FLT 84 JFK/MXP, FLT 112 JFK/DUB, 150 JFK/VCE, 132 JFK/ATH. Two DCA flights have exceeded 90mins from out to off....Shuttle FLT 1960 DCA/LGA &amp; FLT 1952 DCA/LGA...Open gates were avbl for these flights, if needed. There have been no reports of negative psgr comments</b></p>
---------------	--

### **Known Prior to Pushback**

If an extended out-to-off delay is expected prior to boarding or pushing back from the gate, the following steps should be taken.

#### **ACC**

Coordinate with Cabin Services to ensure that provisions are loaded and lavatories are serviced.

Ensure that FIDS systems show accurate status and departure time.

#### **ACS**

Provide PA announcements with details of the delay. These announcements should be frequent enough that new customers arriving at the gate will also be kept informed. Always be sure to provide as much honest and accurate information as possible.

Rebook passengers that choose not to fly at no cost penalty.

#### **RES/ROC**

Assist ACS with passenger rebooking as necessary.

## **Flt Ops and IFS**

Once passengers have boarded and the aircraft is pushed back to a hold position on the ramp, provide informative PA announcements regarding the status and ETO.

PA announcement regarding seat belt policy.

PA announcement regarding laptops, cell phones and other electronic devices.

Captain and OBL should coordinate to serve refreshments.

Captain and OBL should coordinate to provide on-board entertainment (where available).

Captain is to provide updated ETO to dispatcher whenever a change is made.

## **IFS Checklist for Delays at Gate**

After notification by Captain of delay/gate hold, recommend the Flight Leader use a check list to answer the following:

Type of delay?

Length of delay?

Passengers remain onboard/deplane?

Cell phones/lap top use ok?

Ground service?

Carts out or tray only?

Additional supplies needed?

Captain makes PA regarding the delay providing information related to the above questions.

## **Realized after pushback**

When an aircraft pushes back from the gate and is later informed of an ATC or other ground delay that will increase the flight's planned taxi-time by more than 60 minutes, the following checklist should be addressed by the Flight Leader:

After notification by Captain of delay/ground stop, recommend the Flight Leader use a check list to answer the following:

Before leaving gate

Type of delay?

Length of delay?

Adequate supplies for lavs?

Adequate food stuffs onboard?

APU operational?

After leaving gate

Type of delay?

Length of delay?

Cell phones/lap top use ok?

Ground service?

Carts out or tray only?

Additional supplies needed?

**NOTE:** After these items are discussed between the Captain and Flight Leader, PA announcements should be made by either party to share the decisions with the passengers.

In to these steps, the Flight Leader should consider the following checklist while in-flight and after the plane has landed:

**In Air**

Timely announcements regarding Air Traffic Delay and flight status on a consistent basis

Monitor customer situations, regarding customer or employee safety/security

**After Landing**

Timely and consistent announcements regarding gate status

Monitor customer situations, regarding customer or employee safety/security

Keep Captain informed of cabin environment

## **Additional Procedures during On to In Delays (Gate Holdouts)**

On-to-in arrival or taxi delays (gate hold outs) are an unacceptable situation. Delta's goal is to avoid these by taking any necessary action that will avoid this issue. Delta has designed a process that will call on all available resources at any Delta location to take any action necessary to eliminate gate hold outs keeping safety of the customer and the employees as paramount. This process includes local high level management involvement and if necessary the Executive level of Delta's management.

The following alerts have been designed to involve ever increasingly higher levels of management to resolve a gate hold out situation. At the following time intervals an alert message will be sent and actions taking as listed here (The time interval clock does not start ticking until the time equals the touchdown time plus normal taxi time). **Each station is charged with designing action plans to respond to the increasing on-to-in taxi delay.**

**See table on following page.**

**NOTE:** The times in this table refer to planned taxi time + the specified number of minutes.

Time	Action
15 minutes	<p>An automated message is sent to:</p> <p>local operations team</p> <p>Flight Superintendent</p> <p>Sector Manager</p> <p>The Flight Superintendent through a phone call to the station will follow up to determine what the issue is that has created this problem and are there any actions needed to resolve the issue.</p> <p>The Sector Manager makes note of the issue and considers options to resolve if necessary from the OCC perspective.</p>
30 minutes	<p>An automated message is sent to:</p> <p>the station's Operations Team</p> <p>Flight Superintendent</p> <p>Sector Manager</p> <p>Duty Director</p> <p>Local station management should be notified by the local operations team of the problem.</p> <p>At this time, the problem is owned by the OCC along with the local station management.</p> <p>Sector Manager will confer with local operations office to determine what actions are required to immediately rectify the situation. This includes delaying or canceling an outbound flight and moving that aircraft off a gate to allow the inbound passengers to deplane, using a gate from OAL, using mobile devices like "Planemates" to deplane the passengers.</p> <p>The Duty Director advises Senior Management that delays in excess of: 30 minutes are happening and ensures the Sector Manager is in contact with the local station to resolve the problem by any means possible.</p>



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## Legal Notices

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## Delta Customer Commitment

In response to the tremendous growth of air travel and the demanding need for excellence in customer service, Delta has joined other U.S. airlines and the Air Transport Association (ATA) in an effort to provide passengers with a clear understanding of our industry's commitment to meet essential performance objectives.

We have outlined our responsibilities and how we will fulfill them below in 12-key points. We intend to ensure that your air travel experience will encompass, to the best of our abilities, the most comprehensive customer service possible. To emphasize the importance of meeting these essential performance objectives, Delta officially adopted the Customer Commitment as part of its [Contract of Carriage](#).

**Note:** Delta Customer Commitment applies to domestic travel only

### Before You Fly

1. We will offer on our telephone reservation system, airport ticket counters, and city ticket offices the lowest published fare for which the customer is eligible for the date, flight, and class of service requested.

- Our telephone representatives will identify money-saving alternative itineraries if your travel schedule is flexible.
- Our telephone reservation recording will alert you that lower fares may be available on [delta.com](#)

2. We will give you time to compare our fares with those of other airlines by:

- Giving you the opportunity to cancel and refund your ticket without penalty until midnight, one day after the reservation is made. For example, a ticket purchase made by telephone anytime on Monday can be cancelled and refunded until midnight on Tuesday. If the reservation is made on the date of travel, you can cancel and refund your paid ticket without penalty until midnight that day.
- Giving you more than the 24-hour holding period adopted by the Air Transport

Association (ATA) member airlines.

**Note:** Once the cancellation period for the ticket has been exceeded, your travel plans will be considered firm.

3. We will issue refunds for eligible domestic tickets within seven business days for credit card purchases and 20 business days for purchases made by cash or check.

For refund assistance:

- Contact any Delta ticketing location, or your travel agent.
- Request refunds on electronic tickets by calling Reservations Sales at 800-221-1212.
- Call 800-847-0578 or 404-715-5417, if you need assistance with a refund.
- Select [Applying for a Refund](#) for online refund information.

4. We will inform you, upon your request by telephone, if the flight on which you are ticketed is overbooked. We also will provide information at airports about our policies and procedures for handling situations when all ticketed customers cannot be accommodated on a flight.

Our policies and procedures include:

- Notifying you of required check-in times through our reservations phone line, and listing this information on ticket jackets and flight timetables.
- Letting you know, upon your request, if your flight is overbooked through Reservation Sales or our customer service representatives.
- Offering Delta Dollars if you voluntarily give up your seat. (Delta Dollars are transportation credits that can be used toward the purchase of another Delta ticket to the destination of your choice or for other travel-related services.)
- Providing notice explaining our obligations and the compensation you will receive if you are [involuntarily denied boarding](#).
- Rebooking you on the first available Delta flight to your ticketed destination if you are involuntarily denied boarding. (If a Delta flight is not available, we will strive to provide comparable accommodations on another airline that we have a ticketing agreement with.)
- Providing meal allowances and hotel accommodations at Delta-contracted facilities, if you are away from your home or at your destination and are involuntarily bumped from a flight and we are unable to accommodate you on an alternative flight on the same travel day. If hotel accommodations are unavailable, we will compensate you with a voucher commensurate in value with the contracted hotel rate.

5. We will provide you with timely and complete information about policies and

procedures that affect your travel, including:

- Changing aircraft on a flight that has a single flight number.
  - We will inform you of this change before you book your reservation on the telephone, when purchasing online, and in writing with any paper ticket or electronic ticket receipt.
- Canceling the remainder of your flight, if you cannot fly each segment of your trip.
  - We will provide information on our cancellation policies at the airports, on ticket jackets and online (see Travel section, Reservation, Ticketing Changes).
- Providing frequent flyer details.
  - We will make all important rules, restrictions and redemption information available online (see SkyMiles section, Membership Guide & Program Rules), in our Securities and Exchange Commission 10K report, in our SkyMiles membership guide and program rules booklet, and in the information kits provided to new SkyMiles members.
- Providing aircraft configuration, including seat size and pitch.
  - We provide aircraft configuration and seat width and pitch ranges online (see Travel section, Maps & Guides, Aircraft Configuration) and through our reservation and airport agents.

6. We will ensure our domestic codeshare partners commit to providing comparable consumer plans and policies. Our partners are regional airlines that connect small- and medium-sized markets with Delta's network.

- We will conduct performance audits to confirm partners' participation in the ATA Airline Customer Service Commitment through our subsidiary, Delta Connection Inc.
- We will provide service differences due to aircraft configuration or operational infrastructure online (see Travel section, Maps & Guides, Aircraft Configuration).

### **At the Airport**

7. We will provide you with information about our policies and procedures for accommodating disabled and special needs customers, and unaccompanied minors.

### **Disabled and Special Needs Customers**

We currently offer:

- Transportation to and from gates either by wheelchair or, in several locations, electric cart.
- Boarding assistance.
- Assistance with vision, hearing or mobility difficulties while in the airport and on the plane.
- Accommodation for certain medical requirements, such as onboard oxygen service or dietary needs, with proper notice (see Travel section, Traveler Services, Services for the Disabled, or call 800-221-1212).

**Note:** Supplemental oxygen is not available on Delta Shuttle® or Delta Connection® flights.

In ensuring the high quality of these services, we have:

- Appointed a full-time disabilities manager to focus on services for the disabled.
- Designated in each airport an employee who is responsible for ensuring disabilities policies and procedures are properly implemented.
- Enhanced our disabilities training program for employees and expanded it to include contract personnel.
- Updated to our reference materials so that all customer contact employees and contract personnel are familiar with our policies and procedures.

#### Children Traveling Alone

- We provide **detailed information** to parents with children between the ages of 5 and 14 who will be traveling alone, including the child's itinerary and our policies and procedures.
- Our policies ensure the safety and well being of children traveling alone including:
  - Taking good care of your child during his or her flight and not releasing a minor traveling alone to anyone other than the person you have designated.
  - Providing unaccompanied passenger service for children ages 5 to 14. We are also happy to provide these service to children ages 15 through 17 traveling alone. (Fees apply for unaccompanied minor service.)

8. We will provide full and timely information on the status of delayed and canceled flights including:

- Providing, through our gate agents and flight crews, consistent timely updates

on the status and causes of delayed flights.

- Providing flight status information by calling, 800-325-1999, or clicking **Flight Information** for complete online information.
- Providing meal allowances and hotel accommodations at Delta contracted facilities, based on availability, when customers who are away from their home or destination are inconvenienced overnight due to a delay or cancellation within Delta's control. If accommodations are unavailable, we will compensate the customer with a voucher commensurate in value with the contracted hotel rate.
- Calling customers to notify them of cancellations when the event is known at least two hours before departure, averting a frustrating trip to the airport.
- Installing new flight monitoring technology that will improve our capability to track delays and help us relay more complete information.

9. We will provide full and timely information regarding the status of a flight if there is an extreme delay after you have boarded or after the plane has landed, and we will provide for your essential needs such as food, water, heat, air conditioning, and restroom facilities while onboard.

If an extended departure delay is expected prior to or occurs after pushback from the gate, we will:

- Make timely announcements regarding the flight status on a consistent basis.
- Allow customers to use cell phones and laptop computers and move freely about the cabin, in accordance with safety and federal guidelines.
- Make every reasonable effort to ensure the aircraft is properly serviced and appropriately provisioned based on factors such as aircraft type, trip length and destination.
- Monitor any customer situations surrounding passenger or employee safety or security which would require the flight crew to return the aircraft to the gate.

If the aircraft has landed and no gate is available, Delta will:

- Make timely announcements regarding the flight status on a consistent basis.
- Allow customers to use cell phones and laptop computers and move freely about the cabin, in accordance with safety and federal guidelines.
- Notify Delta operational officials to accelerate a resolution after 60 minutes.
- Apprise appropriate Delta senior management of the situation should it extend beyond two hours.

We are also working with airports to develop clear and consistent procedures to ensure safety and limit inconvenience during an emergency. This includes gate and ramp sharing with other airlines and making essential services available inside the airport.

### After Landing

10. We will strive to return your misplaced baggage within 24 hours, and we will attempt to contact owners of unclaimed baggage when a name and address or telephone number is available.

Notify a Delta employee at the airport if you cannot locate your baggage. To check on the progress of your bag search, call 800-325-8224, fax 404-773-0691, or visit us online by clicking [Baggage Information](#).

- We use scanning technology to identify the location of all unclaimed baggage which assists us in quickly reuniting you with your property.
- We will initiate daily telephone calls when proper contact information is provided on baggage in our continued effort to reunite customers with their bags.
- Our Customer Care Department will continue efforts to locate bag owners for bags unclaimed after five days.

11. We supported a proposal by the U.S. Department of Transportation to increase the per passenger domestic baggage liability limitation. The limitation was increased from \$1,250 to \$2,500.

- At the urging of Delta and other member carriers, the ATA filed comments with the Department of Transportation August 27, 1999, supporting the increase for the per passenger [baggage liability limitation](#). Periodic adjustments for inflation will be included.

12. We will respond to written customer complaints within 30 days, exceeding the 60-day response standard adopted by ATA member airlines.

We have a dedicated, trained Customer Care staff to answer your inquiries. Express your travel comments by:

- [Emailing us](#).
- Calling us at 800-221-1212 or your usual SkyMiles Member Services number.
- Mailing them to Delta Air Lines, P.O. Box 20980, Atlanta, GA 30320-2980.

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Delta Air Lines  
JFK Arrival Information  
February 13 -20, 2007

Flight	Date	Orig	Dest	Psgs	On Board Delay Mins	Type Flt	Final outcome	Special Needs	Reroute OAL
726	2/14/2007	LAS	JFK	124	252	Arvl-Dom	arrived	1	0
31	2/14/2007	SVO	JFK	151	236	Arvl-Intl	arrived	1	0
416	2/14/2007	SAN	JFK	93	199	Arvl-Dom	arrived	4	0
1448	2/14/2007	SFO	JFK	117	199	Arvl-Dom	arrived	0	0
73	2/14/2007	IST	JFK	127	195	Arvl-Intl	arrived	0	0
148	2/14/2007	LAX	JFK	95	189	Arvl-Dom	arrived	0	0
1842	2/14/2007	LAX	JFK	102	167	Arvl-Dom	arrived	0	0
78	2/14/2007	SLC	JFK	158	165	Arvl-Dom	arrived	0	0
1880	2/14/2007	TPA	JFK	119	135	Arvl-Dom	arrived	3	0
107	2/14/2007	FRA	JFK	129	108	Arvl-Intl	arrived	0	0
99	2/14/2007	BUD	JFK	93	103	Arvl-Intl	arrived	0	0
1861	2/14/2007	FLL	JFK	96	85	Arvl-Dom	arrived	3	0
1600	2/14/2007	MIA	JFK	77	80	Arvl-Dom	arrived	0	0
1514	2/14/2007	SEA	JFK	121	72	Arvl-Dom	arrived	2	0
1526	2/14/2007	MCO	JFK	153	66	Arvl-Dom	arrived	4	0
<b>Total: 15 Flts.</b>					<b>Average = 150 minutes</b>		<b>** 6 Flights &gt; 3 hours delayed</b>		
278	2/15/2007	MEX	JFK	121	107	Arvl-Intl	arrived	4	0
208	2/15/2007	SDQ	JFK	143	101	Arvl-Intl	arrived	5	0
17	2/15/2007	BOM	JFK	226	84	Arvl-Intl	arrived	18	0
481	2/15/2007	TPA	JFK	147	71	Arvl-Dom	arrived	5	0
16	2/15/2007	ATL	JFK	239	64	Arvl-Dom	arrived	10	0
141	2/15/2007	BRU	JFK	49	62	Arvl-Intl	arrived	0	0
<b>Total: 6 Flts.</b>					<b>Average = 82 minutes</b>				
73	2/16/2007	IST	JFK	93	149	Arvl-Intl	arrived	2	0
814	2/16/2007	PBI	JFK	61	134	Arvl-Dom	arrived	0	0
932	2/16/2007	SJU	JFK	29	121	Arvl-Dom	arrived	1	0
776	2/16/2007	LAS	JFK	163	110	Arvl-Dom	arrived	4	0
1448	2/16/2007	SFO	JFK	165	96	Arvl-Dom	arrived	4	0
1419	2/16/2007	BOS	JFK	70	90	Arvl-Dom	arrived	0	0
1840	2/16/2007	FLL	JFK	73	85	Arvl-Dom	arrived	1	0
1584	2/16/2007	MCO	JFK	115	83	Arvl-Dom	arrived	1	0
1893	2/16/2007	SEA	JFK	169	82	Arvl-Dom	arrived	2	0

Delta Air Lines  
JFK Arrival Information  
February 13 -20, 2007

Flight	Date	Orig	Dest	Psgrs	On Board Delay Mins	Type Flt	Final outcome	Special Needs	Reroute OAL
278	2/16/2007	MEX	JFK	91	79	Arvl-Intl	arrived	0	0
16	2/16/2007	ATL	JFK	224	76	Arvl-Dom	arrived	9	0
208	2/16/2007	SDQ	JFK	112	75	Arvl-Intl	arrived	4	0
428	2/16/2007	SLC	JFK	153	75	Arvl-Dom	arrived	3	0
770	2/16/2007	TPA	JFK	65	73	Arvl-Dom	arrived	1	0
<b>Total: 14 Flts.</b>					<b>Average = 95 minutes</b>				
1533	2/17/2007	PBI	JFK	43	102	Arvl-Dom	arrived	1	0
282	2/17/2007	CZM	JFK	23	101	Arvl-Intl	arrived	0	0
210	2/17/2007	PUJ	JFK	147	99	Arvl-Intl	arrived	1	0
1861	2/17/2007	FLL	JFK	86	85	Arvl-Dom	arrived	6	0
127	2/17/2007	MAD	JFK	202	75	Arvl-Intl	arrived	0	4
602	2/17/2007	AUA	JFK	131	63	Arvl-Intl	arrived	0	2
133	2/17/2007	ATH	JFK	131	61	Arvl-Intl	arrived	3	0
<b>Total: 7 Flts.</b>					<b>Average= 84 minutes</b>				
1832	2/18/2007	LAX	JFK	155	81	Arvl-Dom	arrived	1	0
<b>Total: 1 Flt.</b>					<b>Average = 81 minutes</b>				
								<b>104</b>	<b>6</b>

Flight	Date	Orig	Dest	Psgrs	On Board Delay		Type Flt	Final outcome	Special	Reroute
					Mins				Needs	OAL
813	2/13/2007	JFK	PBI	122	68		Dptr-Dom	Departed	1	0
1287	2/13/2007	JFK	TPA	133	74		Dptr-Dom	Departed	2	0
1656	2/13/2007	JFK	FLL	141	62		Dptr-Dom	Departed	0	0
1	2/14/2007	JFK	LGW	170	300		Dptr-Intl	Departed	0	0
16	2/14/2007	JFK	BOM	227	89		Dptr-Intl	Cancelled	0	0
17	2/14/2007	JFK	ATL	264	98		Dptr-Dom	Departed	20	0
78	2/14/2007	JFK	TXL	68	397		Dptr-Intl	Departed	0	0
80	2/14/2007	JFK	AMS	82	126		Dptr-Intl	Departed	0	0
82	2/14/2007	JFK	NCE	96	323		Dptr-Intl	Departed	1	0
84	2/14/2007	JFK	MXP	171	161		Dptr-Intl	Departed	3	0
88	2/14/2007	JFK	KBP	77	327		Dptr-Intl	Departed	3	0
106	2/14/2007	JFK	FRA	95	88		Dptr-Intl	Cancelled	0	0
118	2/14/2007	JFK	CDG	191	135		Dptr-Intl	Departed	4	0
121	2/14/2007	JFK	GRU	173	153		Dptr-Intl	Cancelled	1	0
132	2/14/2007	JFK	ATH	151	439		Dptr-Intl	Cancelled	0	0
140	2/14/2007	JFK	BRU	57	411		Dptr-Intl	Departed	0	0
150	2/14/2007	JFK	VCE	176	283		Dptr-Intl	Departed	1	0
166	2/14/2007	JFK	ACC	53	176		Dptr-Intl	Cancelled	5	0
193	2/14/2007	JFK	ATL	214	224		Dptr-Dom	Cancelled	0	0
207	2/14/2007	JFK	SDQ	160	352		Dptr-Intl	Departed	0	0
211	2/14/2007	JFK	PUJ	141	190		Dptr-Intl	Cancelled	0	0
249	2/14/2007	JFK	MEX	79	168		Dptr-Intl	Departed	2	0
279	2/14/2007	JFK	MEX	167	172		Dptr-Intl	Departed	2	0
675	2/14/2007	JFK	SFO	177	143		Dptr-Dom	Departed	0	0
725	2/14/2007	JFK	LAS	183	74		Dptr-Dom	Departed	1	0
805	2/14/2007	JFK	PBI	124	217		Dptr-Dom	Cancelled	8	0
929	2/14/2007	JFK	SJU	156	403		Dptr-Dom	Departed	1	0
961	2/14/2007	JFK	TPA	141	84		Dptr-Dom	Departed	6	0
1150	2/14/2007	JFK	SFO	146	243		Dptr-Dom	Departed	1	0
1287	2/14/2007	JFK	TPA	142	198		Dptr-Dom	Departed	3	0
1293	2/14/2007	JFK	MCO	150	164		Dptr-Dom	Departed	3	0
1459	2/14/2007	JFK	LAX	166	240		Dptr-Dom	Departed	2	0
1468	2/14/2007	JFK	PBI	136	288		Dptr-Dom	Cancelled	4	0
1565	2/14/2007	JFK	SLC	184	115		Dptr-Dom	Cancelled	0	0
1627	2/14/2007	JFK	MIA	141	138		Dptr-Dom	Departed	6	0
1763	2/14/2007	JFK	SEA	184	109		Dptr-Dom	Cancelled	5	0
1838	2/14/2007	JFK	MCO	184	170		Dptr-Dom	Departed	5	0
1841	2/14/2007	JFK	LAX	184	421		Dptr-Dom	Cancelled	0	0
1862	2/14/2007	JFK	FLL	137	132		Dptr-Dom	Departed	2	0
1865	2/14/2007	JFK	FLL	142	186		Dptr-Dom	Cancelled	0	0
1871	2/14/2007	JFK	SAN	162	195		Dptr-Dom	Departed	2	0
1874	2/14/2007	JFK	LAX	183	73		Dptr-Dom	Departed	2	0
30	2/15/2007	JFK	SVO	120	428		Dptr-Intl	Cancelled	0	0
72	2/15/2007	JFK	IST	132	100		Dptr-Intl	Departed	1	0
78	2/15/2007	JFK	TXL	137	81		Dptr-Intl	Departed	2	0
94	2/15/2007	JFK	BCN	179	61		Dptr-Intl	Departed	2	0
98	2/15/2007	JFK	BUD	165	126		Dptr-Intl	Departed	2	0
121	2/15/2007	JFK	GRU	204	146		Dptr-Intl	Departed	2	0
126	2/15/2007	JFK	MAD	164	126		Dptr-Intl	Departed	1	0

148	2/15/2007	JFK	FCO	188	138	Dptr-Intl	Departed	2	0
675	2/15/2007	JFK	SFO	183	108	Dptr-Dom	Departed	0	0
679	2/15/2007	JFK	SJU	173	78	Dptr-Dom	Departed	2	0
929	2/15/2007	JFK	SJU	184	144	Dptr-Dom	Departed	0	0
1025	2/15/2007	JFK	LAX	182	66	Dptr-Dom	Departed	1	0
1227	2/15/2007	JFK	MCO	150	92	Dptr-Dom	Departed	0	0
1500	2/15/2007	JFK	LAS	150	67	Dptr-Dom	Departed	0	0
1565	2/15/2007	JFK	SLC	184	80	Dptr-Dom	Departed	2	0
1656	2/15/2007	JFK	FLL	142	104	Dptr-Dom	Departed	0	0
1845	2/15/2007	JFK	LAX	184	131	Dptr-Dom	Departed	0	0
1861	2/15/2007	JFK	FLL	140	70	Dptr-Dom	Departed	1	0
1871	2/15/2007	JFK	SAN	184	95	Dptr-Dom	Departed	8	0
1874	2/15/2007	JFK	LAX	184	61	Dptr-Dom	Departed	2	0
1	2/16/2007	JFK	LGW	209	61	Dptr-Intl	Departed	2	0
30	2/16/2007	JFK	SVO	201	82	Dptr-Intl	Departed	3	0
94	2/16/2007	JFK	BCN	206	118	Dptr-Intl	Departed	3	0
106	2/16/2007	JFK	FRA	208	79	Dptr-Intl	Departed	0	0
112	2/16/2007	JFK	DUB	209	95	Dptr-Intl	Departed	0	0
126	2/16/2007	JFK	MAD	204	164	Dptr-Intl	Departed	0	0
148	2/16/2007	JFK	FCO	204	90	Dptr-Intl	Departed	4	0
150	2/16/2007	JFK	VCE	202	73	Dptr-Intl	Departed	3	0
211	2/16/2007	JFK	PUJ	150	90	Dptr-Intl	Departed	1	0
345	2/16/2007	JFK	SLC	183	152	Dptr-Dom	Departed	0	0
679	2/16/2007	JFK	SJU	182	67	Dptr-Dom	Departed	0	0
725	2/16/2007	JFK	LAS	184	63	Dptr-Dom	Departed	2	0
929	2/16/2007	JFK	SJU	179	65	Dptr-Dom	Departed	1	0
961	2/16/2007	JFK	TPA	142	84	Dptr-Dom	Departed	1	0
1124	2/16/2007	JFK	SEA	168	78	Dptr-Dom	Departed	0	0
1150	2/16/2007	JFK	SFO	160	76	Dptr-Dom	Departed	1	0
1627	2/16/2007	JFK	MIA	140	64	Dptr-Dom	Departed	0	0
1845	2/16/2007	JFK	LAX	183	80	Dptr-Dom	Departed	5	0
1865	2/16/2007	JFK	FLL	142	88	Dptr-Dom	Departed	0	0
1871	2/16/2007	JFK	SAN	184	116	Dptr-Dom	Departed	2	0
1874	2/16/2007	JFK	LAX	182	63	Dptr-Dom	Departed	0	0
72	2/17/2007	JFK	IST	196	77	Dptr-Intl	Departed	6	0
148	2/17/2007	JFK	FCO	206	75	Dptr-Intl	Departed	2	0
603	2/17/2007	JFK	AUA	183	64	Dptr-Intl	Departed	0	0
679	2/17/2007	JFK	SJU	183	219	Dptr-Dom	Departed	0	0
1150	2/17/2007	JFK	SFO	183	61	Dptr-Dom	Departed	0	0
1468	2/17/2007	JFK	PBI	125	61	Dptr-Dom	Departed	4	0
1763	2/17/2007	JFK	SEA	163	82	Dptr-Dom	Departed	5	0
1861	2/17/2007	JFK	FLL	112	67	Dptr-Dom	Departed	6	0
1865	2/17/2007	JFK	FLL	142	63	Dptr-Dom	Departed	0	0
1867	2/17/2007	JFK	MCO	125	80	Dptr-Dom	Departed	0	0
1871	2/17/2007	JFK	SAN	174	66	Dptr-Dom	Departed	0	0
16	2/18/2007	JFK	BOM	231	62	Dptr-Intl	Departed	17	0
30	2/18/2007	JFK	SVO	196	70	Dptr-Intl	Departed	3	0
106	2/18/2007	JFK	FRA	111	67	Dptr-Intl	Departed	0	0
112	2/18/2007	JFK	DUB	199	118	Dptr-Intl	Departed	1	0
118	2/18/2007	JFK	CDG	204	112	Dptr-Intl	Departed	1	0
121	2/18/2007	JFK	GRU	69	82	Dptr-Intl	Departed	3	0

126	2/18/2007	JFK	MAD	209	77	Dptr-Intl	Departed	1	0
132	2/18/2007	JFK	ATH	147	115	Dptr-Intl	Departed	4	0
140	2/18/2007	JFK	BRU	129	65	Dptr-Intl	Departed	4	0
148	2/18/2007	JFK	FCO	209	77	Dptr-Intl	Departed	9	0
154	2/18/2007	JFK	MAN	186	71	Dptr-Intl	Departed	1	0
249	2/18/2007	JFK	MEX	150	118	Dptr-Intl	Departed	1	0
345	2/18/2007	JFK	SLC	183	67	Dptr-Dom	Departed	0	0
813	2/18/2007	JFK	PBI	142	68	Dptr-Dom	Departed	0	0
1150	2/18/2007	JFK	SFO	171	68	Dptr-Dom	Departed	2	0
1287	2/18/2007	JFK	TPA	134	86	Dptr-Dom	Departed	0	0
1500	2/18/2007	JFK	LAS	143	79	Dptr-Dom	Departed	0	0
1565	2/18/2007	JFK	SLC	184	63	Dptr-Dom	Departed	2	0
1656	2/18/2007	JFK	FLL	142	76	Dptr-Dom	Departed	2	0
1851	2/18/2007	JFK	TPA	135	71	Dptr-Dom	Departed	0	0
1874	2/18/2007	JFK	LAX	175	71	Dptr-Dom	Departed	3	0
1886	2/18/2007	JFK	MCO	170	74	Dptr-Dom	Departed	9	0
82	2/19/2007	JFK	NCE	97	95	Dptr-Intl	Departed	3	0
132	2/19/2007	JFK	ATH	109	72	Dptr-Intl	Departed	4	0
411	2/19/2007	JFK	PHX	150	74	Dptr-Dom	Departed	5	0
679	2/19/2007	JFK	SJU	184	91	Dptr-Dom	Departed	0	0
72	2/20/2007	JFK	IST	171	90	Dptr-Intl	Departed	8	0
1025	2/20/2007	JFK	LAX	149	70	Dptr-Dom	Departed	1	0
								<b>259</b>	<b>0</b>

(b)(6)

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**From:** (b)(6) ]  
**Sent:** Tuesday, May 08, 2007 6:25 AM  
**To:** (b)(6)  
**Subject:** RE: my email

**Mr. (b)(6)** this is confirmation that our Customer Commitment and our Contract of Carriage on Delta.com are the most current conditions,  
Let us know if you would like any additional information,

(b)(6)

**Director-Flight Control and Chief Dispatcher  
Delta Air Lines Inc.**

(b)(6)

**From:** (b)(6)  
**Sen**  
**To:** (b)(6)  
**Sub**

(b)(6)

Dept. of Transportation, OIG

Analyst

(b)(6)

**From:** (b)(6)

**Sent:** Thursday, March 08, 2007 5:58 PM

**To:** (b)(6)

(b)(6)  
(b)(6)

**Subject:** RE: IG Data Request Extended Onboard Delays

**Attachments:** JFK Feb13-20.xls

Hi (b)(6) we've updated the document with the number of passengers on board with disabilities or special needs, as well as the number of passengers on these flights that were rerouted by our Inconvenienced Passenger Rebooking System (IPRS) to other airlines. The number of passengers rerouted to other airlines is typically very low during weather events because capacity is generally scarce on all airlines.

The only piece we do not have information on is passengers who traveled and then later requested a refund. There are a variety of work groups empowered to issue compensation when a passenger experiences a service failure, however there isn't a mechanism in place to track this back to specific flights. Please let me know if you have any questions or need any additional information.

Thx... (b)(6)

*Manager, Reservations Flight Operations*

*Delta Air Lines Inc.*

(b)(6)

<<JFK Feb13-20.xls>>

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**From:** (b)(6)

**Sen** (b)(6)

(b)(6)  
(b)(6)

**Subject:** IG Data Request Extended Onboard Delays

(b)(6) enclosed is the data for Delta Air Lines' operation in JFK from Feb 13, 2007 to Feb 20, 2007. You can expect a follow up e-mail from our Reservations area regarding special needs customers and information about passenger book away stats. I have included several of the

**data contributors on this so if you have any questions or require additional information please let us know and we will do all possible to comply with your requests,**

**Best Regards**

(b)(6)

**Director-Flight Control and Chief Dispatcher**

**Delta Air Lines Inc.**

(b)(6)

<< File: JFK Feb13-20.xls >>

Pages 86 through 88 redacted for the following reasons:

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(b)(4)

(b)(4), (b)(6)



### Winter IROP Forecast Form

Forecast Updated by: (b)(6)

Dates of Event: 25 February - 26 February 2007

Update Time: 25/0140Z

City	Accumn	Start	Heaviest Time		End
DCA	Snow:	Date/Time: 25/11z	Start Date/Time: 25/11z	End Date/Time: 25/15z	Date/Time: 25/15z
	Ice: 1/4"	Type: PL/fzra	Type: PL/fzra	Type:	Type: rain
	Slush:	Wind:	Wind:	Wind:	Wind:
IAD	Snow:	Date/Time: 25/11z	Start Date/Time: 25/11z	End Date/Time: 25/17z	Date/Time: 25/17z
	Ice: 1/2"	Type: PL/fzra	Type: PL/fzra	Type:	Type: rain
	Slush:	Wind:	Wind:	Wind:	Wind:
BWI	Snow:	Date/Time: 25/12z	Start Date/Time: 25/12z	End Date/Time: 25/19z	Date/Time: 25/19z
	Ice: 1/4"	Type: pl/fzra	Type: pl/fzra	Type:	Type: rain
	Slush:	Wind:	Wind:	Wind:	Wind:
PHL	Snow:	Date/Time: 25/17z	Start Date/Time: 25/18z	End Date/Time: 26/05z	Date/Time: 26/05z
	Ice: 1/2"	Type: PL/fzra	Type: PL/fzra	Type:	Type: snow flurries
	Slush:	Wind:	Wind:	Wind:	Wind:
EWR	Snow: 2-4"	Date/Time: 25/23z	Start Date/Time: 26/01z	End Date/Time: 26/09z	Date/Time: 26/09z
	Ice:	Type: pe/rain/snow	Type: snow	Type: snow	Type: snow flurries
	Slush:	Wind:	Wind:	Wind:	Wind:
LGA	Snow: 2-4"	Date/Time: 25/23z	Start Date/Time: 26/01z	End Date/Time: 26/09z	Date/Time: 26/09z
	Ice:	Type: pe/rain/snow	Type: snow	Type: snow	Type: snow flurries
	Slush:	Wind:	Wind:	Wind:	Wind:
JFK	Snow: 2-4"	Date/Time: 25/23z	Start Date/Time: 26/01z	End Date/Time: 26/09z	Date/Time: 26/09z
	Ice:	Type: pe/rain/snow	Type: snow	Type: snow	Type: snow flurries
	Slush:	Wind:	Wind:	Wind:	Wind:
BDL	Snow: 1"	Date/Time: 26/06z	Start Date/Time:	End Date/Time:	Date/Time: 26/14z
	Ice:	Type: snow	Type:	Type:	Type: snow flurries
	Slush:	Wind:	Wind:	Wind:	Wind:
PVD	Snow: 1"	Date/Time: 26/08z	Start Date/Time:	End Date/Time:	Date/Time: 26/18z
	Ice:	Type: snow	Type:	Type:	Type: snow flurries
	Slush:	Wind:	Wind:	Wind:	Wind:
BOS	Snow: 1"	Date/Time: 26/10z	Start Date/Time:	End Date/Time:	Date/Time: 26/20z
	Ice:	Type: snow	Type:	Type:	Type: snow flurries
	Slush:	Wind:	Wind:	Wind:	Wind:
PIT	Snow: trace	Date/Time: 05/0600z	Start Date/Time: 25/0800-	End Date/Time: 25//1700z	Date/Time: 26/2100z
	Ice: trace-	Type: fzra	Type: fzra	Type: rain	Type: snow flurries
	Slush:	Wind:	Wind:	Wind:	Wind:
CLE	Snow:	Date/Time: 25/1100z	Start Date/Time: 25/1500z	End Date/Time: 25/1900z	Date/Time: 26//2100z
	Ice: 1/4-1/2"	Type: PL/fzra	Type: PL/fzra	Type: rain	Type: snow flurries
	Slush:	Wind:	Wind:	Wind:	Wind:
DTW	Snow: 4-6"	Date/Time: 25/1200z	Start Date/Time: 25/1600z	End Date/Time: 25/2300z	Date/Time: 26/1400z
	Ice:	Type: snow	Type: ip/snow	Type: snow	Type: snow flurries
	Slush:	Wind:	Wind:	Wind:	Wind:
	Snow:	Date/Time: 25/0300z	Start Date/Time: 26/0500z	End Date/Time: 26/0800z	Date/Time: 26/1000z

Pages 90 through 101 redacted for the following reasons:

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(b)(4)

(b)(4), (b)(6)