DELTA INTERNATIONAL GENERAL RULES TARIFF
Last Modified: August 17, 2022

RULE 1: General Provisions

A. Contract of Carriage
When you buy a ticket for travel on Delta, you enter into a contract with us, and you agree to be bound by its terms. The terms of your contract are set forth in:

- your Ticket;
- these Conditions of Carriage; and
- our published fare rules and regulations, which may govern the calculation of the fare and other charges that apply to your itinerary.

This document is Delta's International Conditions of Carriage. It applies to travel on any itinerary for International Travel and states the terms upon which Delta offers to transport passengers. Travel entirely within the United States of America is governed by Delta's Domestic General Rules Tariff. Travel between the United States and Canada is governed by our Canadian General Rules Tariff.

Any reference to “Delta” in this contract refers to Delta Air Lines, the Delta Shuttle, and the Delta Connection carriers. Some flights marketed by Delta may be operated by the other Carriers. If any Carrier other than Delta Air Lines is operating a flight, we will identify that Carrier in our schedules and in written or oral communications with you during the booking process. The terms of transportation applicable to Delta specified in these Conditions of Carriage also apply to flights operated by the Delta Connection and Delta Shuttle carriers, and to codeshare flights where Delta is the Marketing Carrier.

Delta may act as an agent to issue tickets, check baggage and book reservations for transportation via other Carriers which have interline agreements with Delta (where Delta is not the Marketing Carrier). For interline flights operated by other Operating Carriers, the conditions of carriage of the Operating Carrier will apply. Other Carriers may have different terms and conditions applicable to their flights, and these may be obtained directly from the other Carriers.

Some provisions of these Conditions of Carriage apply only to residents or passengers traveling to select countries or regions. All country- and region-specific rules and requirements are set forth in Rule 27 of these Conditions of Carriage.

B. Amendments to Conditions of Carriage
Delta may amend these Conditions of Carriage at any time, except as provided by law. Your travel is governed by the rules that were in effect on the date you purchased your ticket; provided, however, that Delta reserves the right to apply rules currently in effect on the date of your travel where reasonably necessary for operational reasons and where the change in rule does not have a material negative impact upon you. No Delta employee or ticketing agent has the authority to modify any provision of the Conditions of Carriage unless authorized in writing by a Delta corporate officer.

RULE 2: SCHEDULES AND OPERATIONS

Delta will exercise reasonable efforts to transport you and your baggage from your origin to your destination with reasonable dispatch, but published schedules, flight times, aircraft types, seat assignments, and similar details reflected in the ticket or Delta’s published schedules are not guaranteed and form no part of this contract. Delta may substitute alternate Carriers or aircraft, change its schedules, delay or cancel flights, change seat assignments, and alter or omit stopping places shown on the ticket as required by its operations in Delta’s sole discretion. Delta’s sole liability in the event of such changes is set forth in Rule 23. Delta is not responsible or liable for making connections, failing to operate any flight according to schedule, changing the schedule or
any flight, changing seat assignments or aircraft types, or revising the routings by which Delta carries the passenger from the ticketed origin to destination.

RULE 3: DEFINITIONS

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

Applicable Full Fare means the one-way fare, whether specifically published or derived by construction, for the class of service designated in the Carrier's official general schedule for the aircraft, or cabin of the aircraft used by the passenger.

Applicable Law means all laws rules, regulations, orders, treaties, conventions, decrees, and instructions of Carrier, in each case to the extent applicable to the services provided pursuant to the Contract of Carriage.

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

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

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


Days - Full calendar days, including weekend days and legal holidays (but not including the date that any notice is sent).

Delta Codeshare Partners – Has the meaning set forth in Rule 18(H).

Dependent – The spouse and children of U.S. Military Personnel or U.S. embassy personnel stationed overseas who are dependent upon such personnel for financial support.

DOT Hazardous Materials Regulations means the hazardous materials regulations issued by the Materials Transportation Bureau of the United States Department of Transportation in Title 49 of the Code of Federal Regulations, Parts 171 through 177 (49 CFR 171-177), as the same may be amended from time to time.

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

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

Group means the minimum number of passengers specified in conjunction with the fare, as provided for in the applicable fare rules. Fewer 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.

Interlining means utilizing the services of more than one Carrier in connection with a particular fare.

International Carriage means (except when the Convention is applicable) carriage in which, according to the contract of carriage, the place of departure and any place of landing are situated in more than one state. As used in this definition, the term "state" includes all territory subject to the sovereignty, mandate, authority or trusteeship thereof.

Marketing Carrier means the Carrier that sells flights under its code.

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

Military Passenger means military personnel of the 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.

Operating Carrier means the Carrier that operates the actual flight.

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

Personal Attendant means the travel companion of a Person with a Disability that is attending to the personal needs of such Person with a Disability.

Qualifying Alternative Transportation means comparable air transportation, or other transportation used by the passenger, at no extra cost to the passenger, that at the time such arrangements are made is scheduled to arrive at the passenger's next Stopover, or, if none, final destination, within two hours after the planned arrival time of the passenger's original flight(s).

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

Reroute means to issue a new ticket, or honor an existing ticket, covering transportation to the original destination, but via a different routing than that designated on the ticket.

Round Trip means any trip, the ultimate destination of which is the point of origin, and which is legal Routing and comprised of an outbound and return segment. 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).

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.

Safety Assistant means a person required by Delta to travel with a Person with a Disability, pursuant to Rule 6(C): to attend to the Person with a Disability’s in-flight medical needs; to assist the Person with a Disability’s communication with crewmembers; or to assist the Person with a Disability’s evacuation from the aircraft in the event of an emergency.
Self-reliant means that a person does not require services related to a disability beyond that normally provided by the Carrier or beyond those services which Applicable Law requires the Carrier to provide.

Special Drawing Right means a special unit of currency, the currency values of which fluctuate and are recalculated each banking day. These values are known to most commercial banks and are reported in some newspapers and in the IMF Survey, published weekly by the International Monetary Fund online at: https://www.imf.org/external/np/fin/data/rms_sdrv.aspx

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 have been enplaned on such flight. Not all flights will be available for standby.

Stopover - A stopover will occur when a passenger arrives at an intermediate point and is not scheduled to depart within 24 hours of arrival.

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

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

United States of America - The area comprising the 50 states; the District of Columbia; Puerto Rico; the U.S. Virgin Islands; American Samoa; Kanton; Guam; Midway and Wake Islands.

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

U.S. Military Personnel - Unless otherwise indicated, refers only to active duty military personnel, and means Military personnel of the United States Military Agencies holding a valid active duty U.S. Armed Forces green identification card, on active duty status and traveling on authorized furlough, leave, or pass, but expressly excluding Military Personnel on temporary duty orders traveling to or from their temporary duty station.

**RULE 4: 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. All passenger information shall be handled in accordance with Delta’s Privacy Policy (https://www.delta.com/content/www/en_US/privacy-and-security.html).
RULE 5: INTER-AIRPORT TRANSPORTATION

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

When transferring between airports, baggage must be claimed and rechecked by the passenger.

RULE 6: CARRIAGE OF PERSONS WITH DISABILITIES

A) Acceptance for Carriage

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

B) Acceptance of Declaration of Self-Reliance

Unless Delta determines a Safety Assistant is essential for safety, pursuant to Rule 6(C), Delta will accept the determination made by or on behalf of a Person with a Disability as to self-reliance. Once advised that the person is "self-reliant", Delta shall not refuse such passenger transportation on the basis that the Person with a Disability is not accompanied by a Personal Attendant or based on the assumption that the passenger may require extraordinary assistance from airline employees in meeting the passenger’s needs.

C) Accompanying Safety Assistant Required for Certain Passengers

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

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

D) Medical Clearance

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

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

F) Acceptance of Aids

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

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

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

G) Manually Operated Wheelchair Access

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

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

H) Service Animals

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

I) Services to be Provided to Persons with Disabilities

Upon request, Delta will provide the following services to a Person with a Disability:

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

J) Advance Notice for Special Services

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

1) transportation of an electric wheelchair on an aircraft of less than 60 seats;
2) provision of hazardous materials packaging for batteries or other assistive device that are required to have such packaging;
3) accommodation for a Group of 10 or more passengers with disabilities traveling as a Group;
4) provision of an onboard wheelchair on an aircraft of 60 seats or more;
5) transportation of a Service Animal in the cabin (unless the ticket is purchased less than 48 hours prior to departure);
6) transportation of a Service Animal on a Segment scheduled to take 8 or more hours; or
7) accommodation of a passenger with both severe vision and hearing impairments.

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

K) Boarding and Deplaning

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

L) Communication and Confirmation of Information

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

M) Inquire Periodically

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

RULE 7: 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 Force Majeure
Whenever necessary to comply with any law, regulation or government directive or request; or when advisable in Delta’s sole discretion due to weather or other conditions beyond Delta’s
control including Acts of God, strikes, civil unrest, embargoes, war, and other similar matters of force majeure.

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 to produce positive identification on request;

D) Travel Across International Boundaries

When a passenger is traveling across any international boundary if:
1) the travel documents of such passenger are not in order; or
2) such transportation would be unlawful

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

When a passenger fails or refuses to comply with any of Delta’s rules or regulations, or any term of the Contract of Carriage.

F) Passenger’s Conduct or Condition

Delta will not refuse to provide transportation to a Person with a Disability, as defined in 14 C.F.R. § 382.5 and 382.31, based upon the passenger’s disability, except as allowed or required by law. Delta will not refuse to provide transportation based upon race, color, national origin, religion, sex, sexual orientation, 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, or the passenger appears to be intoxicated or under the influence of drugs;
2) When the passenger is barefoot;
3) When the passenger interferes with the flight crew’s activities, or fails to obey the instruction of any member of the flight crew;
4) When the passenger has a contagious disease that may be transmissible to other passengers during the normal course of the flight;
5) When the passenger is unable to sit in a seat with the seatbelt fastened;
6) When the passenger’s behavior may be hazardous or creates a risk of harm to himself/herself, the crew, or other passengers or to the Carrier’s aircraft and/or property, or the property of other passengers;
7) When the passenger is seriously ill, unless the passenger provides a physician’s written permission to fly; or
8) When the passenger’s conduct, attire, hygiene or odor creates an unreasonable risk of offense or annoyance to other passengers.

G) Recourse of Passenger
Passengers shall not engage in any conduct that would authorize Delta to refuse transport under this Rule. The sole recourse of any passenger refused carriage or removed 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 23.

RULE 8: 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 cabin by a parent, legal guardian, or other passenger at least 18 years of age. Delta may require documentation verifying the child's age at check-in. A valid passport, birth certificate or other government-issued identification are all acceptable.

(2) Accompanied Children Less Than 2 Years Old.

One child less than 2 years old not occupying a seat may travel with an adult fare-paying passenger at least 18 years old or parent/legal guardian upon payment of the applicable infant-in-arms fare (including taxes). Additional infants, and infants occupying a seat, must pay the applicable adult fare. A maximum of 2 infants is permitted for each adult. Delta recommends that any child occupying a seat be placed in an approved safety seat. Infants who will reach their second birthday during a journey must occupy a seat and pay the Applicable Adult Fare for the entire journey.

(3) Accompanied Children 2 Years and Older

The fare for children ages 2 years and older will be the Applicable Adult Fare.

B) Unaccompanied Children Under the age of 15.

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

(1) Children under the age of 5

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

(2) Children aged 5 through 14

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

C) Unaccompanied Minor Service

(1) When Unaccompanied Minor Service is Required

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

Unaccompanied Minor Service means that Delta will provide supervision for the child from the time of boarding until the child is met at the stop over point or destination. Delta will assume no financial or guardianship responsibilities for unaccompanied children beyond those applicable to an adult passenger. Delta has the right, but is not obligated to require identification of the responsible party meeting the child at a transfer point or final destination. An unaccompanied minor must be confirmed to destination and may not be confirmed on the last connecting flight of the evening (with the exception of markets where there is only one connection and it is the last flight of the day, or for flights to or from Alaska or Hawaii), nor may an unaccompanied minor travel on a flight expected to terminate short of, or bypass, the child’s destination. Delta may temporarily suspend unaccompanied minor travel and/or 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 transport an unaccompanied child to anyone other than the pre-designated party. Delta representatives cannot administer medicine to children flying alone. An unaccompanied minor may not travel on any domestic flight greater than 2 hours in length which departs between 9 PM and 5 AM (“red-eye flight”). This restriction does not apply for red-eye flights to/from Hawaii and Alaska, however, an unaccompanied minor on a red-eye flight from Hawaii or Alaska may not connect to a domestic red-eye flight or to the last flight of the day unless it is the only flight option for the day.

D) Unaccompanied Children Ages 15-17

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

E) Unaccompanied Minor Service Charge

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

The unaccompanied minor service charge will be specified at: https://www.delta.com/content/www/en_US/traveling-with-us/special-travel-needs/children.html and is incorporated by reference.

F) Proof of Permission to Travel

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

RULE 9: SPECIALLY TRAINED SERVICE DOGS

Delta accepts for transportation, without charge, dogs trained: (1) to lead the blind, when the dog accompanies a passenger with impaired vision dependent upon such dog; (2) to assist the deaf, when the dog accompanies a passenger with impaired hearing dependent upon such dog; (3) to assist the physically and psychiatrically impaired passengers dependent upon such dog, or (4) in explosive detection or search and rescue, only when such dogs are accompanied by U.S. military and U.S. government handlers. In the cases of (1) and (2) above, Delta will also accept such dogs when accompanied by the dog’s trainer and is en-route to the domicile of the owner for completion of training. In all cases, the service dog will be permitted to accompany such passenger into the cabin but will not be permitted to occupy a seat.

RULE 10: SMOKE FREE SERVICE

Delta prohibits smoking and the use of all smokeless tobacco products (including e-cigarettes) on all flights.

RULE 11: PASSENGER MEDICAL OXYGEN

On flights operated by Delta or Delta Connection, only portable oxygen concentrators (POCs) approved by the FAA are accepted for in-flight medical oxygen. A 48-hour notice is required. Please see https://www.delta.com/content/www/en_US/traveling-with-us/special-travel-needs/disabilities.html to obtain information regarding the required medical certificate from a licensed physician and medical screening prior to flight. Medical screening service is provided by Delta at no cost to the passenger. If the passenger makes any voluntary change to his/her itinerary after completion of the medical screening, re-screening may be required. Passengers using POCs on a Delta flight must be seated in a row other than an emergency exit or bulkhead.

RULE 12: TICKETS

A) You must present a valid ticket for transportation, which entitles you to transportation only between points of origin and destination via the ticketed routing.

B) Tickets are not transferable. The purchaser of the ticket and the passenger are responsible for ensuring that the ticket accurately states the passenger’s name. Presentation of a ticket for transportation by someone other than the passenger named on the ticket renders the ticket void.

C) Tickets are valid for travel only when used in accordance with all terms and conditions of sale.

D) Where a ticket is invalidated as the result of the passenger's non-compliance with any term or condition of sale, Delta may:

1) Cancel any remaining portion of the passenger's itinerary or bookings,

2) Confiscate any unused portion of the ticket,

3) Refuse to board the passenger or check the passenger's baggage, and/or
4) 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.

E) Ticket Expiration

A ticket is valid for one year from the original date of issuance and travel must commence within this validity period. Once travel has commenced then all travel must be completed within one year from the date on which travel commenced. If a ticket is exchanged or reissued-

a) A wholly unused ticket must be exchanged within the original validity period of one year and will be given a new ticket issue date based on the date of exchange.

b) If travel has commenced then the ticket must be reissued and all travel completed within one year from the date on which travel commenced.

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

F) 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. 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).

G) External Reissue Charge

Delta will collect a nonrefundable fee of USD $50.00 for reissue by Delta of tickets originally issued in the United States or Canada by any ticketing source other than Delta, however, the charge does not apply to same day confirmed transactions, irregular operations (as designated by Delta in its sole discretion) or schedule change situations, SkyMiles upgrade reissues, tickets reissued on delta.com, or tickets issued at military or government fares. This fee applies to all changes to tickets issued at the request of the passenger.

H) Additional Ticketing Fees

In addition to the otherwise applicable fare, for tickets purchased directly from Delta Reservations in Europe, Delta will collect at the time of ticketing an additional ticketing fee, as set forth at delta.com/https://www.delta.com/content/www/en_US/traveling-with-us/baggage/before-your-trip/checked.html#DirectTicketing. 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.

I) Capacity Limitations

Delta will limit the number of passengers carried on any one flight in any fare class or cabin, and such fares and fare classes will not necessarily be available on all flights or in all markets. The number of seats which Delta makes available on a given flight is determined by Delta’s best judgment of the anticipated total passenger load on each flight.

RULE 13: CONFIRMATION OF 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 60 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. A list of airports imposing an earlier ticketing deadline is set forth at delta.com/checkin and incorporated herein by reference.

RULE 14: 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, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control.

B) The Transportation Security Agency’s (TSA) Secure Flight Program requires that Delta collect the following additional information from passengers when making a reservation to fly within, into or out of the United States and reservations for point-to-point international flights operated by U.S.-based airlines:

   1) Full Name (required), as it appears on government-issued I.D. approved for use when traveling
   2) Date of Birth (required)
   3) Gender (required)
   4) Redress Number (optional)

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

C) Failure To Appear
If you fail to appear for any flight in your itinerary without giving Delta notice in advance of the departure of the flight, Delta may cancel your reservation for all remaining flights in your itinerary.

D) Airport Check-In Time Limits

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

   Your reservation may be cancelled if you do not comply with all applicable check-in procedures by the check-in deadline for your flight, or if you are not at the gate and ready for boarding by the applicable boarding deadline. The check-in and boarding deadlines in effect on the date of travel will apply and are posted on delta.com.

2) Passenger Responsibility to Allow Sufficient Time

   You must arrive at the airport with sufficient time to comply with all check-in procedures, complete security screening, comply with all other government requirements and departure processing, and arrive at the gate by the applicable boarding deadline. Delta will not delay flights for passengers
who are not at the gate and ready to board on time, and is not liable for any loss or expense due to the passenger’s failure to comply with this provision.

**RULE 15: FARES**

A) **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 may produce a lower fare.

B) **Erroneous Fares**

Delta will exercise reasonable efforts to ensure that all fares it publishes are accurate and available for sale, but Delta, as a policy, does not file nor intend to file tickets priced at a zero fare or that are erroneous or reasonably apparent as erroneous. If 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, at the purchaser’s option, to reissue the ticket for the correct fare. In this event, Delta will also reimburse any reasonable, actual, and verifiable out-of-pocket expenses incurred by the purchaser in reliance upon the ticket purchase. The purchaser must provide receipts or other evidence of such actual costs incurred in support of any reimbursement request.

C) **Circumvention of Published Fares**

Delta prohibits ticketing practices intended to circumvent the published fare that Delta intends to offer for your true itinerary. These practices include, but are not limited to:

1) **Back to Back Ticketing** - The purchase or usage of two or more tickets issued at round trip fares, or the combination of two or more round trip fares end to end on the same ticket for the purpose of circumventing minimum stay requirements.

2) **Throwaway Ticketing** - The purchase or usage of round trip fares for one way travel.

3) **Hidden City/Point Beyond Ticketing** - The 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.

D) When the fare between any 2 points is not specifically published via the desired routing, the fare will be constructed by combining two or more separate fares, 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 combined fare will not exceed the lowest fare determined in accordance with this rule and the applicable fare rules. Delta’s direct sales channels will offer customers the lowest applicable published 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. Please note that Delta will quote lowest published fare that we offer for the specific airports and type of itinerary that you request. We do not search for or quote fares for other itineraries, including by combining one-way or other fares. Fares not accessible directly from Delta 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.

E) **Duplicate, Fictitious and impossible/illogical bookings**

Delta prohibits duplicate, impossible, or fictitious bookings, including but not limited to multiple
conflicting itineraries for the same passenger on the same day or bookings with connections that depart before the arrival of the inbound flight. Delta reserves the right to cancel any such booking which has not been ticketed, and to cancel and refund any such booking which is ticketed at a refundable fare.

RULE 16: TRAVEL DOCUMENTS, TOURIST CARDS, AND TRAVEL TAXES AND EXPENSES

A) COMPLIANCE WITH APPLICABLE LAWS

The passenger shall comply with all laws, regulations, orders, demands, or travel requirements of countries to be flown from, into, or through, and with Applicable Laws. Carrier is not liable for any assistance, instructions, or information given by Carrier to any passenger in obtaining necessary documents or complying with Applicable Laws, whether given orally or in writing, or for the consequences resulting from passenger’s failure to obtain such documents or to comply with Applicable Laws.

B) PASSPORTS AND VISAS

1) Each passenger desiring transportation across any international boundary will be responsible for obtaining all necessary travel documents and for complying with all government travel requirements. The passenger must present all exit, entry and other documents required by the Applicable Laws, and, unless Applicable Laws do not permit it, shall indemnify the Carrier for any loss, damage, or expense suffered or incurred by the Carrier from passenger's failure to do so. Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision. Carrier reserves the right to refuse carriage to any passenger who has not complied with Applicable Laws, regulations, orders, demands, or requirements or whose documents are not complete. No Carrier shall be liable for any aid or information given by any agent or employee of such Carrier to any passenger in connection with obtaining such documents or complying with such laws, whether given orally or in writing or otherwise.

2) Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever Carrier, on government order, is required to return a passenger to his point of origin or elsewhere due to the passenger's inadmissibility into or deportation from a country, whether of transit or of destination. The fare applicable will be the fare that would have been applicable had the original ticket designated the revised destination on the new ticket. Any difference between the fare so applicable and the fare paid by the passenger will be collected from or refunded to the passenger as the case may be. Carrier may apply to the payment of such fares any funds paid by the passenger to Carrier for unused carriage, or any funds of the passenger in the possession of Carrier. The fare collected for carriage to the point of refusal or deportation will not be refunded by the Carrier, unless the law of such country requires that such fare be refunded.

3) Passenger Transiting Without VISA (TRWOV) - Service Charge (Applicable to passengers traveling under the Transit Without Visa Agreement): A passenger transiting a point in the U.S.A. without a Visa will be assessed a service charge of USD 25.00 or its equivalent converted at the applicable Banker's Rate when Delta is the Carrier providing the passenger with transportation to the U.S.A. NOTE: The service charge will be collected upon passenger check in at the last stopover point prior to arrival in the U.S.A. or if there is no stopover, the point of origin.

C) CUSTOMS INSPECTION

If required, the passenger must be present for the inspection of his baggage, checked or unchecked, by customs or other government officials. Carrier is not responsible to the passenger if he or she fails to be present during the inspection. Passenger shall indemnify Carrier for any loss or damage resulting to
Carrier due to passengers’ failure to comply with or be present for such inspection.

D) GOVERNMENT REGULATION

Carrier is not liable if it determines in good faith that Applicable Law requires that it refuse to carry a passenger.

E) TAXES & OTHER GOVERNMENT OR AIRPORT-IMPOSED FEES OR CHARGES

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

F) MEALS, HOTELS, AND OTHER TRAVEL ARRANGEMENTS

Unless your ticket expressly includes meals, ground transportation, or other travel arrangements, your fare does not include these services or any other expenses you may incur during your travel – including hotel, ground transportation, or meals. If Delta assists you with making any arrangements for these services, it is only as your agent, and Delta is not liable for any loss, damage or expense you may incur in connection with these services (including any failure to provide them, or any incidents related to the services).

RULE 17: BAGGAGE

A. Checked and Carry-On Baggage Policies and Restrictions

Ticketed passengers may check baggage and carry baggage on board Delta aircraft, subject to this rule. Delta’s baggage policies and baggage fees are available at www.delta.com/bags and are incorporated by reference as if set forth in this contract of carriage. These policies restrict the quantity, size, number and weight of baggage (both checked and unchecked), describe any applicable baggage embargoes, and govern the carriage of hazardous and dangerous goods and special items (such as sporting equipment, medical equipment and mobility aids, musical instruments, and fragile and perishable items).

B. Baggage Liability

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

Delta’s liability for loss, damage, or delay in the delivery of a passenger’s checked baggage, carry-on baggage, or other personal property tendered to Delta in connection with air transportation on Delta shall be limited to proven damage or loss and shall be governed by Rule 18 of these Conditions of Carriage (Liability of Carriers).

2. Preexisting Damage/ Ordinary Wear and Tear

Delta is not liable for preexisting damage or for wear and tear resulting from ordinary handling of baggage.

3. 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.

C. Acceptance of In-Bond Baggage

Subject to advance arrangements being made with the Carrier, in-bond baggage transported at passenger
request for their convenience, will be subject to a processing fee of USD 50.00 or its equivalent converted at the applicable Banker's Rate for each piece. For the purpose of this rule, in-bond baggage will be defined as baggage transported into the U.S. from a point outside the country that:

(1) Is placed in DL's custody by custom for:
   (a) transport to the passenger's U.S. airport of destination of the nearest custom's facility for customs inspection, or
   (b) transport to the passenger's U.S. port of departure from a point outside the U.S., or
   (c) export to a point outside the U.S. from the passenger's port of entry.

(2) must remain inaccessible to the passenger.
(3) must be delivered into customs, custody for clearance to the passenger
(4) normal baggage/liability rules apply.

RULE 18: LIABILITY OF CARRIERS; CODESHARE RULES

A) SUCCESSIVE CARRIERS- If one or more successive Carriers are operating flights under a single ticket, or under a Conjunction Ticket, the flights will be deemed a single operation.

B) LAWS AND PROVISIONS APPLICABLE
   1) The Carrier shall be liable under Article 17 of the Warsaw Convention or Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:
      a) The Carrier shall not be able to exclude or limit its liability for damages not exceeding 128,821 Special Drawing Rights for each passenger.
      b) The Carrier shall not be liable for damages to the extent that they exceed 128,821 Special Drawing Rights for each passenger if the Carrier proves that:
         1) such damage was not due to the negligence or other wrongful act or omission of the Carrier or its servants or agents; or
         2) such damage was solely due to the negligence or other wrongful act or omission of a third party.
      c) The Carrier reserves all other defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention except that the Carrier shall not invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with paragraphs (1) and (2) hereof.
      d) With respect to third parties, the Carrier reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
      e) The Carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the passenger.
   2) In cases of bodily injury or death, the Carrier shall make an advance payment where the Carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:
      a) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the Carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the Carrier in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 Special Drawing Rights, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the Carrier in its sole discretion.
      b) The Carrier shall make the advance payment as an advance against the Carrier's liability under the Warsaw Convention, or the Montreal Convention, whichever may apply. An advance
payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation.

c) The Carrier, in making an advance payment, does not waive any rights, defenses, or limitations available under the Warsaw Convention, or the Montreal Convention, whichever may apply, to any claim on behalf of the passenger, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.

d) The Carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be voluntary contribution or contractual payment on the part of the Carrier.

e) The Carrier may recover an advance payment from any person where it is proven that the Carrier is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.

3) The Carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:

a) The Carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.

b) Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of the Carrier are not servants or agents of the Carrier, and the Carrier is not liable to the extent the delay is caused by these kinds of facilities or personnel.

c) Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply. They include foreseeable compensatory damages sustained by a passenger and do not include mental injury damages.

d) The Carrier reserves all defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention. Under the Montreal Convention, the liability of the Carrier for damage caused by delay is limited to 5,346 Special Drawing Rights per passenger. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

4) The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:

a) Except as provided below, the liability of the Carrier is limited to 1288 Special Drawing Rights for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply. Unless the passenger proves otherwise:

1) all baggage checked by a passenger shall be considered to be the property of that passenger;
2) a particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one passenger; and
3) unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.

b) Normal carrier limit of liability will be waived for substantiated claims involving loss, damage, or delay in delivery to mobility aids such as wheelchairs, walkers, crutches, scooters and other mobility aid, when such items have been accepted into the care of the carrier as checked baggage or otherwise. The liability of carrier for substantiated claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise, is based on the cost of the repair or replacement value of the
mobility aid. For damaged or delayed wheelchairs, walkers, crutches, scooters and other mobility aids if a damaged aid can be repaired, carrier will arrange, at its expense, for the prompt and adequate repair of the aid and for its return to the passenger as soon as reasonably possible. Carrier will use reasonable efforts to obtain a temporary without undue delay while the passenger's mobility aid is being repaired or returned.

c) In the case of unchecked baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.

d) The Carrier is not liable for destruction, loss, damage, or delay of baggage not in the charge of the Carrier, including baggage undergoing security inspections or measures not under the control and direction of the Carrier.

e) The Carrier reserves all defenses and limitations available under the Warsaw Convention, and the Montreal Convention, whichever may apply to such claims including, but not limited to, the defense of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Article 22(2) and (3) of the Warsaw Convention in a manner inconsistent with paragraph 4(a) hereof. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

5) Under the Warsaw Convention and the Montreal Convention, whichever may apply, an action for damages must be brought within two years, and a complaint must be made to the Carrier within seven calendar days in the case of damage to baggage, and 21 calendar days in the case of delay thereof.

C) LIMITATION OF LIABILITY- Except as the applicable Convention or other law may otherwise require:

1) Carrier is not liable for any death, injury, delay, loss, or other damage of whatsoever nature (hereinafter in this tariff collectively referred to as "damage") to passengers or unchecked baggage arising out of or in connection with carriage or other services performed by Carrier incidental thereto, unless such damage is caused by the negligence of Carrier. Assistance rendered to the passenger by Carrier's employees in loading, unloading, or transshipping baggage shall be considered as gratuitous service to the passenger. Carrier is not liable for damage to such unchecked baggage incurred during, or as a result of such service, irrespective of the negligence of Carrier's employees.

2) Carrier is not liable for any damage directly and solely arising out of its compliance with any laws, government regulations, orders, or requirements or from failure of passenger to comply with same, or out of any cause beyond Carrier's control.

3) Carrier is not to be liable for damage to a passenger's baggage caused by property contained in the passenger's baggage. Any passenger whose property caused damage to another passenger's baggage or to the property of Carrier shall indemnify Carrier for all losses and expenses incurred by Carrier as a result thereof.

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

5) When Carrier has exercised the ordinary standard of care, it shall not be liable for spoilage resulting from delay in delivery of any perishables described in Rule 17 (BAGGAGE REGULATIONS), nor for damage to, or damage caused by, fragile articles described in Rule 17 which are unsuitably packed and which are included in a passenger's checked baggage without Carrier's knowledge. Carrier shall not be liable for the damage, or delay in delivery of a passenger's checked baggage and property accepted pursuant to the execution of a Limited Liability Release form to be provided by Delta, to the extent that such release relieves Carrier of liability

6) Carrier may refuse to accept any articles that do not constitute baggage as such term is defined herein, but if delivered to and received by Carrier, such articles shall be deemed to be within the baggage valuation and limit of liability, and shall be subject to the published rates and charges of Carrier.

7)
a) Liability of Carrier for damages shall be limited to occurrences where Delta is the Marketing Carrier, except in the case of checked baggage as to which the passenger also has a right of action against the first or last Carrier.

b) A Carrier issuing a ticket or checking baggage for carriage over the lines of another Carrier does so only as agent.

c) Carrier shall not be liable for death or injury of a passenger occurring on a flight where Delta is not the Marketing Carrier.

8) Carrier shall not be liable in any event for any consequential or special damage arising from carriage subject to this tariff, whether or not Carrier had knowledge that such damages might be incurred.

9) Any exclusion or limitation of liability of Carrier under this tariff or the ticket shall apply to agents, servants, or representatives of the Carrier acting within the scope of their employment and also to any person whose aircraft is used by the Carrier and its agents, servants or representatives acting within the scope of their employment.

10) The owner of a pet shall be responsible for compliance with all governmental regulations and restrictions, including furnishing valid health and rabies vaccination certificates when required. Carrier will not be liable for loss or expense due to the passenger’s failure to comply with this provision, and Carrier will not be responsible if any pet is refused passage into or through any country, state, or territory.

D) TIME LIMITATIONS ON CLAIMS AND ACTIONS

1) No action shall lie in the case of damage to baggage unless the person entitled to delivery complains to the Carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt; and in the case of delay, or loss, complaint must be made at the latest within 21 days from the date on which the baggage has been placed at his disposal (in the case of delay), or should have been placed at his disposal (in the case of loss). Every complaint must be made in writing and dispatched within the time aforesaid. Where carriage is not "international carriage" as defined in the applicable Convention, failure to give notice shall not be a bar to suit where claimant proves that
   a) it was not reasonably possible for him to give such notice, or
   b) that notice was not given due to fraud on the part of Carrier, or
   c) the management of Carrier had knowledge of damage to passenger’s baggage.

2) Any right to damages against Carrier shall be extinguished unless an action is brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

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

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

G) GRATUITOUS TRANSPORTATION

1) Gratuitous transportation by Carrier of persons as hereinafter described shall be governed by all the provisions of this rule, except subparagraph (2) below and by all other applicable rules of this tariff.
   a) Transportation of persons injured in aircraft accidents on the lines of Carrier and physicians and nurses attending such persons.
b) Transportation of persons, the object of which is that of providing relief in general epidemics, pestilence or other calamitous visitation.

c) Transportation of persons, which is required by and authorized pursuant to Part 223 of the Economic Regulations of the Department of Transportation of the United States of America.

d) Transportation of persons which is subject to the Convention.

e) Transportation of officers, employees and servants of Carrier traveling in the course of their employment and in the furtherance of Carrier's business.

2) Except in respect of gratuitous transportation of persons described in paragraph (G) (1) above, Carrier in furnishing gratuitous transportation shall not be liable (the provisions of Rule 18(B) and (C) to the contrary notwithstanding) under any circumstances whether of its own negligence or that of its officers, agents, representatives or employees, or otherwise, and the person using such free transportation on behalf of himself, his heirs, legal representative, defendants and other parties in interest, and their representatives, assignees, releases and agrees to indemnify Carrier, its officers, agents, representatives and employees from all liability (including cost and expenses), for any and all delay, and for failure to complete passage, and from any and all loss or damage to the property of such person.

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

**NOTE:** Rules stating any limitation on, or conditions relating to, the liability of Carriers for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United States, except to the extent provided in Rule 18(B)(1). Insofar as this rule states any such limitation or condition it is included herein; except to the extent provided in Rule 18(B)(1), as part of the tariff filed with governments other than the United States and not as part of this tariff filed with the Department of Transportation of the United States.

H) RULES SPECIFIC TO CODESHARE OPERATIONS

Some flight segments in your itinerary may be operated by airlines other than Delta pursuant to contractual codeshare arrangements with Delta that allow Delta to sell tickets for travel on flights operated by these Carriers (“Delta Codeshare Partners”). If you purchase a Delta ticket where Delta is the Marketing Carrier (your flight has a Delta flight number), your contract of carriage is with Delta regardless of the Operating Carrier. Notwithstanding any other provisions of this contract of carriage, the following rules will apply to flights operated by Delta Codeshare Partners:

1. **Baggage**

   For itineraries in which at least one segment is operated by a Delta Codeshare Partner, only standard-sized baggage (not to exceed a maximum outside linear dimension of 62 inches or a maximum weight of 50 lbs) will be accepted. These more restrictive rules apply throughout the whole itinerary, including flights operated by Delta. One carry-on bag not exceeding 11 pounds and 46 linear inches is also permitted.

2. **Unaccompanied Minors**

   No unaccompanied minors will be accepted.

3. **Carriage of Animals**

   No animals (other than service animals, emotional support animals, and animals owned by members of the U.S. military and their families who are traveling on active transfer orders) will be accepted. With regard to
emotional support animals, the policy of the Operating Carrier will govern. Please consult with the Operating Carrier for the applicable policy regarding acceptance and carriage of emotional support animals.

4  Check-In Requirements

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

5  Extended Tarmac Delays – Codeshare Services

In the event of extended tarmac delays on flights operated by a Delta Codeshare Partner, the contingency plan for lengthy tarmac delays of the Operating Carrier will apply.

C.  Additional Services Provided by Delta Codeshare Partners

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

RULE 19:  ELECTRONIC SURVEILLANCE

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

RULE 20:  FLIGHT DELAYS/CANCELLATIONS

A. Delta’s Liability in the Event of Schedule Changes, Delays and Flight Cancellations

If there is a flight cancellation, diversion, delay of greater than 120 minutes, or that will cause a passenger to miss connections, Delta will (at passenger’s request) cancel the remaining ticket and refund the unused portion of the ticket and unused ancillary fees in the original form of payment in accordance with Rule 23. If the passenger does not request cancellation and refund of the remaining portion of the ticket, Delta will transport the passenger to the destination on Delta’s next flight on which seats are available in the class of service originally purchased. At Delta’s sole discretion and if acceptable to the passenger, Delta may arrange for the passenger to travel on another Carrier or via ground transportation. If acceptable to the passenger, Delta may provide transportation in a lower class of service, in which case the passenger may be entitled to a partial refund. If space on the next available flight is available only in a higher class of service than purchased, Delta will transport the passenger on the flight, although Delta reserves the right to upgrade other passengers on the flight according to its upgrade priority policy to make space in the class of service originally purchased. Delta will not be liable under any circumstances for any special, incidental or consequential damages arising from the foregoing.

B. Delta’s Liability for Additional Amenities in the Event of Schedule Changes, Delays and Flight Cancellations

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

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

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

(a) Hotels

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

(b) Ground Transportation

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

San Francisco, CA (SFO)/ Oakland, CA (OAK)/ San Jose, CA (SJC)

Los Angeles,CA (LAX)/ Long Beach, CA (LGB)/ Ontario, CA (ONT)/ Santa Ana, CA (SNA)

Denver, CO (DEN)/ Colorado Springs (COS)

O’Hare – Chicago, IL (ORD)/ Midway – Chicago, IL (MDW)

Dallas-Ft. Worth, TX (DFW)/ Dallas, TX Love Field (DAL)

Bush Intercontinental – Houston, TX (IAH)/ Hobby – Houston, TX (HOU)

Fort Lauderdale, FL (FLL)/ Miami, FL (MIA)/ West Palm Beach, FL (PBI)

Baltimore, MD (BWI)/ National – Washington, DC (DCA)/ Dulles – Washington, DC (IAD)

Newark, NJ (EWR)/ LaGuardia – New York, NY (LGA)/ John F. Kennedy – New York, NY (JFK)

Orlando, FL (MCO)/ Tampa, FL (TPA)/ Daytona Beach, FL (DAB)/ Melbourne, FL (MLB)/ Sarasota Bradenton, FL (SRQ)

(c) Additional Amenities

Delta will provide such additional or alternative 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 21: 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 will be determined in Delta’s sole discretion.

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

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

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

2) Passengers With Boarding Passes
Subject to the terms set forth in Rule 21(c)(1) and (4), passengers holding boarding passes who check in and present themselves at the departure gate in compliance with Rule 14 will be accommodated before passengers traveling in the same cabin who have not been issued boarding passes or who fail to comply with applicable check-in requirements. Subject to the availability of seats on the aircraft, boarding passes may be obtained by passengers who hold tickets for confirmed reserved space in the following manner:

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

b) for passengers traveling on electronic tickets, through a Delta airport kiosk within four hours of scheduled departure

c) from a Delta airport ticket counter and/or the check-in desk located in the departure area.
3) **Passengers Without Boarding Passes**

Passengers with confirmed reservations who have not been issued a boarding pass and present themselves at the departure gate in compliance with Rule 14 will be accommodated according to the following priority rules:

a) Passengers who have been rebooked to the present flight as a result of an irregular operation (e.g., delay, cancellation) of a previously booked flight.

b) SkyMiles members identified with a Silver Medallion (“FO”) elite-status designation.

c) Passengers with a SkyTeam Elite or Elite Plus status.

d) Passengers without any elite-status designation.

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

4) **Special Needs Passengers**

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

D) **Transportation For Passengers Denied Boarding**

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

1) **Next Available Flight**

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

2) **Transportation on Other Airlines**

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

3) **Overnight Stay Required**

   If the transportation provided to a passenger pursuant to this section requires that the passenger stay overnight before continuing his/her travel, Delta will provide hotel accommodations to the passenger at no additional cost. If hotel accommodations are unavailable, Delta will compensate the passenger with a credit voucher valid for future purchases from Delta in an amount commensurate in value with the local average contracted hotel rate up to $100 USD, to be determined by Delta.

E) **Compensation For Involuntary Denied Boarding**

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

1) Conditions For Payment of Involuntary Denied Boarding Compensation
The passenger shall not be entitled to any compensation for involuntary denied boarding if:

a) Passenger’s Failure to Comply with Contract of Carriage
The passenger has not complied fully with Delta’s contract of carriage or tariff provisions regarding ticketing, reconfirmation, check-in, or acceptability for transportation.

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

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

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

F) Amount of Involuntary Denied Boarding Compensation
If all conditions for compensation are met, then Delta shall pay compensation to passengers involuntarily denied boarding in an amount to be calculated as follows:

1) When Delta arranges Qualifying Alternative Transportation
If Delta arranges Qualifying Alternative Transportation, then Delta will pay denied boarding compensation in an amount equal to 200% of the fare (including any surcharges and air transportation taxes) to the passenger’s next Stopover, or if none, to his/her final destination, but no more than $675.00.

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

G) Time of Payment for Involuntary Denied Boarding Compensation
If all conditions for compensation are met, Delta will pay any involuntary denied boarding compensation 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.

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

**RULE 22: REROUTING**

**A. General Provisions**

1. **Fare Applicable To Rerouting Or Change In Destination**
   a. Unless otherwise specified in the fare rule, a passenger may change the routing, destination, Carrier(s), class of service, or dates of travel specified on an unused ticket in accordance with paragraph 2) below, provided that, after transportation has commenced, a one-way ticket will not be converted into any other type of ticket (such as a round-trip, circle-trip or open-jaw trip ticket).

   b. Except as otherwise provided, the fares and charges applicable, when a rerouting or change in ultimate destination is made at passenger's request prior to arrival at the ultimate destination named on the original ticket, shall be the applicable fare and charges for the entire revised itinerary in effect on the date that the rerouting or change in ultimate destination is entered on the passenger's new ticket.

   c. Rule 12(E) applies for validity of voluntarily exchanged/reissued tickets.

2. **Fare Applicable To Upgrading Class Of Service While In Flight**

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

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

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

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

**B. Ticket reissue procedures**

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

   For nonrefundable fares:
   - If the value of the new ticket is lower than the ticket being reissued, the difference in ticket price, less the change fee, will be provided to the passenger in the form of a non-refundable Delta travel voucher at the time of reissue.
- If the value of the new ticket is equal to or higher than the ticket being reissued, the change fee and any difference in fare will be collected at the time of reissue.

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

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

1. Unused tickets  
   a. When making changes to the outbound portion of an unused ticket, Delta will cancel the itinerary and start over, issuing a new ticket using current fares subject to all applicable fare rules. If the unused fare is nonrefundable, the value of the original ticket, less the change fee, may be applied toward the purchase of the new ticket. If the unused fare is refundable, the value of the original ticket may be applied toward the purchase of a new ticket.
   
   b. When making changes to the continuing/return portion of unused tickets, Delta will apply one of the following procedures resulting in the lowest fare:
      i. Attempt to keep the fares as ticketed, using historical fares in effect on the date of the original ticket issue date and maintaining the original fares and origin/destination for all fare components. Delta will validate all fare rules at the time of reissue.
      - OR -
      ii. Reprice the itinerary using historical fares in effect on the date of the original ticket issue date, validating all fare rules and booking code provisions at the time of reissue with no changes to the first fare component.
      - OR -
      iii. Cancel the itinerary and start over, issuing a new ticket using current fares with all fare rules validated. If the unused fare is nonrefundable, the value of the original ticket less the change fee may be applied toward the purchase of a new ticket. For refundable fares, the value of the original ticket may be applied toward the purchase of a new ticket.

2. Partially Used Tickets  
   a. When making changes to partially used tickets, Delta will apply one of the following procedures resulting in the lowest fare:
      i. Attempt to keep the fares as ticketed using historical fares in effect on the date of the original ticket issue date and maintaining the original fares and origin/destination for all fare components. No changes are permitted to fully flown fare components, and Delta will validate all fare rules at the time of reissue.
      - OR -
      ii. Reprice the itinerary using historical fares in effect on the date of the original ticket issue date, validating all fare rules and booking code provisions at the time of reissue with no changes to fully flown fare components. The new ticket may be a lower or equal or higher value than the previous ticket.
      - OR -
      iii. Reprice the itinerary, replacing the fares of the flown fare components with historical fares in an equal or the next available higher booking. The value of the replacement fare component for the flown fare may be lower than, equal to, or higher than the value of the original ticketed fare component. Replace the unflown fare components using historical fares using lower, equal or the next available higher booking class. The unflown fare component may be in a lower, equal or next available higher booking class and/or value. No changes are permitted to the fare break points of the fully flown fare components and the historical fares are those in effect on the
date of the original ticket issue date. Delta will validate all fare rules at the time of reissue. The new ticket may be a lower or equal or higher value than the previous ticket. The Carrier will use the following booking class hierarchy (displayed from highest to lowest) when replacing fares for flown fare components:

- First Class – F
- Delta One – J C D I Z
- Delta Premium Select - P A G
- Delta Comfort Plus –W S
- Main Cabin – Y B M H Q K L U T X V
- Basic Economy - E

-OR-

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

RULE 23: REFUNDS

A. Involuntary Refunds

If a refund is required because of Delta’s failure to operate on schedule or refusal to transport (except as a result of passenger’s failure to comply with the contract of carriage), the following refund will be made directly to you:

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 total 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. Voluntary Refunds

1. Nonrefundable Tickets

Most tickets issued by Delta are nonrefundable. Delta will not refund any portion of a fare, fee or surcharge that is nonrefundable. Delta will refund taxes, fees or charges collected upon nonrefundable tickets for international carriage only where required by law or where such taxes were collected in error and the passenger submits evidence of exemption from the tax, fee or charge to Delta in connection with a timely refund request. No request for a refund of taxes, fees, or charges will be processed unless a request for the
refund is received by Delta on the written or electronic forms provided by Delta within one year of the date of ticket issuance. A refund of taxes, fees, or charges will cancel any remaining credit or value on the applicable ticket. 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, or to upgrade or downgrade those tickets after purchase, as set forth in the applicable fare rule. Delta may charge an administrative service charge for processing any permitted changes to nonrefundable tickets, which will be deducted from any credit toward the purchase of future travel on Delta, or collected at the time the change is processed, as applicable.

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 upon request. When a passenger is unable to travel due to the death of a member of his/her immediate family (traveling or not) or traveling companion, Delta may waive certain fare restrictions in accordance with its written policy. A death certificate/obituary notice to support the request must be submitted in all cases and is subject to verification by Delta.

If the passenger is unable to travel due to his/her illness or physical incapacity, Delta may waive certain fare restrictions in accordance with its written policy. This also applies to the immediate family (traveling or not) and traveling companion. The illness or physical incapacity must be certified in writing by a physician on his/her letterhead stationery verifying that the passenger could not travel on the date of travel because of illness or physical incapacity.

2. **Fully Refundable Tickets**

If your ticket was purchased at a fare that is fully refundable, Delta will issue a refund of any unused refundable portion of your ticket at your request. You must surrender any unused portion of the ticket at the time of the refund request. 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. 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 an amount equal to (a) the total fare and all taxes, fees or charges paid, minus (b) the fare and taxes, fees or charges for the used portion of the ticket.

C. **Time Limit for Refund Requests**

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, if cash is accepted by Delta, 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. Tickets charged under a UATP (universal air travel plan) will be refunded to the subscriber against whose account the ticket was charged.

4. Tickets issued against governmental transportation requests shall be issued as required by applicable government regulation.
5. Tickets paid with any other form of payment will be issued back to the original form of payment.

6. All refunds will be subject to government laws, rules, regulations, or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made.

7. Voluntary refunds of tickets purchased in currency other than U.S. dollars shall be made in the currency of the original purchase and in the country where such purchase was made. Voluntary refunds of tickets purchased in U.S. dollars may be made in U.S. dollars or local currency in any country, provided such refund is not prohibited by applicable law.

8. Involuntary refunds of tickets shall be made in the currency used for such purchase and in the country where such purchase was made, whenever possible. Upon the request of the passenger and where permitted by Applicable Law, Delta may in its sole discretion elect to issue the involuntary refund in USD currency or the currency of the country where the passenger is located at time of request.

E. Overcharges

No claims for overcharge shall be valid and DL shall have no liability if claim is more than 45 days after the date of issue of the ticket.

F. No Refund on Tickets Used as Evidence of Return Travel

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

RULE 24: CURRENCY; DECLINED OR DISPUTED FORMS OF PAYMENT

Except as otherwise provided, all fares and charges are stated in dollars and cents of the lawful currency of the United States. Except as set forth in this contract of carriage, a passenger is liable for the entire ticket price and fees for an issued ticket, notwithstanding any dispute, chargeback or declined form of payment. Delta reserves the right to collect all such amounts at any time, including after transportation has been provided.

RULE 25: LIMITATION OF LIABILITY

INTERNATIONAL TRAVEL ON DELTA IS SUBJECT TO THE RULES RELATING TO LIMITATIONS OF LIABILITY AND ALL OTHER PROVISIONS OF THE WARSAW CONVENTION AND MONTREAL CONVENTION, AS AMENDED. FOR INFORMATION ON DELTA’S LIABILITY UNDER THE WARSAW CONVENTION AND MONTREAL CONVENTION, SEE RULE 18 OF THESE CONDITIONS OF CARRIAGE.

RULE 26: GOVERNING LAW; ENTIRE AGREEMENT

Any and all matters arising out of or relating to this Contract of Carriage and/or the subject matter hereof shall be governed by and enforced in accordance with the laws of the United States of America and, to the extent not preempted by Federal law, the laws of the State of Georgia without regard to conflict of law principles, regardless of the legal theory upon which such matter is asserted. This Contract of Carriage, including the Ticket and Fare Rules, represents the entire agreement between the parties relating to transportation by Carrier, and shall supersede all prior representations, understandings or agreements pertaining thereto, either
oral or written. No other covenants, warranties, undertakings or understandings may be implied, in law or in equity.

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

The official text of this Contract of Carriage shall be the English language, and any interpretation or construction of this Agreement shall be based thereon. If this Contract of Carriage or any documents or notices relating to it are translated into another language the English version shall be controlling in the event of discrepancy between the two.

Delta shall not be liable for any punitive, consequential or special damages arising out of or in connection with carriage or other services performed by Delta, whether or not Delta had knowledge that such damage might be incurred. Delta shall not be liable for any damage arising out of its compliance with any laws, government regulations, orders, rules, requirements or security directives or as a result of a passenger’s failure to comply with such laws, government regulations, orders, rules, requirements or security directives or as a result of Passenger’s reliance on advice provided by Delta regarding such laws, regulations, orders, rules, requirements or security directives.

Election or failure by Delta to enforce any provision of the contract of carriage shall not constitute a waiver of its rights and remedies with regard to such provision or any other provision.

**RULE 27: GEOGRAPHY AND COUNTRY-SPECIFIC PROVISIONS**

In addition to the provisions set forth in these Conditions of Carriage, additional rules may apply to residents and citizens of certain countries which supplement each of Delta’s and the passengers obligations in these Conditions of Carriage. These provision are set forth at: [HTTPS://WWW.DELTA.COM/CONTENT/WWW/EN_US/LEGAL/LEGAL-NOTICES.HTML](https://www.delta.com/content/www/en_us/legal/legal-notices.html)


B. ARBITRATION AND ALTERNATIVE DISPUTE RESOLUTION IN GERMANY

1) Delta Air Lines participates in conciliation proceedings before the arbitration body söp (Schlichtungsstelle für den öffentlichen Personenverkehr e.V.).

2) The conciliation proceedings apply in the following cases:

   - cancellation of flights
   - delay of flights
   - denied boarding
   - involuntary downgrading in a lower class
   - delay/damage/destruction/loss of luggage
   - breach of duties when carrying disabled passengers or passengers with reduced mobility

3) The conciliation proceedings can be commenced under the following conditions:
- Your flight was a private flight and not a business trip.
- You have already put forward your claim towards Delta Air Lines but you were not satisfied with Delta Air Line’s response or Delta Air Lines did not reply to you within 2 months.
- Your claim amounts to at least € 10.00 and not more than € 5,000.00.
- Your claim is not pending in court and was never pending in court.
- Your claim was not settled amicably, neither in a court proceeding not before any arbitration body nor between you and Delta Air Lines directly.

4) The contact details of söp are:

söp_Schlichtungsstelle für den öffentlichen Personenverkehr e.V.
Fasanenstraße 81
10623 Berlin

www.soep-online.de

C. FRENCH RESIDENTS – REFUND OF INTERNATIONAL DEPARTURE TAXES AND FEES

If the passenger fails to depart on his or her international flight, Delta will refund the applicable international departure taxes/fees related to the unused portion of the ticket upon request. The refund will be credited, at no charge to the passenger, within thirty days of the refund request provided that the request for refund is received by Delta the written or electronic forms provided by Delta in the conditions provided in Rule 23.

On non-refundable tickets, the passenger retains a credit for any unused travel segments for the remainder of the ticket validity period in the conditions provided in Rule 12. This residual ticket value can be applied to the purchase of a future ticket within the ticket validity period, subject to any applicable ticket change fees and fare difference as described in Rule 23. However, in case of tax refund request, any residual ticket value will be forfeited upon refund of the international departure taxes/fees.

D. CANADA RESIDENTS – INTERLINE BAGGAGE RULES

1. Interline Baggage Acceptance

Definitions

"Airline Designator Code" is an identification code comprised of two-characters which is used for commercial and traffic purposes such as reservations, schedules, timetables, ticketing, tariffs and airport display systems. Airline designators are assigned by IATA. When this code appears on a ticket, it reflects the Carrier that is marketing the flight, which might be different from the Carrier operating the flight.

"Baggage Rules" are the conditions associated with the acceptance of baggage, services incidental to the transportation of baggage, allowances and all related charges.

"Down Line Carrier" is any Carrier, other than the Selecting Carrier, who is identified as providing interline transportation to the passenger by virtue of the passenger’s ticket.

"Most Significant Carrier (MSC)" is determined by a methodology, established by IATA (Resolution 302), which establishes, for each portion of a passenger’s itinerary where baggage is checked through to a new stopover point, which Carrier will be performing the most significant part of the service. For travelers under the Resolution 302 system, the baggage rules of the MSC will apply. For complex itineraries involving multiple checked baggage points, there may be more than one MSC, resulting in the application of differing baggage rules through an itinerary.

"Most Significant Carrier (MSC) – IATA Resolution 302 as conditioned by the CTA" is determined by applying IATA Resolution 302 methodology as conditioned by the CTA. The CTA’s reservation has stipulated that only

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a single set of baggage rules may apply to any given interline itinerary. The aim of the Agency’s reservation is to allow the Selecting Carrier to use the MSC methodology to determine which Carrier’s baggage rules apply to an international interline itinerary to or from Canada, while reinforcing the role of tariffs in the determination of which Carrier’s rules apply. "Participating Carrier(s)" include both the Selecting Carrier and Down Line Carriers who have been identified as providing interline transportation to the passenger by virtue of the passenger’s ticket. "Selected Carrier" is the Carrier whose baggage rules apply to the entire interline itinerary. "Selecting Carrier" is the Carrier whose designator code is identified on the first flight segment of the passenger’s ticket at the beginning of an interline itinerary issued on a single ticket whose origin or ultimate destination is in Canada. "Interline agreement" is an agreement between two or more Carriers to co-ordinate the transportation of passengers and their baggage from the flight of one Carrier to the flight of another Carrier (through to the next point of stopover). "Interline itinerary" means all flights reflected on a single ticket involving multiple Carriers. Only travel on a single ticket is subject to the Agency’s approach provided the origin or the ultimate ticketed destination is a point in Canada. "Interline travel" is travel involving multiple Carriers listed on a single ticket that is purchased via a single transaction. "Single ticket" is a document that permits travel from origin to destination. It may include interline/code-share and intra-line segments. It may also include end-to-end combinations (i.e., stand-alone fares that can be bought separately but combined together to form one price). "Summary page at the end of an online purchase" is a page on a Carrier’s Web site which summarizes the details of a ticket purchase transaction just after the passenger has agreed to purchase the ticket from the Carrier and has provided a form of payment. "Ultimate ticketed destination": in situations where a passenger’s origin is a non-Canadian point and the itinerary includes at least one stop in Canada, as well as at least one stop outside of Canada. If the stop in Canada is the farthest checked point and the stop is more than 24 hours, the Agency would consider the ultimate ticketed destination to be Canada. This rule is applicable to all interline itineraries issued on a single ticket whose origin or ultimate ticketed destination is in Canada. It establishes how the Carrier will determine which Carrier’s baggage rules apply to any passenger's entire interline itinerary. For the purposes of interline baggage acceptance:

i. the Carrier whose designator code is identified on the first segment of the passenger’s interline ticket will be known as the Selecting Carrier.

ii. any Carrier who is identified as providing interline transportation to the passenger by virtue of the passenger’s ticket will be known as a “Participating Carrier”.

Baggage Rule Determination by Selecting Carrier

The Selecting Carrier will either (1) select and apply its own baggage rules as set out in its tariff to the entire interline itinerary or (2) select the Most Significant Carrier, as determined by IATA Resolution 302 and conditioned by the Canadian Transportation Agency, in order for that Carrier’s baggage rules, as established in its tariff, to apply to the entire interline itinerary. The Carrier identified by Selecting Carrier will be known as the “Selected Carrier.”

When Delta Air Lines is the Selecting Carrier, Delta Air Lines will select the Most Significant Carrier, as determined by IATA Resolution 302 and conditioned by the Canadian Transportation Agency, in order for that Carrier’s baggage rule, as established in its tariff, to apply to the entire interline itinerary.

Each Operating Carrier’s carry-on baggage allowances will apply to each flight segment in an interline itinerary. Notwithstanding, the carry-on baggage charges that will apply to the entire interline itinerary will be those of the Selected Carrier.

Baggage Rule Application by Participating Carrier

Where Delta Air Lines is not the Selected Carrier on an interline itinerary but is a Participating Carrier that is
providing transportation to the passenger based on the ticket issued, Delta Air Lines will apply as its own the baggage rules, with the exception of rules as to the acceptance of pets as checked baggage, of the Selected Carrier throughout the interline itinerary. As to the acceptance of pets as checked baggage, Delta’s rules will apply.

E. CHINA RESIDENTS AND VISITORS – CONSUMER COMPLAINTS

In compliance with applicable law, passengers originating from or connecting through the People’s Republic of China may direct any complaints or inquiries to wecare@delta.com or the Delta Customer Care phone number: 400-120-2364 (China) or (800)221-1212 (USA).