



# PILOTS DISABILITY BENEFITS HANDBOOK

## DELTA PILOTS DISABILITY AND SURVIVORSHIP PLAN

Summary Plan Description (SPD) for Maternity Leave,  
Temporary Disability and Long-Term Disability Benefits  
Updated April 1, 2018

**WINNING TOGETHER**  
GETTING BACK ON YOUR FEET

# TABLE OF CONTENTS

|  |    |
|--|----|
| INTRODUCTION AND PLAN INFORMATION.....                           | 1  |
| Plan Information and Notice .....                                | 1  |
| Updates .....  | 1  |
| Notice of Company Rights .....                                   | 2  |
| Effective Date .....   | 2  |
| Obtaining a Printed Copy of This Handbook .....                  | 2  |
| Other Information .....  | 2  |
| SUMMARY OF CHANGES .....   | 3  |
| PLAN OVERVIEW .....  | 4  |
| The Plan at a Glance .....                                       | 4  |
| Accident Leave and Sick Leave.....                               | 4  |
| ELIGIBILITY AND ENROLLMENT.....                                  | 5  |
| Eligibility for Maternity Leave and Disability Benefits.....     | 5  |
| Enrollment .....   | 7  |
| Cost of Coverage.....  | 7  |
| MATERNITY LEAVE BENEFITS.....                                    | 8  |
| TEMPORARY DISABILITY .....                                       | 10 |
| How Temporary Disability Works.....                              | 10 |
| How To Calculate Your TD Benefit .....                           | 11 |
| How Benefits Are Paid.....                                       | 14 |
| Additional TD Provisions.....                                    | 15 |
| When TD Benefit Payments End .....                               | 17 |
| LONG-TERM DISABILITY .....                                       | 19 |
| How Long-Term Disability Works.....                              | 19 |
| Procedure for Pilots to Report Earned Income .....               | 24 |
| How Benefits Are Paid.....                                       | 25 |
| New Disabilities While Continuously Receiving LTD Benefits ..... | 25 |
| Separate Periods of Disability .....                             | 26 |
| When LTD Benefit Payments End.....                               | 28 |

|  |    |
|--|----|
| ENHANCED DISABILITY BENEFITS.....                          | 30 |
| Eligibility for Enhanced Disability Benefits.....          | 30 |
| Enhanced Disability Account .....                          | 30 |
| How to Calculate Your Enhanced Disability Benefit.....     | 31 |
| When Enhanced Disability Benefits Payments End .....       | 31 |
| TOP-UP DISABILITY BENEFITS FOR PRE-MERGER NWA PILOTS ..... | 32 |
| Eligibility for Top-Up Disability Benefits .....           | 32 |
| NWA Sick Bank Hours .....                                  | 32 |
| How to Calculate Your Top-Up Disability Benefit .....      | 32 |
| When Top-Up Disability Benefits Payments End.....          | 33 |
| BENEFIT LIMITATIONS.....                                   | 34 |
| STATE DISABILITY PLANS .....                               | 35 |
| RECOVERY OF OVERPAYMENTS .....                             | 37 |
| APPLYING FOR BENEFITS .....                                | 38 |
| Temporary Disability.....                                  | 38 |
| Long-Term Disability.....                                  | 39 |
| Claims Review .....  | 40 |
| Initial Approval Process.....                              | 40 |
| RETURNING TO WORK .....                                    | 43 |
| OTHER DELTA BENEFITS .....                                 | 44 |
| Health and Welfare Benefits.....                           | 44 |
| Voluntary Insurance .....                                  | 45 |
| Passes .....   | 46 |
| Pilots Savings Plan .....                                  | 46 |
| Your Rights Under the Family and Medical Leave Act.....    | 47 |
| APPEALS .....  | 48 |
| If Your Benefit Claim Is Denied .....                      | 48 |

|  |    |
|--|----|
| PLAN ADMINISTRATION AND LEGAL RIGHTS .....   | 51 |
| Plan Name.....   | 51 |
| Type of Plan and Administration .....  | 51 |
| Plan Sponsor/Employer/EIN and Plan Identification Number .....   | 51 |
| Labor Organization Members Covered by the Plans.....   | 51 |
| Agent for Service of Legal Process .....   | 52 |
| Plan Year .....  | 52 |
| Plan Administrator.....  | 52 |
| Discretionary Authority of the Plan Administrator and the Claims Administrator .....   | 53 |
| Plan Fiduciaries .....   | 53 |
| Source of Contributions and Funding .....  | 53 |
| Organizations That Accumulate Assets or Provide Benefits.....  | 54 |
| Plan Trustee .....   | 54 |
| Electronic Media.....  | 54 |
| Assignment of Benefits .....   | 54 |
| Misstatement in Application for Benefits.....  | 54 |
| Assistance in Reading the English Language .....   | 54 |
| Statement of ERISA Rights.....   | 55 |
| TERMS TO KNOW .....  | 57 |
| WHERE TO GET MORE INFORMATION .....  | 61 |
| APPENDIX A — Summary Plan Description for the Northwest Airlines Long Term Disability Plan for Pilot Employees Portion of the Delta Pilots Disability and Survivorship Plan ("NWA LTD PLAN") ..... | 64 |
| Eligibility for NWA LTD Plan Benefits .....  | 64 |
| Amount of LTD Benefits from the NWA LTD Plan .....   | 66 |
| When NWA LTD Plan Benefits Begin & End .....   | 68 |
| Applying for NWA LTD Plan Benefits.....  | 68 |
| Claims & Appeals .....   | 68 |
| When Participation in the NWA LTD Plan Ends.....   | 70 |

# INTRODUCTION AND PLAN INFORMATION

When you are unable to perform your job due solely to injury, pregnancy, sickness or disease (including natural deterioration) or are not eligible to exercise the privileges of your Federal Aviation Administration first-class medical certificate, you may qualify for disability benefits under the Delta Pilots Disability and Survivorship Plan (the "Plan").

Being disabled and unable to provide an income for yourself and your family can be a serious threat to your financial security. The disability benefits available to you can help ease your concern about how you can continue to meet your financial needs during an absence from work.

Read this handbook carefully to learn how your Temporary and Long-Term Disability benefits work under the Plan.

## Plan Information and Notice

The Employee Retirement Income Security Act of 1974 as amended (ERISA) requires that certain kinds of benefit plans be described to participants of those plans in a Summary Plan Description (SPD). This handbook (together with the *Delta Pilots Disability and Survivorship Plan Handbook for Life Insurance and Monthly Income Survivor Benefits*) constitutes the SPD for the Delta Pilots Disability and Survivorship Plan.

This handbook contains only a summary of the Maternity Leave, Temporary Disability and Long-Term Disability benefits provided under the Plan. Its purpose is to give you an overview of the major features of the Plan as they exist on April 1, 2018 and as they apply to pilots who were on the Delta seniority list on or after June 1, 2006 (or later date described in this handbook), and does not cover all of the terms of the Plan. The provisions of the Plan are defined in the official plan document, which governs the terms and operation of the Plan. The summary in this handbook does not take the place of that document. If there is any conflict between the information in this handbook and the Plan document, the Plan document will govern.

While this handbook contains information relating to other plans and programs that may be available to Delta employees in connection with their absence from work due to a disability (such as mandatory state disability plans and Workers' Compensation), these plans and programs are not benefits under the Plan.

### Definitions of Capitalized Words

The capitalized terms used in this handbook have special meaning. Please refer to the "Terms to Know" section at the back of this handbook for definitions.

## Updates

In addition to this handbook, you may, from time to time, be notified of the posting of updates or Summaries of Material Modifications (SMMs) that describe changes to the benefits described here. You should always timely refer to these updates, as well as the material in this handbook, to obtain the most recent information available about these benefits.

## Notice of Company Rights

As with all Delta benefits, Delta reserves the right to amend, modify, suspend or terminate all or any part of the Plan in its sole discretion at any time and for any reason, subject to the requirements of the Pilot Working Agreement between the company and the Air Line Pilots Association. Any such amendment, modification, suspension or termination may apply to active employees, their dependents and beneficiaries, as well as former employees, inactive employees, retirees, disabled employees, employees on a leave of absence or furlough, and COBRA participants, and each of their dependents. Any amendment or modification may be applied prospectively or retroactively and may be applied only to one group of participants, such as retirees, but not to other groups of participants.

In the event that the Plan is terminated, assets of the Plan will first be distributed to those participants and beneficiaries currently receiving benefits under the Plan. However, there can be no assurance that the assets of the Plan, if any, will be sufficient to fully provide benefits to such participants and beneficiaries. Any remaining assets of the Plan will be disbursed to participants or beneficiaries who become eligible for benefits at a later date; however, in no event will any assets revert to Delta.

The Plan may be amended or modified by resolution of the Board of Directors of Delta or through approval or ratification by any person or persons authorized by the Board of Directors to take such actions.

Nothing in the Plan, including the receipt of benefits, is to be construed as a contract of employment, and nothing in the Plan gives any employee the right to be retained in the employ of Delta or to interfere with the rights of Delta to discharge any employee at any time.

## Effective Date

This handbook highlights the benefits available to eligible employees under the Plan updated as of April 1, 2018, unless otherwise noted.

## Obtaining a Printed Copy of This Handbook

If you would like to have a printed copy of this handbook, call the Employee Service Center (ESC) at **1-800 MY DELTA (1-800-693-3582)** to learn how you can receive one.

## Other Information

If you have questions after reviewing this handbook, refer to the "Where to Get More Information" section at the back of this handbook.

## SUMMARY OF CHANGES

The list below highlights changes made since the January 1, 2016 version of this handbook:

- Effective December 1, 2016, the offset to Long-Term Disability (LTD) benefits for Earned Income in excess of the calculated disability benefit amount will apply only to the first 36 months that LTD benefits are paid.
- Effective after the sick leave year ending May 31, 2017, an Enhanced Disability benefit will be available, using hours credited to a new Enhanced Disability benefit account for a portion of your unused sick leave. For additional information, see page 30.
- Effective July 1, 2017, Maternity Leave benefits for eligible pilots are available. For additional information, see page 8.
- Effective April 1, 2018, the claim denial and appeal processes for benefits were updated. For current procedures, see the “Appeals” section beginning on page 48.

This list includes only the key changes made to the Plan. Other changes may have also been made to this handbook that are not reflected in the above list. This April 1, 2018 version replaces the January 1, 2016 version of the Pilot Disability Benefits Handbook in its entirety.

# PLAN OVERVIEW

## The Plan at a Glance

The chart below summarizes how the different types of Accident Leave, Sick Leave and Plan benefits provide you with coverage during an approved absence for disability.

|   |  |
|---|--|
| <b>Accident Leave and/or Sick Leave</b> | Before you can receive Temporary Disability (TD), you must first use all of your company-provided Accident Leave and/or Sick Leave. <ul style="list-style-type: none"> <li><b>Accident Leave (for on-the-job injuries):</b> You must exhaust any Accident Leave for which you are eligible before you can begin using Sick Leave or before receiving TD benefits. Accident Leave is not a benefit from the Plan.</li> <li><b>Sick Leave:</b> You may be eligible for Sick Leave credit hours. If so, you must exhaust any Sick Leave credit hours for which you are eligible before receiving TD benefits. Sick Leave is not a benefit from the Plan.</li> </ul> |
| <b>Maternity Leave</b>                  | Maternity Leave is a Plan benefit that pays a pregnant pilot a semi-monthly benefit for up to nine weeks. You can transition to TD benefits after exhausting your Sick Leave and Maternity Leave if you continue to be disabled.   |
| <b>Temporary Disability (TD)</b>        | TD is a Plan benefit that pays you a semi-monthly benefit starting on the later of the eighth day of continuous disability, after all Accident Leave (if applicable) and Sick Leave is used, or after Maternity Leave is used (if applicable). TD benefits are payable for up to 26 weeks.   |
| <b>Long-Term Disability (LTD)</b>       | You transition to monthly LTD benefits after exhausting your 26-week TD period if you meet the eligibility requirements for LTD.   |

If you have questions regarding your disability benefits, contact Harvey Watt & Company (Harvey Watt) by calling **404-767-7501** or **800-241-6103** from 9 a.m. to 5 p.m., Monday through Friday.

## Accident Leave and Sick Leave

Before you can begin TD, you must use all of your Accident Leave (if applicable) and Sick Leave for which you are eligible. These leaves may provide up to 100% of your regular pay while you are not at work.

### Accident Leave

If you are sick because of an injury that occurred while on duty with the company, you may be eligible for up to 90 days of Accident Leave for each separate accidental injury. You must exhaust your Accident Leave before you can begin using Sick Leave. Accident Leave is not a benefit from the Plan. Refer to Section 14 of the Pilot Working Agreement (PWA) for detailed information about the terms and conditions of Accident Leave usage.

### Sick Leave

If you are an active pilot who has completed your initial Operational Experience (OE) at Delta, you may be eligible for Sick Leave credit hours when you have a personal medical condition that disables you and keeps you from performing duties as a pilot or upon your release from duty due to pregnancy.

The number of Sick Leave credit hours you are eligible for are based on your years of employment as described in the PWA. Sick leave is not a benefit from the Plan. Refer to Section 14 of the PWA for detailed information about the terms and conditions of Sick Leave usage.

# ELIGIBILITY AND ENROLLMENT

## Eligibility for Maternity Leave and Disability Benefits

Maternity Leave benefits, Temporary Disability (TD) benefits, Long-Term Disability (LTD) benefits, Enhanced Disability benefits and Top-Up Disability benefits are company-provided benefits paid by the Plan and administered by Harvey Watt.

Your eligibility to participate in the Plan initially begins on the first day that you report to work as an active Delta pilot and generally recommences when returned to Active Payroll Status from an inactive status. See "Eligibility for Pre-Merger NWA Pilots" below for eligibility rules that apply to certain Pre-Merger NWA Pilots.

In addition, you may be eligible for coverage while you are on inactive status. For example, you are eligible for disability benefits if you become Disabled during:

- The first 30 days after furlough pay ends,
- The first 30 days of leave of absence without pay (other than an approved family medical leave of absence),
- An approved family medical leave of absence (FMLA),
- The first 60 days of military leave, or
- The first 30 days of disciplinary suspension

## Who Is Not Eligible?

The following individuals are not eligible for benefits under the Plan:

- Non-pilots
- Any pilot who is not on the Delta Air Lines seniority list on his or her Event Date
- Pilots on inactive status, except as provided above
- Certain Pre-Merger NWA Pilots as discussed below

## Eligibility for Pre-Merger NWA Pilots

Special eligibility rules apply to Pre-Merger NWA Pilots (pilots who were on the Northwest Airlines pilots seniority list immediately prior to October 30, 2008), as described below and on the following page.

### *Pre-Merger NWA Pilots on Active Payroll Status*

A Pre-Merger NWA Pilot on Active Payroll Status on October 30, 2008, became eligible for disability benefits under the Delta Pilots Disability and Survivorship Plan as of October 30, 2008.

### *Pre-Merger NWA Pilots on Inactive Status Other than Disability*

A Pre-Merger NWA Pilot who was on inactive status other than disability (e.g., furlough, military leave exceeding 30 consecutive days, personal leave, family leave, medical leave, maternity leave) on October 30, 2008, becomes eligible for disability benefits under the Delta Pilots Disability and Survivorship Plan on the date he or she returns to Active Payroll Status under Section 13 C. and Section 15 B. and C. of the Pilot Working Agreement (PWA).

*Pre-Merger NWA Pilots Who Began Sick Leave On or Before December 15, 2005*

If you are a Pre-Merger NWA Pilot and began your sick leave from Northwest Airlines on or before December 31, 2005, you transitioned to disability benefits under the Northwest Airlines Pension Plan for Pilot Employees once you exhausted your sick time, provided all plan requirements were met. Information about your disability benefits is provided in the SPD for the Northwest Airlines Pension Plan for Pilot Employees. You are not eligible for benefits from the Delta Pilots Disability and Survivorship Plan while receiving disability retirement benefits from the Northwest Airlines Pension Plan for Pilot Employees.

If you recover from your disability and successfully complete qualification training, including Operational Experience (OE), and then again become sick or injured, you may become eligible for disability benefits under the Delta Pilots Disability and Survivorship Plan, depending on the cause of that disability and the length of time between your disability periods. However, if your disability benefits ended due to your attainment of age 60 and you subsequently recover, you may be eligible for disability benefits under the Delta Pilots Disability and Survivorship Plan upon presentation of a first-class medical certificate to the company and the company's determination that you meet the applicable physical standards in the PWA. For more information, see "If You Were a Disabled Pre-Merger NWA Pilot on October 30, 2008" on page 16 or 27.

*Pre-Merger NWA Pilots Who Began Sick Leave After December 31, 2005 and Before October 30, 2008*

If you are a Pre-Merger NWA Pilot and began your sick leave from Northwest after December 31, 2005 and before October 30, 2008, you transitioned to disability benefits under the NWA LTD Plan when your sick leave from Northwest was exhausted, provided all NWA LTD Plan requirements were met. Information about your disability benefits under the NWA LTD Plan is provided in Appendix A of this handbook. You are not eligible for benefits from the Delta Pilots Disability and Survivorship Plan while receiving disability benefits from the NWA LTD Plan.

If you recover, present a first-class medical certificate to the company and the company determines that you meet the applicable physical standards as provided in the PWA, and then you again become sick or injured, you may become eligible for benefits under the Delta Pilots Disability and Survivorship Plan, depending on the cause of that disability and the length of time between your disability periods. For more information, see "If You Were a Disabled Pre-Merger NWA Pilot on October 30, 2008" on page 16 or 27.

**Please Note:** As outlined in the PWA, the NWA LTD Plan was merged into the Delta Pilots Disability and Survivorship Plan. The plan merger does not change the NWA LTD Plan terms or the amount of benefit payments from the NWA LTD Plan, as described in Appendix A of this handbook. When this handbook refers to the Delta Pilots Disability and Survivorship Plan, it is not referring to the NWA LTD Plan, unless it specifically so states.

## Enrollment

You do not need to enroll to participate in the Plan. Since the Plan is company-provided, you are automatically a participant covered for disability benefits under the Plan when you meet the eligibility requirements.

### Mandatory State Disability Plans

Pilots based in California, Hawaii, New Jersey, New York, Rhode Island and Puerto Rico, which all require mandatory participation in their respective state (or commonwealth) disability plans, are automatically covered by such plan. Please refer to the "State Disability Plans" section in this handbook for additional information on these mandatory state plans.

## Cost of Coverage

Disability benefits under the Plan are funded entirely by Delta Air Lines, Inc. Delta's contributions for disability benefits are actuarially determined and are held in a trust for the exclusive benefit of the participants in the Plan.

Maternity Leave, TD and LTD benefits are considered taxable income. Federal Insurance Contributions Act (FICA) taxes are automatically deducted from these benefits until you are absent from work for six full calendar months on account of your disability. Federal income taxes are withheld by Delta according to your current W-4 withholding instructions.

## MATERNITY LEAVE BENEFITS

If you are pregnant, you have the option to fly as long as you continue to be fit to do so, and as long as you comply with the notification and update requirements under Section 13.G.1 and 13.G.2 of the PWA. Once you provide an Initial Notification of Pregnancy form to your Chief Pilot, you can be released from duty upon your request.

Once released from duty, you will use Sick Leave until it is exhausted and, if you choose, unused earned vacation. Then you will be eligible to start Maternity Leave benefits.

If you have Sick Leave or unused earned vacation remaining when your child is born, you can elect to use that remaining Sick Leave and/or vacation prior to transitioning to Maternity Leave benefits, but note that you cannot receive Maternity Leave benefits any later than six weeks following vaginal delivery or eight weeks following delivery by Cesarean section. If you elect to use remaining Sick Leave and/or vacation once your baby is born, you must contact Pilot Leaves at 404-714-7591 or [pltleaves@flightops@delta.com](mailto:pltleaves@flightops@delta.com).

You receive Maternity Leave benefits for a period of six weeks for a normal birth or eight weeks for a Cesarean birth. You can receive one additional week (7 days) if your absence begins at least 7 days before giving birth. If your Maternity Leave benefits for a vaginal birth are fully paid prior to birth and you instead have a Cesarean section, you will be retroactively paid an additional two weeks of Maternity Leave benefits.

Maternity Leave benefits provide a semi-monthly benefit equal to one-half of 100% of your monthly Final Average Earnings (see the "Terms to Know" section for definition). Maternity Leave benefits are issued on the 15<sup>th</sup> day and the last day of each month. Your disability payments are provided to you in the same manner that you receive your active Delta pay: by check or through direct deposit. You can change your direct deposit account information for your Maternity Leave benefit payments online by logging on to Self Service on Deltanet.

Once you exhaust your Maternity Leave benefits, you may transition to TD benefits, and thereafter to LTD benefits, provided you continue to meet the eligibility requirements for these benefits under the Plan. Maternity Leave benefits count toward the maximum 26-week TD period. Eligibility for Maternity Leave benefits expires no later than six weeks following vaginal delivery or eight weeks following delivery by Cesarean section.

To apply for Maternity Leave benefits, follow the steps outlined under "Required Pilot Actions" in the "Temporary Disability" section (beginning on page 10).

For more information on Maternity Leave benefits, please refer to Deltanet at

<https://deltaairlines.sharepoint.com/company/FlightOperations/Admin/Pages/Maternity-Leave.aspx>.

## Additional Unpaid Leaves

- **Bonding Leave for Mothers and Fathers:** All mothers and fathers may take up to a 30-day unpaid bonding leave following the birth, adoption, guardianship or fostering of a child once medical leave (if applicable) and/or Family Medical Leave Act (FMLA) leave (if eligible) has been exhausted. These bonding leave days must be taken consecutively within the 12-month period following the birth, adoption, guardianship or fostering of the child. While on unpaid bonding leave, you maintain access to Delta travel benefits and can continue health benefits by paying active premium rates.
- **Personal Leave of Absence (PLOA) for Mothers:** Once Maternity Leave and bonding leave have been exhausted, new mothers may take an additional unpaid PLOA of up to one year following the birth of the child. While on unpaid PLOA, you maintain access to Delta travel.

For more information, please refer to Deltanet at

<https://deltaairlines.sharepoint.com/company/FlightOperations/Admin/Pages/Maternity-Leave.aspx>

## TEMPORARY DISABILITY

When you are unable to perform your duties as a pilot solely because of injury, pregnancy, sickness or disease (including natural deterioration), you may be eligible for TD benefits.

### How Temporary Disability Works

Your TD period begins on the date that you are prevented from performing the duties of your occupation solely because of injury, pregnancy, sickness or disease (including natural deterioration), provided that date occurs prior to or coincident with the cessation of your Earnings. This date becomes your Event Date for all purposes of that disability under the Plan.

Your maximum TD period is 26 weeks; however, no TD benefits are paid under the Plan during the first seven calendar days of TD. More important, no TD benefits are paid during the 26-week TD period while you are receiving pay from Delta, such as paid Accident Leave (also known as on-the-job-injury or OJI pay), paid Sick Leave, paid vacation or Maternity Leave benefits. However, these days still reduce the 26-week TD period.

TD benefits only begin once you exhaust your Accident Leave (if applicable), Sick Leave and Maternity Leave (if applicable) benefits. On the date you exhaust your Sick Leave (your SLOA date), your status changes from sick to medical leave of absence. TD benefits begin on your SLOA date (or if applicable, after Maternity Leave benefits end) if you are still within your TD period, which is the first 26 weeks after your Event Date. The period of time beginning from your Event Date counts toward your 26-week maximum TD period, even if you receive Accident Leave, paid Sick Leave, paid vacation or Maternity Leave benefits during that time.

### Required Pilot Actions

Before exhausting Sick Leave, you should obtain a copy of the Delta Pilot Disability Guide, which is available on Deltanet's Flight Operations homepage under the tab labeled "Pilot Leaves." The disability guide includes application forms.

**Note:** You must submit an application form to qualify for and receive TD or LTD benefits under the Plan.

Both you and your Qualified Health Professional must complete the required sections, and you must submit all required forms at least three weeks before the date you exhaust Sick Leave (your SLOA date) to avoid any delay in receiving TD benefits. You may determine your SLOA date by examining your monthly schedule and locating your status change from sick to SLOA. Send all completed forms and supporting documentation to Harvey Watt at the following address:

Harvey Watt & Company  
Attention: Delta Disability Claims  
P.O. Box 20787  
Atlanta, GA 30320

The Plan has a claims filing deadline for TD benefits of 180 days after your Event Date. Any claim received after this date will not be valid, unless the Administrative Committee, in accordance with ERISA, determines that an extension of the deadline may be made in such case.

## The Waiting Period

TD benefits are not paid during the first seven days of your TD period, known as the Waiting Period. Instead, during that time, you may receive Accident Leave, Sick Leave and/or Maternity Leave benefits, if you qualify for any. Any period of pay for Accident, Sick or Maternity Leave — including during the seven-day Waiting Period — is considered to be part of your 26-week TD period.

## When TD Benefit Payments Begin

TD benefit payments begin on the later of:

- The eighth day of your TD period, or
- The exhaustion of all Accident Leave (if applicable), Sick Leave and Maternity Leave (if applicable) benefits

## Special Rule for Invasive Procedures Required by the FAA

TD benefits or Long-Term Disability (LTD) benefits, including Enhanced Disability and Top-Up Disability benefits, may be available for up to seven years from your Event Date if you elect not to undergo an invasive medical procedure required by the FAA for the issuance of your first-class medical certificate.

To be eligible to receive disability benefits due to your election not to undergo the FAA required invasive medical procedure, you must, for as long as you accept disability benefits from the Plan (including after you are no longer on the seniority list):

- Meet all other Plan requirements for disability benefits;
- Continue to undergo an FAA physical and reapply to the FAA every six months (or twelve months, if applicable for your age or category) for issuance of your first-class medical certificate, unless the Plan Administrator determines that such physicals and re-applications are not necessary or appropriate under the circumstances. The Company will reimburse your FAA physical expenses;
- Provide evidence satisfactory to the Plan Administrator after each FAA physical demonstrating that you made such application and timely completed all requirements imposed by the FAA for first-class medical certificate issuance (other than undergoing the invasive medical procedure); and
- Promptly contact the Director – Health Services (DHS) after each attempt to regain your first-class medical certificate to report that the FAA requires (or continues to require) that you undergo the invasive medical procedure in order to be issued a first-class medical certificate and permit the DHS to review all medical information and intervene on your behalf to be assured that the FAA's requirement for the invasive medical procedure is warranted under the circumstances and in light of developing medical technologies and protocols

No other provision or limitation of the Plan will supersede the above requirements.

## How To Calculate Your TD Benefit

If you are eligible for TD, the Plan provides you with a semi-monthly benefit equal to one-half of 50% of your monthly Final Average Earnings. Final Average Earnings is the monthly average of your highest 12 consecutive months of normal Earnings out of the last 36 months while you are on Active Payroll Status (including Accident and Sick Leave and vacation). However, if the last 36 months that you are on Active Payroll Status contain a month when you were on inactive status for more than 15 days, then the month immediately following will not be counted in the 36 months. Instead, an additional month in the consecutive period preceding the first day you were absent will be included as part of the 36 month period of normal Earnings.

Your TD benefit is then offset (reduced), dollar for dollar, by any Workers' Compensation payments payable on account of your employment with Delta, state disability income benefits, and benefits from certain Delta and Northwest pilot retirement plans. See "Offsets to TD Benefits" below for more details.

To calculate your TD benefit, follow the steps outlined below:

**Step 1:** Divide your monthly Final Average Earnings by two

**Step 2:** Multiply the result of Step 1 (your semi-monthly Final Average Earnings) by 50% to determine your semi-monthly TD benefit amount before any offsets

### Example

The following table shows how Final Average Earnings are used to calculate TD benefits. In this particular case, Final Average Earnings would be \$13,027.57. To determine the semi-monthly gross disability benefit, you would divide that number by two, making the gross monthly TD benefit amount \$6,513.79.

| Months | Earnings Month | Earnings    | 12 Month Average | Months | Earnings Month | Earnings    | 12 Month Average |
|--------|----------------|-------------|------------------|--------|----------------|-------------|------------------|
| 36     | Mar-08         | \$7,125.22  | \$8,452.07       | 18     | Sep-06         | \$7,999.02  | \$10,361.23      |
| 35     | Feb-08         | \$6,987.45  | \$8,578.74       | 17     | Aug-06         | \$6,689.23  | \$10,858.48      |
| 34     | Jan-08         | \$6,998.66  | \$8,687.61       | 16     | Jul-06         | \$5,879.98  | \$11,470.97      |
| 33     | Dec-07         | \$8,543.99  | \$8,731.21       | 15     | Jun-06         | \$6,886.76  | \$12,064.15      |
| 32     | Nov-07         | \$7,543.23  | \$8,898.64       | 14     | May-06         | \$11,345.34 | \$12,572.53      |
| 31     | Oct-07         | \$10,876.76 | \$8,920.81       | 13     | Apr-06         | \$9,870.43  | \$12,730.70      |
| 30     | Sep-07         | \$11,125.76 | \$8,791.45       | 12     | Mar-06         | \$10,589.33 | \$13,027.57      |
| 29     | Aug-07         | \$6,794.09  | \$8,530.89       | 11     | Feb-06         | \$11,732.23 |                  |
| 28     | Jul-07         | \$9,760.12  | \$8,522.15       | 10     | Jan-06         | \$11,236.34 |                  |
| 27     | Jun-07         | \$8,089.12  | \$8,198.81       | 9      | Dec-05         | \$12,681.12 |                  |
| 26     | May-07         | \$7,659.11  | \$8,098.61       | 8      | Nov-05         | \$10,952.35 |                  |
| 25     | Apr-07         | \$9,921.32  | \$8,405.80       | 7      | Oct-05         | \$18,472.65 |                  |
| 24     | Mar-07         | \$8,645.23  | \$8,401.55       | 6      | Sep-05         | \$13,965.98 |                  |
| 23     | Feb-07         | \$8,293.89  | \$8,563.56       | 5      | Aug-05         | \$14,039.14 |                  |
| 22     | Jan-07         | \$7,521.89  | \$8,850.09       | 4      | Jul-05         | \$12,998.12 |                  |
| 21     | Dec-06         | \$10,553.21 | \$9,159.63       | 3      | Jun-05         | \$12,987.34 |                  |
| 20     | Nov-06         | \$7,809.23  | \$9,336.95       | 2      | May-05         | \$13,243.33 |                  |
| 19     | Oct-06         | \$9,324.44  | \$9,598.88       | 1      | Apr-05         | \$13,432.89 |                  |

### Offsets to TD Benefits

Your TD benefits are offset (reduced) dollar for dollar by amounts under certain other benefit programs. The following three types of offsets may apply.

#### *Offset for Workers' Compensation*

Your TD benefits are offset by any payments made under an applicable Workers' Compensation law (including the Longshore and Harbor Workers' Compensation Act) that you receive on account of your employment with Delta (and also by Workers' Compensation benefits that you do not receive because you fail to apply for them). The offset for Workers' Compensation benefits is applied automatically; no action on your part is required. If you have an on-the-job-injury (OJI), you should file an OJI report and apply for Workers' Compensation benefits through the Chief Pilot Support Center.

*Offset for State Disability Income Benefits*

Your TD benefits are offset by any state disability income benefits you receive (and also by state disability income benefits that you do not receive because you fail to apply for them). The offset for state disability income benefits is applied automatically; no action on your part is required. You should apply for any state disability income benefits for which you may qualify.

*Offset for Retirement Benefits*

Your TD benefits are offset by certain retirement benefits stemming from your employment as a pilot.

- For Pre-Merger Delta Pilots, the single life annuity equivalent of benefits actually paid by the Pension Benefit Guaranty Corporation (PBGC) that are attributable to your benefit from the terminated Delta Pilots Retirement Plan (DPRP) is offset from the TD benefit. There is no offset for your account under the terminated Delta Pilots Defined Contribution Plan, the Delta Pilots Savings Plan (DPSP), or the terminated Delta Pilots Money Purchase Pension Plan (MPPP)

**OR**

- For Pre-Merger NWA Pilots, the gross amount of retirement benefits actually paid to or on account of the pilot from the Northwest Airlines Pension Plan for Pilot Employees and the Northwest Airlines Pension Excess Plan for Pilot Employees. If the benefit from these plans is paid in a form other than a single life annuity, the offset is based on the amount that would be payable as a single life annuity. There is no offset for your account under the Delta Pilots Savings Plan (DPSP), which includes your account from the Northwest Airlines Retirement Savings Plan for Pilot Employees (RSP) or for contributions made to the terminated Delta Pilots Defined Contribution Plan (DC Plan); however, TD benefits that started prior to January 1, 2014 were offset by the annuity equivalent of benefits paid after retirement from the Northwest Airlines Money Purchase Plan for Pilot Employees (NWA Money Purchase Plan) which was merged into the DC Plan

Offsets for retirement benefits are applied when you begin receiving the retirement benefits.

**Historical note for former pilots receiving disability benefits from the Plan who were not on the seniority list as of June 1, 2006:** The offset related to the DPRP is calculated based on the gross amount of retirement benefits that are paid to you (or on account of you) from the terminated DPRP (which may be adjusted from time to time) plus the single life annuity value of any lump sum benefit you received from the terminated DPRP; there is no offset on account of the Bridge Plan and Supplemental Annuity Plan since there is no payment from those plans. The offset for the Western Airlines D-Plan is the gross amount actually paid from that terminated plan (or annuity contracts) but only if that amount constitutes an offset to the benefit attributable to the terminated DPRP. The offset relating to the terminated Delta Pilots Money Purchase Pension Plan is based on the single life annuity value of your account when it was distributed in 2006 (or if earlier, at the time your benefit from that plan started).

**Salary or Compensation from Delta While on TD**

If you receive salary or compensation from Delta while on TD, no TD benefits are paid during the time that you receive this salary or compensation.

## EXAMPLES

### HOW TO CALCULATE YOUR TD BENEFIT

#### Example 1

Paul suffered a broken hand in a car accident. After exhausting his Sick Leave, he becomes eligible to receive TD benefits, calculated as follows.

|  |          |
|--|----------|
| Final Average Earnings   | \$13,026 |
| Paul's Final Average Earnings of \$13,026 / 2 = \$6,513 gross monthly TD benefit |          |
| \$6,513 x 50% = \$3,256.50 semi-monthly TD benefit payable before offsets        |          |

#### Example 2: *State Disability Income Plan Offset*

Since Paul is based in California, he also is eligible to receive state disability benefits. Therefore, his TD benefits under the Plan will be reduced by the full amount that he is eligible to receive from the California state disability income program, calculated as follows.

|  |          |
|--|----------|
| Final Average Earnings   | \$13,026 |
| Monthly State Disability Benefits  | \$3,973  |
| Paul's Final Average Earnings of \$13,026 / 2 = \$6,513 gross monthly TD benefit                         |          |
| \$6,513 x 50% = \$3,256.50 semi-monthly TD benefit payable before offsets                                |          |
| \$3,256.50 – \$1,981.50 (\$3,973 monthly state disability benefit / 2) = \$1,275 semi-monthly TD Benefit |          |

#### Example 3: *Work-Related Illness or Injury*

Jennifer is disabled by an on-the-job injury (OJI) and receives a maximum semi-monthly amount of \$1,083.33 from her state Workers' Compensation (W/C) program on account of her employment with Delta. Her TD benefit is calculated as follows.

|  |            |
|--|------------|
| Final Average Earnings   | \$14,110   |
| Semi-Monthly W/C Benefits  | \$1,083.33 |
| Jennifer's Final Average Earnings of \$14,110 / 2 = \$7,055 gross monthly TD benefit   |            |
| \$7,055 x 50% = \$3,527.50 semi-monthly TD benefit payable before offsets  |            |
| \$1,083.33 is the maximum semi-monthly amount that Jennifer will receive from her state W/C program on account of her Delta employment |            |
| \$3,527.50 – \$1,083.33 = \$2,444.17 semi-monthly TD benefit   |            |

## How Benefits Are Paid

TD benefit payments are issued on the 15<sup>th</sup> day and the last day of each month, and are paid from the Plan. Your disability payments are provided to you in the same manner that you receive your active Delta pay: by check or through direct deposit. You can change your direct deposit account information for your disability payment online by logging on to Self Service on Deltanet.

## Additional TD Provisions

### Separate Periods of Disability

If you experience a second disability after you have returned to Active Payroll Status, the cause and the length of time between the first and second disability determine whether the second disability is treated as a continuation of the first under the Plan, or as a separate, new disability unrelated to the first. See "If You Were a Disabled Pre-Merger NWA Pilot on October 30, 2008" at the end of this section, for the successive disability rules that apply for certain PMNW pilots.

#### *Successive Disabilities*

- Except as described in the next bullet, if you return to Active Payroll Status from a temporary disability and become Disabled again within two consecutive weeks of the day you return to Active Payroll Status due to the same or a related cause, you have a successive temporary disability claim
- If your Event Date for a disability for a psychiatric condition, alcoholism and/or drug abuse was on or after January 1, 2010 and you return to Active Payroll Status after July 1, 2012, you have a successive temporary disability claim if:
  - You become Disabled again due to the same or related psychiatric condition, alcoholism and/or drug abuse within two consecutive weeks of the day you return to Active Payroll Status or, if later, the date you complete required training to return to active duty, including Operational Experience (OE), or
  - You do not complete required training to return to active duty, including OE, before you are Disabled again due to a different psychiatric condition, alcoholism and/or drug abuse

If you have a successive disability:

- You are not required to file a new claim,
- You are not required to satisfy a new seven-day Waiting Period,
- You resume the TD period that was in effect during your first period of disability — at the same point during the 26 weeks that it stopped,
- No TD benefits are paid for the time that you returned to Active Payroll Status between disability periods,
- Any limits applicable to a single period of disability apply to both periods of disability as if they were one, and
- The time you returned to Active Payroll Status between your separate periods of disability does not count toward the TD period, which must be exhausted before LTD benefits are payable under the Plan

### *EXAMPLE*

#### SUCCESSIVE DISABILITIES

##### Jennifer

Jennifer is absent for five weeks of approved TD for a treatment of arthritis of the left knee. She returns to Active Payroll Status for seven calendar days. However, her knee problems worsen. She requires a left knee replacement and therefore is unable to perform her duties as a pilot. Jennifer notifies Harvey Watt of her inability to perform her duties as a pilot due to her medical condition.

Harvey Watt reviews her medical information and finds that her second period of disability is related to the first diagnosis of arthritis, and she is approved for a successive disability claim. The absence before and after those seven calendar days on Active Payroll Status are treated as one continuous absence for purposes of determining Jennifer's TD period. This means she has 20 weeks left in her TD period. If she returns to Active Payroll Status again before her TD period ends, she must work two consecutive weeks before she becomes eligible for a new TD period for that same condition.

### *New Disability Period*

- Except as provided in the next bullet, your second period of disability is considered a separate disability requiring that you file a new claim for TD benefits if, after you return to Active Payroll Status from a temporary disability:
  - You are Disabled due to a different or unrelated cause than your first disability
  - You are Disabled due to the same or related cause as your first disability, but your periods of disability are separated by more than two consecutive weeks, or
- If your Event Date for a disability for a psychiatric condition, alcoholism and/or drug abuse was on or after January 1, 2010 and you return to Active Payroll Status on or after July 1, 2012, you have a new disability period if:
  - You become Disabled again due to the same or related psychiatric condition, alcoholism and/or drug abuse after two consecutive weeks or, if later, the date you completed required training to return to active duty, including OE, or
  - You complete required training to return to active duty, including OE, and are then Disabled again for a different psychiatric condition, alcoholism and/or drug abuse

If you have a new disability period:

- You must file a new claim and must satisfy the TD and LTD provisions of the Plan with respect to the new disability occurrence (including a new Waiting Period, new disability calculation based on updated earnings and a new 26-week TD period),
- Any limits applicable to a single period of disability apply to each period of disability separately, and
- No disability benefits are paid for the time that you returned to Active Payroll Status between disability periods

## EXAMPLE

### UNRELATED DISABILITY

#### Jennifer

Jennifer is absent for five weeks of approved TD for treatment of arthritis in her left knee. She returns to Active Payroll Status for seven days. This time, however, after returning to Active Payroll Status for seven consecutive calendar days, she is unable to work due to chest pain. Jennifer is required to fulfill a new seven-day Waiting Period and will begin a new TD period for her new absence because her first and second periods of disability are unrelated.

### If You Were a Disabled Pre-Merger NWA Pilot on October 30, 2008

You will be eligible for benefits under the Delta Pilots Disability and Survivorship Plan if you:

- Are Disabled again for the same disability following 12 consecutive months of your return to work from PMNW disability status, or
- Become Disabled again for a different disabling condition after your return to work from PMNW disability status

If you return to work and become Disabled again for the same disability within 12 months of your return from PMNW disability status, you will be eligible for disability benefits under the terms of the NWA LTD Plan (described in Appendix A of this handbook).

## When TD Benefit Payments End

As long as you continue to qualify, TD benefits are payable until the end of the 26-week TD period. All Accident, Sick and Maternity Leave counts toward the 26-week TD period (including the seven-day Waiting Period). Therefore, the period of time you receive TD benefits will be *no more than* 25 weeks (26 weeks less the seven-day Waiting Period, less any period you receive Accident Leave, Sick Leave or Maternity Leave benefits).

If your Accident and Sick Leave, plus Maternity Leave (if applicable), exceeds the 26-week TD period and you qualify for LTD benefits, you will start on LTD after exhaustion of your Accident Leave (if applicable), Sick Leave or Maternity Leave.

TD (and Maternity Leave) benefits are **not** paid under any of these circumstances:

- Until you see and are personally treated by your Qualified Health Professional for the disabling condition

**Note:** If you are no longer (or never were) under the care of a Qualified Health Professional for the disabling condition, you will be eligible for TD benefits if you meet all of Plan's requirements and:

- You are unable to return to Active Payroll Status due to the FAA's pending review of your application for or possession of your first-class medical certificate following your timely and good faith disclosure of your medical condition to the FAA, the Director – Health Services (DHS), and/or your Aviation Medical Examiner (AME), and
- You promptly contact the DHS to report the FAA's pending review of your application for or possession of your first-class medical certificate; submit information satisfactory to the DHS to show that you are proceeding promptly to regain your first-class medical certificate; are utilizing available resources provided by Delta, ALPA and/or other entities to assist you in regaining your first-class medical certificate; and are cooperating in a timely manner with all of the FAA's requests
- For any day you fail to comply with your Qualified Health Professional's recommended treatment for the disabling condition, as provided in writing to you (such as a statement, report, office notes or prescription). However, you are not considered out of compliance if you elect not to undergo a recommended treatment involving an invasive or experimental procedure
- For any day you receive salary or other compensation from Delta
- In respect of any period after your attainment of the FAA Mandatory Retirement Age
- During any period that you are incarcerated following your conviction for a felony. However, a benefit in the amount of each forfeited disability payment will be paid to your eligible dependents as defined by the Delta Pilots Medical Plan (DPMP), if any. Payment will first be made to your current spouse. If there is no current spouse, payment can be made to your other eligible dependents, in proportions determined by the Plan

TD (and Maternity Leave) benefits permanently cease when any of the following happen:

- You no longer meet the requirements for benefits under the Plan
- You reach the FAA mandatory retirement age
- You die
- You voluntarily request that your benefits cease and/or withdraw your application for benefits
- You fail to submit required evidence of continuing disability within a reasonable amount of time after requested by the Plan, including during any periods of incarceration following your conviction of a felony
- You reach any other Plan maximum, including the seven-year limit that is applied to a disability period when you elect not to undergo an invasive medical procedure required by the FAA for the issuance of your first-class medical certificate. See "Special Rule for Invasive Procedures Required by the FAA" earlier in this "Temporary Disability" section for details
- You fail to provide information relating to offsets within a reasonable amount of time after requested by the Plan, including during any periods of incarceration following your conviction of a felony
- The Plan terminates

# LONG-TERM DISABILITY

## How Long-Term Disability Works

You may be eligible for Long-Term Disability (LTD) benefits under the Plan. LTD benefits can provide you with much-needed income protection while you are dealing with a lengthy illness or injury.

You transition to monthly LTD benefits after exhausting your 26-week TD period. To qualify for LTD benefits, you must have met the requirements for TD benefits (whether or not you actually receive TD benefits) and not be eligible to exercise the privileges of your first-class medical certificate\*, as determined by the Plan Administrator and subject to the medical review process. Refer to the later in this handbook for further details. You also are deemed eligible for LTD benefits if the company determines that you do not meet the standards established by the FAA for the issuance of a first-class medical certificate, including the FAA waiver and restriction policy.

**Note:** If you do not obtain a first-class medical certificate because you elect not to undergo an invasive medical procedure required by the FAA, but you meet all other requirements of the D&S Plan for LTD benefits, you may be eligible for long-term disability benefits for up to seven years from your Event Date. See "Special Rule for Invasive Procedures Required by the FAA" later in this "Long-Term Disability" section for further details.

\* A pilot who is on medical leave on account of pregnancy who has not lost her first-class medical certificate, but who in the judgment of her physician and the Director-Health Services (or his designee) is medically disabled from performing flight duty and whose return to Active Payroll Status will be expedited by doing so, will be deemed to have lost her first-class medical certificate for purposes of LTD benefit eligibility under the Plan, for a period not to exceed six months.

## Disability Determination

Disability is determined by the Plan Administrator. On occasion, the Plan Administrator will require you to submit proof of continued disability, subject to the following conditions:

- When requested, your Qualified Health Professional must submit documentation to the Plan Administrator proving that you remain Disabled under the terms of the Plan. If you fail to cooperate when proof of continuing disability is requested, LTD benefit payments could be discontinued
- Proof of continuing disability is not required from you more than once a quarter during the first two years that you receive LTD benefits
- After that initial two-year period, proof of continuing disability is not required more than once per year for as long as you are on the seniority list
- Once you are removed from the seniority list, you may be asked to provide proof of continuing disability once a year for the first two years after removal from the seniority list

See "Ongoing Proof of Continued Disability" later in this handbook for further details.

## When Disability Payments Begin

If you are eligible for LTD benefits, they become payable after the later of:

- The expiration of the 26-week TD period, or
- Exhaustion of your Accident Leave (if applicable) and Sick Leave

To receive LTD benefits, you should submit an Application for Disability Benefits before the end of your TD period. An application received more than 180 days after the end of the TD period is not valid, unless the Administrative Committee, in accordance with ERISA, determines that an extension of the deadline may be made in such case.

See "Applying for Benefits" later in this handbook for further details.

## Special Rule for Invasive Procedures Required by the FAA

Temporary Disability (TD) benefits or LTD benefits, including Enhanced Disability and Top-Up Disability benefits, may be available for up to seven years from your Event Date if you elect not to undergo an invasive medical procedure required by the FAA for the issuance of your first-class medical certificate.

To be eligible to receive disability benefits due to your election not to undergo the FAA required invasive medical procedure, you must, for as long as you accept disability benefits from the Plan (including after you are no longer on the seniority list):

- Meet all other Plan requirements for disability benefits;
- Continue to undergo an FAA physical and reapply to the FAA every six months (or twelve months, if applicable for your age or category) for issuance of your first-class medical certificate, unless the Plan Administrator determines that such physicals and re-applications are not necessary or appropriate under the circumstances. The Company will reimburse your FAA physical expenses;
- Provide evidence satisfactory to the Plan Administrator after each FAA physical demonstrating that you made such application and timely completed all requirements imposed by the FAA for first-class medical certificate issuance (other than undergoing the invasive medical procedure); and
- Promptly contact the Director – Health Services (DHS) after each attempt to regain your first-class medical certificate to report that the FAA requires (or continues to require) that you undergo the invasive medical procedure in order to be issued a first-class medical certificate and permit the DHS to review all medical information and intervene on your behalf to be assured that the FAA's requirement for the invasive medical procedure is warranted under the circumstances and in light of developing medical technologies and protocols

No other provision or limitation of the Plan will supersede the above requirements.

## How To Calculate Your LTD Benefit

Your monthly LTD benefits are equal to 50% of your Final Average Earnings. Final Average Earnings is the monthly average of your highest 12 consecutive months of normal Earnings out of the last 36 months while you are on Active Payroll Status (including Accident and Sick Leave and vacation). However, if the last 36 months that you are on Active Payroll Status contain a month when you were on inactive status for more than 15 days, then the month immediately following will not be counted in the 36 months. Instead, an additional month in the consecutive period preceding the first day you were absent will be included as part of the 36 month period of normal Earnings.

LTD benefits are offset (reduced), dollar for dollar, by Workers' Compensation payments (including payments under the Longshore and Harbor Workers' Compensation Act) payable on account of your employment with Delta, state disability income benefits, and benefits from certain Delta and Northwest pilot retirement plans. LTD benefits also may be offset for Earned Income. See "Offsets to Long-Term Disability Benefits" in this handbook for more details, including reporting procedures for the Earned Income offset.

To calculate your LTD benefit, follow the steps outlined below:

**Step 1:** Determine your monthly Final Average Earnings

**Step 2:** Multiply the result of Step 1 (your monthly Final Average Earnings) by 50% to determine your monthly LTD benefit amount before offsets

**Historical note if your disability Event Date was before November 12, 2004:** Your LTD benefits are based on 50% of the average of your highest 12 consecutive months of normal Earnings during your last 36 months on Active Payroll Status.

**Historical note if your disability Event Date was after November 12, 2004 and before**

**July 1, 2012:** Your monthly LTD benefits are equal to the lesser of 50% of your Final Average Earnings or 50% multiplied by [80 hours x composite hourly pay rate in effect on your Event Date]. The composite hourly pay rate is determined by the position you held on your Event Date, or if you did not hold a position on that date, it is the composite hourly rate for the position you most recently held).

## Offsets to Long-Term Disability Benefits

Your LTD benefits are offset (reduced) dollar for dollar by amounts under certain other benefit programs. Your LTD benefits also are offset by a portion of the income you earn from employment and self-employment. The following four types of offsets may apply.

### *Offset for Workers' Compensation*

Your LTD benefits are offset by any payments under an applicable Workers' Compensation law (including the Longshore and Harbor Workers' Compensation Act) that you receive on account of your employment with Delta (and also by Workers' Compensation benefits that you do not receive because you fail to apply for them). The offset for Workers' Compensation benefits applies only if you are on the seniority list on or after June 1, 2006.

The offset for Workers' Compensation benefits is applied automatically; no action on your part is required. If you have an on-the-job-injury (OJI), you should file an OJI report and apply for Workers' Compensation benefits through the Chief Pilot Support Center.

### *Offset for State Disability Income Benefits*

Your LTD benefits are offset by any state disability income benefits you receive (and also by state disability income benefits that you do not receive because you fail to apply for them). This offset applies only if you are on the seniority list on or after June 1, 2006.

The offset for state disability income benefits is applied automatically; no action on your part is required. You should apply for any state disability income benefits for which you may qualify.

### *Offset for Earned Income*

For the first 36 months that you receive LTD benefits, your LTD benefits are offset if you have Earned Income in excess of your LTD benefit. The amount of this offset is equal to the amount of your Earned Income that exceeds your LTD benefit amount. For an example of the offset for Earned Income, please see Example 2 at the end of this section.

This offset applies only if you are on the seniority list on or after June 1, 2006 and to LTD benefits payable on or after October 1, 2007. Further, effective December 1, 2016, this offset will apply only to the first 36 months that LTD benefits are paid, whether the event date was before or after December 1, 2016.

For purposes of applying this offset to your LTD benefits:

- Your LTD benefit is the benefit amount before any other offsets are applied and after any adjustment for the variable portion of your LTD benefit. (See "How Benefits Are Paid" in this handbook for information on the variable portion of your LTD benefit.)
- Earned Income includes: Any salary or pay you receive from any employer, including overtime, vacation pay, bonuses, severance pay or similar payments. If you are self-employed, Earned Income is your net profit from working or managing your own business. Net earnings from self-employment are shown on your Schedule SE. Generally, all income subject to federal employment taxes or self-employment income is considered Earned Income. It is reported on any W-2 statement issued by your employer or on Schedule SE if you are self-employed. You are not required to report any income you received before you began receiving LTD benefits
- Earned Income excludes (unless received in the course of your trade or business): Any income reported on a Form 1099, such as annuities, pensions, veterans benefits and military retirement pay, withdrawals from 401(k) plans, unemployment compensation, interest and dividends from savings accounts, stocks, personal loans, home mortgages, insurance proceeds, gifts, inheritances,

estates, trusts, endowments, prizes, awards, gambling or lottery winnings, alimony/child support, scholarships or fellowships, pay for jury duty, capital gains from the sale of personal property, amounts received in court actions, and rents or royalties

The offset for Earned Income is not applied automatically. You must report your Earned Income to the Plan Administrator. See "Procedure for Pilots to Report Earned Income" in this handbook for details.

*Offset for Retirement Benefits*

Your LTD benefits are offset by certain retirement benefits stemming from your employment as a pilot.

- For Pre-Merger Delta Pilots, the single life annuity equivalent of benefits actually paid by the Pension Benefit Guaranty Corporation (PBGC) that are attributable to your benefit from the terminated Delta Pilots Retirement Plan (DPRP) is offset from your LTD benefit. LTD benefits that started before January 1, 2014, and were being offset by the annuity equivalent of the Delta Pilots Defined Contribution Plan (DC Plan) account on December 31, 2013 will continue to be offset by this amount after the DC Plan termination on December 31, 2013. There is no offset for your account under the Delta Pilot Savings Plan (DPSP) or the terminated Delta Pilots Money Purchase Pension Plan (MPPP)

**OR**

- For Pre-Merger NWA Pilots, the gross amount of retirement benefits actually paid to or on account of the pilot from the Northwest Airlines Pension Plan for Pilot Employees and the Northwest Airlines Pension Excess Plan for Pilot Employees. If the benefit from these plans is paid in a form other than a single life annuity, the offset is based on the amount that would be payable as a single life annuity. LTD benefits that started before January 1, 2014 and were being offset by the annuity equivalent of the benefit paid from the Northwest Airlines Money Purchase Plan for Pilot Employees or by the annuity equivalent of the Delta Pilots Defined Contribution Plan (DC Plan) account on December 31, 2013 will continue to be offset by this amount after the DC Plan termination on December 31, 2013. There is no offset for your account under the Delta Pilot Savings Plan (DPSP), which includes your account from the Northwest Airlines Retirement Savings Plan for Pilot Employees (RSP)

The offsets for retirement benefits are applied when you begin receiving the retirement benefits. For an example of the offset for retirement benefits, please see Example 1 on the following page.

**Historical note for former pilots receiving disability benefits from the Plan who were not on the seniority list as of June 1, 2006:** The offset related to the DPRP is based on the gross amount of retirement benefits that are paid to you (or on account of you) from the terminated DPRP (which may be adjusted from time to time) plus the single life annuity value of any lump sum benefit you received from the terminated DPRP; there is no offset on account of the Bridge Plan and Supplemental Annuity Plan since there is no payment from those plans. The offset for the Western D-Plan is the gross amount actually paid from that terminated plan (or annuity contracts) but only if that amount constitutes an offset to the benefit attributable to the DPRP. In addition, if your Event Date is after November 11, 2004, your LTD benefits are offset by the annuity equivalent of your account under the Delta Pilots Defined Contribution Plan (DC Plan) at the time the first distribution is actually paid to you after retirement. There is no offset for your account under the Delta Pilot Savings Plan (DPSP). The offset relating to the MPPP is based on the annuity value of your account when it was distributed in 2006 (or if earlier, at the time your benefit from that plan started).

## EXAMPLES

### OFFSETTS TO YOUR LTD BENEFIT

#### Example 1: *Retirement Offset*

Let's pick back up with our example for Margo from Example 1 in "How to Calculate Your LTD Benefit". In that example, we determined that Margo's LTD benefit payable before offsets was \$5,293.50.

While Margo has not been able to regain her first-class medical certificate, she has been able to obtain a teaching position at a local community college and earns \$3,900 per month. She also decided to retire and receives \$2,000 per month from the PBGC (in the form of a single life annuity) that is attributable to the terminated Delta Pilots Retirement Plan.

Margo's earnings from her teaching position do not exceed the amount she receives in LTD benefits (\$5,293.50 as determined in Example 1). As a result, there is no offset to her LTD benefits based on the Earned Income offset. However, her LTD benefit will be reduced by the amount of the gross benefit paid by the PBGC on account of the terminated Delta Pilots Retirement Plan.

|  |          |
|--|----------|
| Final Average Earnings   | \$10,587 |
| Earned Income  | \$3,900  |
| PBGC Monthly Retirement Benefit  | \$2,000  |
| $\$10,587 \times 50\% = \$5,293.50$ LTD benefit payable before offsets |          |
| $\$5,293.50 - \$2,000 = \$3,293.50$ monthly LTD benefit                |          |

#### Example 2: *Earned Income Offset – Applies to first 36 months of LTD benefits only*

Trevor, a Captain on a B-777 with 27 years of service, is eligible for the following benefits while on LTD. Trevor became unable to work in 2015. Trevor decided that, while he is unable to hold a first-class medical certificate due to his medical condition, he is going to launch a motorcycle sales business. As a result, he now earns an average of \$9,200 per month.

|   |          |
|---|----------|
| Final Average Earnings  | \$16,256 |
| Earned Income   | \$9,200  |
| $\$16,256 \times 50\% = \$8,128$ LTD benefit payable before offsets                         |          |
| $\$8,128 - \$1,072$ ( $\$9,200$ earned income – $\$8,128$ ) = $\$7,056$ monthly LTD benefit |          |

### Procedure for Pilots to Report Earned Income

For the first 36 months that you receive LTD benefits, you must report whether or not you had Earned Income and the amount of your Earned Income to the Plan Administrator. This enables the Plan Administrator to apply the Earned Income offset. You must repay the Plan if you receive disability benefits that should have been — but were not — subject to offsets.

The procedures for reporting Earned Income require you to send in reports up to twice per year. When you become eligible to receive LTD benefits, a completed Periodic Report of Disability Offset Income Form must be part of your application for LTD benefits. This form will be included in your Disability Benefit Package. You must submit the completed form no later than 30 days after you start receiving LTD benefits (even if you have no Earned Income to report). In addition, you are required to submit this form to report any expected changes in your estimated Earned Income amount.

In addition to the Periodic Report of Disability Offset Income Form, each year you must submit an Annual Report of Disability Offset Form. This Annual Report must be filed no later than May 31 of each

year, for the previous tax year. If you are receiving LTD benefits, you will receive a copy of the Annual Report in early April. If you report Earned Income on that form, you must submit copies of your W-2s and Schedule SE, as applicable.

The actual and estimated Earned Income that you report must be accurate to the best of your knowledge and belief at the time. You must sign an affidavit certifying that your estimates are correct to the best of your knowledge. If you do not return the form on time, your LTD benefit payments may be affected. If your Earned Income situation changes, you should submit an updated Periodic Report of Disability Offset Income Form to ensure that your LTD benefits are adjusted as appropriate.

### **Employment and LTD**

You may take a job and still receive LTD benefits as long as you continue to qualify for LTD under the terms of the Plan. You must report your Earned Income as described in the previous section.

### **How Benefits Are Paid**

Your LTD benefits are paid as both fixed and variable payments. Once the amount of your benefit is determined, initially, one-half is paid as a fixed benefit and one-half is paid as a variable benefit. The variable portion is adjusted annually on April 1, using a formula based on the investment experience of the Plan's assets for the preceding five calendar years. The variable portion of your benefit is adjusted up or down, based on that formula, but never below the initial amount.

For example, if your LTD benefit is initially determined as \$5,000/month, \$2,500 will be paid as a fixed benefit and \$2,500 will be paid as a variable benefit. As of the next April 1, your variable portion will be adjusted, pursuant to the formula. If the adjustment is a positive 5%, your new variable amount will be \$2,625 ( $\$2,500 \times 1.05$ ) and your total monthly LTD benefit will be \$5,125. If the adjustment the following April 1 were a negative 10%, your variable portion would be reduced to \$2,500, since your benefit cannot be reduced below its initial level.

LTD benefits are paid on the last day of each month, for the current month. If you are paid via direct deposit as of the payday preceding your first day of disability, your LTD benefit payments also are paid via direct deposit.

### **New Disabilities While Continuously Receiving LTD Benefits**

If, while you are continuously receiving LTD benefits from the Plan, you have a subsequent, unrelated disability that would also qualify for the Plan's LTD benefits, you will continue to be eligible for LTD benefits for the subsequent disability even after the initial disabling condition is resolved, provided that you continue to meet all Plan provisions with respect to LTD benefits and subject to any applicable limitations in the Plan.

## Separate Periods of Disability

If you experience a second disability after you have returned to Active Payroll Status, the cause and the length of time between the first and second disability determine whether the second disability is treated as a continuation of the first, or a separate disability unrelated to the first. See "If You Were a Disabled Pre-Merger NWA Pilot on October 30, 2008" at the end of this section, for the successive disability rules that apply for certain PMNW pilots.

### Successive Disabilities

- Except as provided in the next bullet, if you return to Active Payroll Status from a long-term disability and you are Disabled again for the same or related disability within 12 consecutive months (including days due to paid "non-sick" time off, such as holidays or vacation) after the date you return to Active Payroll Status, you have a successive long-term disability claim
- If your Event Date for a disability for a psychiatric condition, alcoholism and/or drug abuse was on or after January 1, 2010 and you return to Active Payroll Status after July 1, 2012, you have a successive long-term disability claim if:
  - You become Disabled again due to the same or related psychiatric condition, alcoholism and/or drug abuse within 12 consecutive months (including days due to paid "non-sick" time off, such as holidays or vacation) of your return to Active Payroll Status or, if later, the date you complete required training to return to active duty, including Operational Experience (OE), or
  - You do not complete required training to return to active duty, including OE, before you are Disabled again for a different psychiatric condition, alcoholism and/or drug abuse

If you have a successive disability:

- You are not required to file a new claim for TD benefits,
- You are not required to satisfy a new 26-week TD period,
- You will be paid the same LTD benefit as during your first period of disability,
- Any limits applicable to a single period of disability apply to both periods of disability as if they were one, and
- No LTD benefits are paid for the time that you returned to Active Payroll Status between disability periods

## EXAMPLE

| SUCCESSIVE DISABILITIES   |
|---|
| <p><b>John</b></p> <p>John is absent for 30 weeks and receiving disability benefits as a result of treatment for chronic back pain. He returns to work and to Active Payroll Status for two months. However, his back problems worsen. He requires surgery on a herniated disc and is, again, unable to work. John notifies Harvey Watt of his inability to continue work due to his disability.</p> <p>Harvey Watt reviews John's medical information and finds that his second period of disability occurred within 12 months of his return to work from the first disability and it is for the same disability. As a result, John is approved for a successive disability claim. Because John's second disability occurred within 12 months of his return to work, he does not have to satisfy a new 26-week TD period. He will be paid the same LTD disability amount that he was paid for his previous disability.</p> |

## New Disability Period

- Except as provided in the next bullet, you have a new disability period if you return to Active Payroll Status from a long-term disability and:
  - You become Disabled again for the same disability *more than 12 consecutive months after your return to Active Payroll Status* (including days due to paid “non-sick” time off, such as holidays or vacation), or
  - You become disabled after one day of being on Active Payroll Status for a new disabling condition
- If your Event Date for a disability for a psychiatric condition, alcoholism and/or drug abuse was on or after January 1, 2010 and you return to Active Payroll Status from this long-term disability on or after July 1, 2012, you have a new disability period if:
  - You become Disabled again due to the same or related psychiatric condition, alcoholism and/or drug abuse *more than twelve consecutive months after your return to Active Payroll Status* (including days due to paid “non-sick” time off, such as holidays or vacation) or, if later, the date you complete required training to return to active duty, including Operational Experience (OE), or
  - You complete required training to return to active duty, including OE, and are then Disabled again for a different psychiatric condition, alcoholism and/or drug abuse

If you have a new disability period:

- You must file a new claim and must satisfy the TD and LTD provisions of the Plan with respect to the new disability occurrence (including a new Waiting Period, new disability calculation based on updated earnings and a new 26-week TD period),
- Any limits applicable to a single period of disability apply to each period of disability separately, and
- No disability benefits are paid for the time that you returned to Active Payroll Status between disability periods

## EXAMPLE

### UNRELATED DISABILITY

#### John

John is absent for 30 weeks of approved disability for treatment of chronic back pain. He returns to work and to Active Payroll Status for 14 months. However, after working 14 consecutive months, he is unable to work due to the same back pain. John is required to satisfy a new 26-week TD period for his new absence because his first and second periods of disability are separated by more than 12 consecutive months. In addition, his new disability will be based on the plan's disability formula without regard to the disability payment for which he was previously eligible.

### If You Were a Disabled Pre-Merger NWA Pilot on October 30, 2008

You will be eligible for benefits under the Delta Pilots Disability and Survivorship Plan if you:

- Are Disabled again for the same disability following 12 consecutive months of your return to work from PMNW disability status, or
- Become Disabled again for a different disabling condition after your return to work from PMNW disability status

If you return to work and become Disabled again for the same disability within 12 months of your return from PMNW disability status, you will be eligible for disability benefits under the terms of the NWA LTD Plan (described in Appendix A of this handbook).

## When LTD Benefit Payments End

Generally, you continue to receive LTD benefits for as long as you qualify. However:

- LTD benefits for disabilities resulting from one or more psychiatric conditions, alcoholism and/or drug abuse are limited to a lifetime maximum of 54 months, combined, for all psychiatric, alcoholism or drug abuse conditions. This limit does not apply if you also have a physical disability that runs concurrent with a disability due to psychiatric conditions, alcoholism and/or drug abuse and that physical disability alone would qualify you for LTD benefits.

For Event Dates between November 11, 2004 and July 1, 2012, where LTD benefits for disabilities resulting from one or more psychiatric conditions, alcoholism or drug abuse are continuing as of July 1, 2012, all months of disability benefits received both before and after July 1, 2012 will count toward the 54-month lifetime maximum

- LTD benefits for any one disability period due to one or more psychiatric conditions, alcoholism and/or drug abuse are limited to 30 months. This applies to Event Dates on or after July 1, 2012, and Event Dates that occurred between January 1, 2010 and July 1, 2012, where LTD benefits continue as of July 1, 2012. This limit does not apply if you also have a physical disability that runs concurrent with a disability due to psychiatric conditions, alcoholism and/or drug abuse and that physical disability alone would qualify you for LTD benefits.

**Note:** LTD benefits for psychiatric conditions, alcoholism and/or drug abuse can be extended for up to three months after you reach the 30-month per disability claim or 54-month lifetime maximum if you filed your initial application for the reinstatement of your first-class medical certificate prior to the end of the applicable period of disability and are waiting for the FAA's determination on that initial application. However, to qualify for this extension, you must promptly contact the Director – Health Services (DHS) to report the FAA's pending review of your application for your first-class medical certificate; submit information satisfactory to the DHS to show that you are proceeding promptly to regain your first-class medical certificate; are utilizing available resources provided by Delta, ALPA and/or other entities to assist you in regaining your first-class medical certificate; and are cooperating in a timely manner with all of the FAA's requests. This potential extension applies to Event Dates on or after July 1, 2012, and Event Dates that occurred between January 1, 2010 and July 1, 2012, where LTD benefits continue as of July 1, 2012.

- If you receive LTD benefits because Delta determines that you do not meet the standards established by the FAA for the issuance of a first-class medical certificate (including the FAA waiver and restriction policy), your LTD benefits stop if Delta reverses this decision
- LTD benefits are not paid until you see and are personally treated for the disabling condition by your Qualified Health Professional

**Note:** If you are no longer (or never were) under the care of a Qualified Health Professional for the disabling condition, you will be eligible for LTD benefits if you meet all of Plan's requirements and:

- You are unable to return to Active Payroll Status due to the FAA's pending review of your application for or possession of your first-class medical certificate following your timely and good faith disclosure of your medical condition to the FAA, the Director – Health Services (DHS), and/or your Aviation Medical Examiner (AME), and
- You promptly contact the DHS to report the FAA's pending review of your application for or possession of your first-class medical certificate; submit information satisfactory to the DHS to show that you are proceeding promptly to regain your first-class medical certificate; are utilizing available resources provided by Delta, ALPA and/or other entities to assist you in regaining your first-class medical certificate; and are cooperating in a timely manner with all of the FAA's requests

- LTD benefits are suspended during any period of time that you are not in compliance with your Qualified Health Professional's recommended treatment for your disabling condition, as provided in writing to you via statement, report, office notes or prescription. However, you are not considered out of compliance if you elect not to undergo a recommended treatment involving an invasive or experimental procedure
- LTD benefits are not paid in respect of any period after your attainment of the FAA Mandatory Retirement Age
- During any period that you are incarcerated following your conviction for a felony, if your Event Date is on or after July 1, 2012. However, a benefit in the amount of each forfeited disability payment will be paid to your eligible dependents as defined by the Delta Pilots Medical Plan (DPMP), if any. Payment will first be made to your current spouse. If there is no current spouse, payment can be made to your other eligible dependents, in proportions determined by the Plan
- As explained on page 19, a pilot may be *deemed* to have lost her first-class medical certificate while on medical leave on account of pregnancy. In this situation, LTD benefits will be provided for no more than six months

LTD benefits permanently cease when any of the following occur:

- You no longer meet the requirements for benefits under the Plan
- You reach the FAA mandatory retirement age (if you are on the seniority list on or after June 1, 2006)
- You die
- You voluntarily request that your benefit ceases and/or withdraw your application for benefits
- You fail to submit required evidence of continuing disability within a reasonable time requested by the Plan, including during any periods of incarceration following your conviction of a felony
- You reach any other Plan maximum, including the seven year limit that is applied to a disability period when you elect not to undergo an invasive medical procedure required by the FAA for the issuance of your first-class medical certificate. See "Special Rule for Invasive Procedures Required by the FAA" earlier in this "Long-Term Disability" section for details
- You fail to provide required information relating to offsets within a reasonable time requested by the Plan, including during any periods of incarceration following your conviction of a felony
- The Plan terminates

## ENHANCED DISABILITY BENEFITS

You may also be eligible for an Enhanced Disability benefit from the Plan. You must still meet all of the other criteria for disability benefits under the Plan in order to qualify for the Enhanced Disability benefit. This is an additional amount of disability benefit, but is only paid if you are Disabled under the Plan. It is not paid independently of the Plan disability benefits.

### Eligibility for Enhanced Disability Benefits

You are eligible for Enhanced Disability benefits if you meet all of the following requirements:

- You are qualified for TD or LTD benefits from the Plan,
- You remain Disabled following the later of:
  - The date you exhaust your sick leave,
  - If you are a member of the Delta Pilots Mutual Aid (DPMA), the date you exhaust DPMA program benefits,
  - If you are not a member of the DPMA, the date that is 12 full months following the date you exhaust your sick leave (does not apply if you were a member of the DPMA until you exhausted the DPMA maximum lifetime benefits), or
  - The date you exhaust Top-Up Disability benefits if you are a Pre-Merger NWA Pilot eligible under the Plan, and
- Your Enhanced Disability account is greater than zero

### Enhanced Disability Account

Beginning with the sick leave year ending May 31, 2017, for each sick leave year that you use less than 80 sick leave credit hours, your Enhanced Disability benefit account will be credited with the number of hours equal to:

50% multiplied by  
[80 hours — the number of sick leave hours used], up to 40 hours per sick leave year

There is no limit on the total number of hours that may accumulate in your Enhanced Disability benefit account.

For each hour paid under the Enhanced Disability benefit, an hour will be subtracted from your Enhanced Disability benefit account balance. This means that during each month that you receive Enhanced Disability benefits, up to a maximum of 80 hours will be subtracted from your Enhanced Disability benefit account. For partial months, your account will be reduced on a prorata basis.

## How to Calculate Your Enhanced Disability Benefit

Once you exhaust the sick leave, DPMA or Top-Up Disability benefits as outlined above and if you meet all of the other eligibility requirements described above, you will receive monthly Enhanced Disability benefits in addition to your LTD benefits.

Your additional monthly Enhanced Disability benefit is equal to:

50% multiplied by

[Up to 80 hours x composite hourly pay rate on the date you exhaust sick leave benefits]

## When Enhanced Disability Benefits Payments End

You continue to receive Enhanced Disability benefits until the earlier of the date you:

- No longer qualify for TD or LTD benefits under the Plan due to recovery, reaching age 65 or any other Plan limit,
- Exhaust your Enhanced Disability account, or
- Retire or otherwise terminate employment

# TOP-UP DISABILITY BENEFITS FOR PRE-MERGER NWA PILOTS

If you are a Pre-Merger NWA Pilot eligible under the Plan and are enrolled in the voluntary Delta Pilots Mutual Aid (DPMA) program, you may also be eligible for an additional Top-Up Disability benefit from the Plan.

The Top-Up Disability does just that – tops up the amount of your disability benefit by as much as an additional 50%. You must still meet all of the other criteria for disability benefits under the Plan in order to qualify for the Top-Up Disability benefit. This is an additional amount of disability benefit, but is only paid if you are Disabled under the Plan. It is not paid independently of the Plan disability benefits.

## Eligibility for Top-Up Disability Benefits

You are eligible for Top-Up Disability benefits if you meet all of the following requirements:

- You are approved for and are receiving TD or LTD benefits from the Plan,
- You elected DPMA membership when you were first eligible to do so and have maintained DPMA membership continuously,
- You remain Disabled after reaching the DPMA benefit duration guidelines, and
- Your NWA sick bank hours are greater than zero

## NWA Sick Bank Hours

For purposes of determining your eligibility for Top-Up Disability benefits, your NWA sick bank hours must be above zero. Your NWA sick bank hours are equal to your Initial NWA Sick Bank minus each Delta sick leave credit hour you use after June 1, 2009; however, when your NWA sick bank hours are 1,200 or less, then only those Delta sick leave credit hours you use in excess of 60 hours a year are subtracted from your NWA sick bank hours. Also, during each month that you receive DPMA benefits or Top-Up Disability Benefits, 80 hours are subtracted from your NWA sick bank hours.

## How to Calculate Your Top-Up Disability Benefit

Once you exhaust the DPMA benefits, if you have remaining NWA sick bank hours and meet all of the other eligibility requirements described above, you will receive monthly Top-Up Disability benefits in addition to your LTD benefits.

Your additional monthly Top-Up Disability benefit is equal to:

50% multiplied by [80 hours x composite hourly pay rate]

The composite hourly pay rate is the composite hourly rate of the position you held on your Event Date. If you did not hold a position on your Event Date, the composite hourly rate is the composite hourly rate in effect on your Event Date for the position you most recently held.

## When Top-Up Disability Benefits Payments End

You continue to receive Top-Up Disability benefits until the earlier of the date you:

- Reach zero NWA sick bank hours,
- No longer qualify for LTD benefits under the Plan,
- Retire or otherwise terminate employment, even if you have remaining NWA sick bank hours at that time, or
- Receive a total of 24 months of combined DPMA benefits and Top-Up Disability benefits (see exception below)

### Extension of Top-Up Disability Benefits

You are only eligible to receive a combined maximum of 24 months of DPMA benefits and Top-Up Disability benefits, unless your Initial NWA Sick Bank was greater than 1,920 hours.

While this exception will extend the potential maximum months of combined DPMA and Top-Up Disability benefits beyond 24 months, it does not guarantee this longer period of payment because you must still qualify by having remaining NWA sick bank hours and meeting the other Top-Up Disability benefit eligibility requirements during this extended period, as described above.

If your Initial NWA Sick Bank was over 1,920 hours, then your maximum combined DPMA and Top-Up Disability benefit from the Plan will be extended beyond 24 months, based on the following formula:

$$\frac{\text{Initial NWA Sick Bank} - 1,920 \text{ hours}}{80 \text{ hours}} = \text{Additional months of combined DPMA and Top-Up Disability benefits}$$

For example, if your Initial NWA Sick Bank was 2,080 hours, you would be eligible for an additional maximum combined months of DPMA and Top-Up Disability benefits as follows:

$$\frac{2,080 - 1,920 \text{ hours}}{80 \text{ hours}} = 2 \text{ additional months of combined DPMA and Top-Up Disability benefits}$$

## BENEFIT LIMITATIONS

Maternity Leave, TD and LTD benefits (including Enhanced Disability benefits and Top-Up Disability benefits) are not payable under the Plan:

- For disabilities caused or contributed to by war or invasion while you are engaged in military service or operations (unless you are actively employed and paid by Delta during such service, or you are in military service while on a leave of absence from the Company for a maximum of 60 days in any 12-month period)
- As a result of any disability that results directly or indirectly from an intentionally self-inflicted injury or disease
- For disabilities arising from crop dusting, spraying or seeding

TD benefits are not payable for any day on which you receive salary or other compensation from Delta.

If your Event Date falls on or after November 12, 2004, and your disability is due to one or more psychiatric conditions, alcoholism or drug abuse, no LTD benefits are payable under the Plan for the period that exceeds the 54-month lifetime maximum (combined for all psychiatric conditions, alcoholism and drug abuse), or for a disability period that began on or after January 1, 2010, a 30-month per disability maximum. See "When LTD Benefit Payments End" in the "Long-Term Disability" section of this handbook for more information.

No disability benefits are payable under the Plan for a period that exceeds seven years from your Event Date if you elect not to undergo an invasive medical procedure required by the FAA for the issuance of your first-class medical certificate. See "Special Rule for Invasive Procedures Required by the FAA" in the "Temporary Disability" or "Long-Term Disability" sections of this handbook for details.

In addition, if you are on the seniority list on or after June 1, 2006, TD and LTD benefits stop when you reach the FAA Mandatory Retirement Age.

## STATE DISABILITY PLANS

Pilots based in California, Hawaii, New Jersey, New York, Rhode Island and Puerto Rico are automatically enrolled in their state's (or commonwealth's) mandatory state disability plan; no action is required. You must pay the applicable premiums for this coverage through post-tax payroll deductions.

Any disability income received from a state disability plan will offset any TD and LTD benefits payable under the Plan.

The chart below provides a summary of the information available on the mandatory state disability plans at the time of publication for this handbook.

| Program           | Employee Contributions  | Disability Benefit   | Maximum Benefit Period |
|-------------------|---|--|------------------------|
| California 2018   | 1.0% of annual gross earnings up to \$114,967 (\$1,149.67/year max)<br><i>*Includes Paid Family Leave</i>                       | If you earn one-third or more of the State's Average Quarterly Wage (\$5,229.96): 60% of average weekly earnings from the highest quarter in the last 12-month period, to a maximum \$1,216 and a minimum of \$50 per week<br><br>If you earn less than one-third of the State's Average Quarterly Wage (\$5,229.96): 70% of average weekly earnings from the highest quarter in the last 12-month period, to a maximum \$1,216 and a minimum of \$50 per week | 52 weeks               |
| Hawaii 2018       | The lesser of 0.5% of average weekly earnings or \$5.34 per week (Must not exceed half the cost of this state mandated program) | 58% of average weekly earnings, to a weekly maximum of \$620 and a minimum of \$14 per week  | 26 weeks               |
| New Jersey 2018   | 0.19% of first \$33,700 of annual earnings (\$64.03/year max)   | 66 2/3% of the average weekly wage, to a weekly maximum of \$637   | 26 weeks               |
| New York 2018     | 0.5% of the first \$120 of weekly wage (\$6,240 annual earnings) up to a max of \$0.60/week (\$31.20/year)                      | 50% of average weekly wage; maximum weekly benefit is \$170  | 26 weeks               |
| Rhode Island 2018 | 1.1 % of first \$69,300 of annual earnings (\$762.30/year max)  | 4.62% of total high quarter wages in the base period, to a weekly maximum of \$831 and a minimum of \$94<br><br><i>If you have dependent children younger than 18 or handicapped children, you may be entitled to a dependency allowance. The dependency allowance is limited to five dependents and equal to the greater of \$10 or 7% of your weekly benefit rate</i>  | 30 weeks               |
| Puerto Rico 2018  | 0.3% of the first \$9,000 of annual earnings  | 65% of weekly earnings, to a weekly maximum of \$113 and a minimum of \$12   | 26 weeks               |

**For additional details and the most current information, please visit the State Disability Plans on Deltanet.** Additional information is available online:

- California – [www.edd.ca.gov](http://www.edd.ca.gov)
- Hawaii – <http://hawaii.gov/labor>
- New Jersey – <http://lwd.state.nj.us/labor/index.html>
- New York – [www.wcb.ny.gov](http://www.wcb.ny.gov)
- Rhode Island – [www.dlt.ri.gov](http://www.dlt.ri.gov) or [www.dlt.state.ri.us](http://www.dlt.state.ri.us)
- Puerto Rico - [www.trabajo.pr.gov](http://www.trabajo.pr.gov)

## RECOVERY OF OVERPAYMENTS

On occasion, you may receive more benefits than you are entitled to under the Plan. For example, overpayments may result from any of the following:

- Harvey Watt's determination that you are no longer Disabled, in which case you are not entitled to receive benefit payments
- An error in calculating your benefit
- Fraud
- Late application of offset amounts, such as state disability income benefits, Workers' Compensation on account of your employment with Delta and Earned Income that should offset the disability benefits to which you are entitled
- Adjustment(s) for retirement benefits that offset the disability benefit

If the Plan Administrator determines that the Plan overpaid Maternity Leave, TD or LTD benefits to you, the Plan Administrator will send you a letter informing you of the overpayment and notifying you that you must reimburse the Plan the entire overpayment amount.

For overpayments discovered after July 1, 2012, the Plan Administrator will not request repayment of any overpayments made more than 48 months before the date of the letter informing you of the overpayment, with the exception of overpayments made due to the Plan's incorrect offset for retirement benefits payable by the PBGC or due to you making an erroneous statement or omitting material facts when applying for and providing information requested by the Plan regarding your disability claim.

For the overpayment to be reimbursed to the Plan, you may elect to make either a lump sum repayment or, if you respond within 45 days of the date of the letter informing you of the overpayment, you may make periodic repayments during a period of up to 48 months. If you do not respond within the 45-day period, the Plan will recoup the overpayment in equal installments over the next six months by reducing your future benefits from the Plan. If there are insufficient monthly benefit payments from which to recoup the overpayment, you must pay the difference by sending a check to the Plan each month for the shortfall amount. If you default on a payment, the entire amount will become due and payable immediately, and the Plan may pursue collection of the amount (including interest and collection fees) to the fullest extent permitted by law.

Conversely, if the Plan Administrator determines that you were underpaid for any reason, the Plan will make a lump sum payment to you to correct the shortfall.

## APPLYING FOR BENEFITS

If you are getting close to exhausting all of your Accident Leave (if applicable) and Sick Leave, and you think you might qualify for Maternity Leave or disability benefits, contact Harvey Watt at **800-241-6103** or **404-767-7501** to request a Disability Benefit Package. This package contains the forms you need for Maternity Leave, TD and LTD benefits. These forms are also available online at Deltanet <https://deltaairlines.sharepoint.com/company/FlightOperations/Admin/Documents/Pilot%20Disability%20Guide.pdf>.

To be valid:

- Maternity Leave and TD claims must be filed within 180 days of the Event Date, and
- LTD claims must be filed within 180 days of the expiration of the TD period (26 weeks from the Event Date)

Properly completed and signed claim forms, along with copies of the required supporting documents, should be sent to:

Harvey Watt & Company  
Attention: Delta Disability Claims  
P.O. Box 20787  
Atlanta, GA 30320

**All properly completed forms and requested documents must be received before your claim can be considered. If a claim is not received within the 180-day claims filing periods discussed above, the claim will not be valid, unless the Administrative Committee, in accordance with ERISA, determines that an extension of the deadline may be made in such case.**

## Temporary Disability

Within 180 days of your Event Date, file the properly completed Statement for TD, which is included in the Disability Benefits Package, with Harvey Watt & Company at the address listed above. Although you have 180 days after your Event Date to file for Maternity Leave or TD benefits, you are urged to file before you exhaust your Accident Leave (if applicable) and Sick Leave to avoid an interruption in income.

Also, ask your Qualified Health Professional to complete the Physician's Statement of Disability to indicate the:

- Illness or injury causing your disability
- Dates and nature of treatment actually rendered, and
- Inclusive dates of your disability.

If a claim is not filed within the 180-day claims filing period discussed above, the claim will not be valid, unless the Administrative Committee, in accordance with ERISA, determines that an extension of the deadline may be made in such case.

If you are not able to return to work on the date your Qualified Health Professional indicated, you must submit additional certification from your Qualified Health Professional specifying the expected length of your disability. Certification must be submitted for further consideration to be given to your claim.

If you are able to return to work, you or your local Chief Pilot must notify the Disability Benefits department of your return to work date.

Generally, TD benefits are not paid if you are not under a Qualified Health Professional's care. However, if you are no longer (or never were) under the care of a Qualified Health Professional for the disabling condition, you will be eligible for TD benefits if you meet all of Plan's requirements and:

- You are unable to return to Active Payroll Status due to the FAA's pending review of your application for or possession of your first-class medical certificate following your timely and good faith disclosure of your medical condition to the FAA, the Director – Health Services (DHS), and/or your Aviation Medical Examiner (AME), and
- You promptly contact the DHS to report the FAA's pending review of your application for or possession of your first-class medical certificate; submit information satisfactory to the DHS to show that you are proceeding promptly to regain your first-class medical certificate; are utilizing available resources provided by Delta, ALPA and/or other entities to assist you in regaining your first-class medical certificate; and are cooperating in a timely manner with all of the FAA's requests

If your disability extends beyond the TD period, you must apply and qualify for LTD benefits (as described below) for your disability benefits to be continued. If you remain disabled, you will be required to submit ongoing medical proof of your disability to continue to receive disability benefits. Please refer to the "Proof of Continued Disability and Medical Review Process" section in this handbook for additional information on this process.

## Long-Term Disability

Within 180 days of the expiration of your TD benefit period, file the properly completed and signed Application For Disability Benefits, which is included in the Disability Benefits Package, along with copies of the required supporting documents, with Harvey Watt & Company at the address listed on the previous page. Although you have 180 days after expiration of your TD benefit period to file for LTD, you are urged to file before expiration of your TD benefit period to avoid an interruption in income.

All properly completed forms and requested supporting documents must be received before your claim will be considered to be filed. If a claim is not filed within the 180-day claims filing period discussed above, the claim will not be valid, unless the Administrative Committee, in accordance with ERISA, determines that an extension of the deadline may be made in such case.

Generally, LTD benefits are not paid if you are not under a Qualified Health Professional's care. However, if you are no longer (or never were) under the care of a Qualified Health Professional for the disabling condition, you will be eligible for LTD benefits if you meet all of Plan's requirements and:

- You are unable to return to Active Payroll Status due to the FAA's pending review of your application for or possession of your first-class medical certificate following your timely and good faith disclosure of your medical condition to the FAA, the Director – Health Services (DHS), and/or your Aviation Medical Examiner (AME), and
- You promptly contact the DHS to report the FAA's pending review of your application for or possession of your first-class medical certificate; submit information satisfactory to the DHS to show that you are proceeding promptly to regain your first-class medical certificate; are utilizing available resources provided by Delta, ALPA and/or other entities to assist you in regaining your first-class medical certificate; and are cooperating in a timely manner with all of the FAA's requests

## Claims Review

The Plan Administrator makes an initial determination within 45 days after receiving your claim, unless special circumstances require additional review of the claim, which may extend the claims decision period an additional 30 days.

If a second extension is necessary, you will receive written notice before the end of the first extension period. This notice provides the reasons that another extension is needed, the date you can expect a decision, the basis for making a determination regarding your benefit, issues that are delaying the decision, and the additional information needed to resolve those issues. You have at least 45 days to provide the additional information.

In some cases, you may be asked to submit to an independent medical examination or other testing, provide medical information that is in your control, or provide releases that permit the Administrative Committee to obtain medical information. Refusal to cooperate with such requests is grounds for denying your claim.

## Initial Approval Process

Once you notify Harvey Watt of your absence, you are assigned a claims examiner to help you apply for any benefits for which you may be eligible. Your claims examiner contacts your Qualified Health Professional to obtain medical documentation that details the exact nature of your illness or injury. Harvey Watt uses this information to determine whether you are Disabled under the terms of the Plan. Harvey Watt also speaks with your Qualified Health Professional about your ability to return to work based on medically supported recovery guidelines, and considers those durations as it certifies your claim for a specific period of time.

If your claim is denied, in whole or in part, you may appeal the decision. Refer to the "Appeals" section later in this handbook for details.

## Proof of Continued Disability and Medical Review Process

Once you begin to receive LTD benefits, the Plan Administrator may require you to submit periodic proof of your continued disability to confirm that you remain eligible for benefits. In addition to requiring proof of continued disability, the Plan Administrator may direct a medical review process if you are receiving LTD benefits.

### *Ongoing Proof of Continued Disability*

How often the Plan Administrator may require you to provide proof of your continued disability depends on the timing of your Event Date and the date your name is removed from the seniority list, among other things:

- *Event Date on or after September 1, 2001:*

The Plan Administrator may require you to provide proof of your continued disability quarterly for the first two years while you are receiving LTD benefits, and once annually thereafter, for up to 10 years after your Event Date or until you are removed from the seniority list, whichever occurs first. In addition:

- If you are on the seniority list on or after October 1, 2002, the Plan Administrator also may require you to provide proof of your continued disability annually for the first two years after you are removed from the seniority list
- If you are on the seniority list on or after June 1, 2006, you also may be subject to the medical review and neutral doctor process

- *Event Date before September 1, 2001:*

The Plan Administrator may require you to provide proof of your continued disability once annually while you are receiving LTD benefits, until you are removed from the seniority list. If you are on the seniority list on or after June 1, 2006, you also may be subject to the medical review and neutral doctor process

#### *Medical Review and Neutral Doctor Process*

If you are on the seniority list on or after June 1, 2006, whenever you are receiving LTD benefits, the Plan Administrator may direct a medical review if it has a good faith belief that you may no longer qualify for LTD benefits. Procedures for medical reviews are set forth in the PWA, in MOU #2, "Neutral Doctor Process Amendment to the D&S Plan," and summarized here.

The Plan Administrator may not direct a medical review more than once annually.

If your Aviation Medical Examiner (AME) determines that you are not eligible to exercise the privileges of your first-class medical certificate, the Plan Administrator may ask to review your medical records. You must make your medical records available.

The Plan Administrator also may require you to undergo a medical evaluation. Before sending you for that evaluation, the Plan Administrator and the ALPA Aeromedical Advisor confer on the choice of a medical evaluator (if you release the pertinent medical information to the ALPA Aeromedical Advisor).

The Plan Administrator selects the plan medical examiner (PMX) to evaluate you on behalf of the Plan. You must provide requested medical records to the Plan Administrator, and the Plan Administrator forwards pertinent medical records to the PMX. The PMX must notify you of his or her determination in writing.

If the PMX determines that you are not eligible to exercise the privileges of a first-class medical certificate, then your LTD benefits continue. However, if the PMX finds that you are eligible to exercise the privileges of a first-class medical certificate, then you may request further review of your case. The request is filed with the Plan Administrator. The filing deadline to request further review is the 30<sup>th</sup> day after you receive the PMX's written determination; if you do not file by then, your LTD benefits stop on the filing deadline.

If you request further review, you must choose and retain a pilot medical examiner (PME) who is qualified to conduct a similar medical evaluation. You must initially bear the expenses of retaining this PME. However, the Plan reimburses your PME expenses if your case proceeds to a neutral medical examiner (NME) and the NME finds that you are not eligible to exercise the privileges of a first-class medical certificate. Your PME expenses also are reimbursed if you are found eligible but the FAA declines to issue you a first-class medical certificate after your appeal.

If your PME concurs with the PMX that you are eligible to exercise the privileges of a first-class medical certificate, then your eligibility for disability benefits ends on the date of your PME's determination. No further review of your case is then authorized. However, your LTD benefits continue while your application for a first-class medical certificate is pending.

If your PME disagrees with the PMX, you may request a further review of your case by a neutral medical examiner (NME). You file this request with the Plan Administrator. The filing deadline for a neutral review is the 30<sup>th</sup> day after you receive your PME's written determination; if you do not file by then, your LTD benefits end on the filing deadline.

If you initiate a neutral review, an NME is selected by agreement between the PMX and the PME. The NME must determine whether you are eligible to exercise the privileges of a first-class medical certificate.

If the NME finds that you are not eligible to exercise the privileges of a first-class medical certificate, then your LTD benefits continue. In that case, the Plan pays the NME expenses and reimburses your PME expenses.

If the NME finds that you are eligible to exercise the privileges of a first-class medical certificate, you must apply for a first-class medical certificate with an AME of the NME's choosing as soon as possible, but not later than 30 days from your receipt of the NME's determination. While your application is pending, you continue to receive LTD benefits.

If the AME or FAA declines to issue you a first-class medical certificate, you must initiate an appeal. During this appeal, your LTD benefits continue.

If the FAA issues you a first-class medical certificate, you must present it to your Chief Pilot. In that case, the NME expenses are borne equally by you and the Plan, but you are not reimbursed for your PME expenses. Your pay on returning to work is a pro-rata portion of the designated monthly maximum credit hours, or the cap, from the date you presented your first-class medical certificate to your Chief Pilot to the date of your return to flight duty.

However, if the FAA refuses to issue you a first-class medical certificate, then your LTD benefits continue, the Plan pays the NME expenses and you are reimbursed for your PME expenses.

## RETURNING TO WORK

It is Delta's hope that you recover from disability and return to work. The following information may help you return to work after being on either TD or LTD or Maternity Leave.

If you are out for medical reasons for four months or longer, the company Director – Health Services (DHS) has the right to verify your medical fitness to return to work, regardless of whether you have a current first-class medical certificate. When you are cleared to return to flight status, your category is determined in accordance with the PWA. You should submit medical to the Pilot Support and not Air Crew Records as you would with a normal annual medical. Submitting to Air Crew Records can potentially result in a return to work date later than anticipated.

A pilot's return to flight status from Maternity Leave will be contingent upon medical certification from the pilot's physician of her fitness to return to flight status without restrictions or limitations.

You should notify Harvey Watt of your return to duty to ensure that your last disability check is correct. This avoids an overpayment and your obligation to reimburse the Plan. If you are receiving Delta Pilots Mutual Aid (DPMA) or other private benefits, you should advise DPMA of your return to work to avoid overpayment of those benefits as well.

Contact the Chief Pilot Support Center to ensure that you have access to DBMS, and to determine your bid status when you return to work.

Before you return to work from your disability leave, you must obtain a release from your treating physician and present the release to your local Chief Pilot. If you do not, Delta has the right to prevent your return until you do so.

## OTHER DELTA BENEFITS

The following is an outline of Delta benefits that may be applicable to employees on an approved disability status. For details and additional information, refer to your benefit information. For more information about benefit premiums, contact the ESC at **1-800 MY DELTA (1-800-693-3582)**.

### Health and Welfare Benefits

If you qualify for disability benefits under the Plan, including Maternity Leave, you and your eligible family members may continue medical and dental coverage if you are enrolled in this coverage at the time of your Event Date.

However, if you and your eligible family members had opted out of Delta medical and dental coverage before you became Disabled, you cannot reinstate your Delta coverage unless and until you:

- Return to Active Payroll Status
- Lose other coverage and qualify for a HIPAA special enrollment, or
- Retire

These circumstances also apply if, for any reason, you choose the "No Coverage" option during an annual open enrollment period after you become Disabled.

If you qualify for disability benefits and are enrolled in Delta medical and dental coverage, you will be given the opportunity each annual open enrollment period to change your medical and dental option for you and the dependents you cover (provided you do not elect the "No Coverage" option). However, you must continue to pay all required premiums to be included in future Annual Open Enrollments.

If you choose not to cover an eligible dependent during the year that you become Disabled, or you drop that dependent during an open enrollment period, you cannot add that dependent to your coverage during the time you are inactive on disability, unless you experience a Qualified Life Event or HIPAA special enrollment event allowing you to add that dependent back to your coverage. In addition, if you have a new dependent while on disability (for instance, because of marriage or birth), you may only add that dependent to Delta coverage during the 60-day period following the event (this is a HIPAA special enrollment right). If you do not act during that period, you may not add the dependent to coverage unless and until you return to Active Payroll Status. To learn how to report this dependent and add the child to coverage, see the "Life Events" section of the *Healthcare Benefits Handbook: Delta Account-Based Healthcare Plan* or the *Healthcare Benefits Handbook: Delta Pilots Medical Plan*, depending on which plan you are enrolled in for medical coverage.

If you are also disabled under Social Security, you are likely to be Medicare eligible. In this case, Medicare pays first for you and any Medicare-eligible dependents. Since the Delta plan is secondary to Medicare, your Delta benefits are calculated based on the amount Medicare pays. You must notify the ESC no later than 60 days after the date you enroll in Medicare.

**Note:** In determining the amount that the Delta medical plans will pay for a healthcare claim, it is assumed that you are enrolled in Medicare whether or not you are actually enrolled. For more information on how your Delta benefits coordinate with Medicare, please see the "Coordination of Benefits; Subrogation and Right of Recovery" section in the *Healthcare Benefits Handbook: Delta Account-Based Healthcare Plan* or the *Healthcare Benefits Handbook: Delta Pilots Medical Plan*, depending on which plan you are enrolled in for medical coverage.

If you no longer qualify for disability benefits, including because you exhaust the maximum benefit period for disability related to a psychiatric condition, alcoholism or drug abuse, and do not return to work at Delta, you may continue medical and dental coverage under COBRA or premium pay processes if you are enrolled at that time. If eligible, you must elect COBRA coverage within 60 days after your disability benefits end.

### **Contributions to the Optum Bank Health Savings Account (HSA)**

If you participate in one of the Delta Account-Based Healthcare Plan (DABHP) HSA medical options and are making payroll deductions to an HSA with Optum Bank, pre-tax contributions to your Optum Bank HSA automatically continue if you start receiving disability benefits, including Maternity Leave, under the Plan.

### **Flexible Spending Accounts (FSAs)**

If you participate in the Healthcare FSA and/or Dependent Care FSA, pre-tax contributions automatically continue while on Active Payroll Status, which includes any time on sick status, and once you start receiving disability benefits, including Maternity Leave, under the Plan.

You can submit claims for eligible expenses; however, please note that dependent day care expenses you incur while not working (such as while on disability) are not eligible for reimbursement from your Dependent Care FSA.

If you leave Delta during the year, or if your disability benefits cease, and you had an FSA election in effect, you can submit claims for eligible expenses incurred before the date your contributions ceased. An expense is incurred when the services that result in the expense are rendered, not when you pay the expense.

## **Voluntary Insurance**

Voluntary insurance includes Optional Life insurance, Spouse Life, Child Life, Group Accident Insurance and Group Accident Insurance for Private Pilots that you may have elected. While on SLOA, including Maternity Leave or disability, you must continue to pay the applicable insurance premiums for your elected coverages.

If you do not pay these premiums, coverages will be canceled automatically at the end of the period for which premiums were last paid.

## Passes

If you are absent from work due to illness or injury, you must take steps to facilitate your return to work as quickly as possible; you should refrain from any activity that is inconsistent with your medical restrictions or that could delay your return to work — this includes the use of non-revenue standby pass travel.

If you are on approved TD, you continue to be eligible for active employee pass travel privileges on Delta; interline travel is not permitted. If you transition to LTD, your travel privilege will be determined by your age and years of service on your Event Date, as follows:

- If you are at least age 50 with 10 years of consecutive service at the time your approved disability leave began, you will be eligible for the same pass privileges as a regular Delta retiree
- If you are under age 50 but have at least nine years of consecutive service at the time your approved disability leave began, you will be eligible for 18 S3B domestic/transoceanic flight days every pass anniversary year
- If you have fewer than nine years of service at the time your approved disability leave began, you will receive 18 S3B domestic/transoceanic flight days every pass anniversary year for the length of your completed years of service only

All travel for you, your spouse or domestic partner, and eligible dependent children will be classified as SA-3B while on approved LTD status. Disabled personnel who travel using an incorrect boarding classification will be penalized a fee of \$150 for exceeding their boarding priority allotment.

For information on eligibility for non-revenue and reduced-rate travel for pilots on LTD, visit Deltanet or call the ESC at **1-800 MY DELTA (1-800-693-3582)**.

## Pilots Savings Plan

### Company Contributions

While you receive TD, LTD or Maternity Leave benefits and remain a pilot, the company will continue to make monthly contributions you are eligible for under the Delta Pilots Savings Plan (DPSP). A pre-merger Delta pilot will be eligible for these contributions only if he or she was on the seniority list on or after June 1, 2006. Company contributions will be made while you remain on the seniority list and after you are removed from the seniority list due to reaching the maximum time period allowed on disability leave (currently 10 years), in accordance with the formula and provisions of the DPSP. In some cases, these contributions will be paid directly to you as a cash payment, rather than being contributed to the DPSP.

For more information, see the *Delta Pilots Savings Plan Benefits Handbook*.

## Pilot Contributions

The DPSP accepts contributions from disability pay for certain eligible Disabled pilots.

Disabled pilots must meet the following eligibility requirements to make 401(k) deferrals to the DPSP from their disability earnings:

- Pilots who are on the Pilot Seniority List on or after 6/1/06
- Pilots who are considered eligible participants in the DPSP
- Pilots who are removed from the Seniority List remain eligible to make employee contributions on their disability earnings as long as they continue to receive disability pay

Ineligible pilots include those that have retired or terminated, and pilots who are receiving disability pay from the NWA LTD Plan.

Deferral limits for Disabled pilots are the same as those for pilots on Active Payroll Status in accordance with the formula and provisions of the DPSP.

If you wish to make deferrals to the DPSP while on disability leave, you must make a separate deferral election. Your deferral elections made to the DPSP prior to your disability leave *will not apply* while you are receiving TD or LTD benefits.

To elect to have deferrals made from your disability payments, go to NetBenefits at [www.netbenefits.com](http://www.netbenefits.com), click on "Contribution Amount" and indicate what percentage of your disability payment you would like to contribute to your DPSP account. You may also contact the Delta Service Center at Fidelity by calling **800-554-0262** to make your deferral election or to get answers to any questions you may have.

## Your Rights Under the Family and Medical Leave Act

Employees on a disability leave of absence may also be eligible for leave under the federal Family and Medical Leave Act (FMLA), state family and medical leave laws and/or Delta-provided family and medical leave. Generally, leaves taken under these laws or programs run concurrently with disability leaves.

Eligibility requirements and additional information concerning FMLA leave can be found in Section 13 H. of the PWA. The application for FMLA leave is available on Deltanet under "Pilot Leaves".

# APPEALS

## If Your Benefit Claim Is Denied

### Initial Claims Decision

If your claim for disability benefits or Maternity Leave benefits under the Plan is denied, you receive written notification of the denial from Harvey Watt within 45 days of the date the claim was received. However, in special circumstances, Harvey Watt may require additional time to review the claim, and the 45-day period may be extended by up to two additional 30-day periods. If such additional time is needed, you will be notified of the reasons for the delay and the date you can expect to receive a decision on your claim.

The written notification of your denial will be provided in a culturally and linguistically appropriate manner and contain the following information:

- Specific reasons for the denial and reference to the specific Plan provisions on which the claim determination was based
- Description and explanation of any additional information needed to process your claim and an explanation of why such information is necessary
- A discussion and explanation of the reasons for disagreeing with or not following (i) the views presented by your treating physician or evaluating vocational professional; (ii) the views of medical or vocational experts whose advice was obtained by the plan in connection with the denial, even if that advice was not relied on in making the determination; and (iii) the disability determination made by the Social Security Administration that you presented to the Plan
- Description of the Plan's appeal procedures and the applicable time limits, as well as your right to bring legal action under Section 502(a) of ERISA after you exhaust the Plan's appeals process
- The specific internal rule, guideline, protocol or similar criterion of the Plan that was relied on in determining your claim, or a statement that such rules, guidelines, etc. do not exist
- A statement that you have the right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits
- If the denial was based on medical necessity, experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge, on request

### Right of Appeal

If you do not agree with the denial determination made by Harvey Watt, you or a representative designated in writing by you may appeal directly to Harvey Watt. You have 180 days to appeal after receipt of your written denial from Harvey Watt.

The request for appeal must be in writing and addressed to:

Harvey Watt & Company  
Attention: Delta Disability Claims  
P.O. Box 20787  
Atlanta, GA 30320

You are encouraged to submit additional facts, documents or other material relevant to your claim. In addition, on request and free of charge, you may have reasonable access to, and copies of, all documents, records and other information relevant to your claim and a listing of the medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your claim determination.

Harvey Watt will not provide an adverse appeal decision unless you are provided free of charge and sufficiently in advance of the appeal response deadline, (i) any new or additional evidence considered, relied upon or generated by the Plan or any other person making the benefit determination; or (ii) if the decision is based on a new or additional rationale, such rationale.

You will receive written notification of the decision from Harvey Watt within 45 days of the date the appeal was received. However, if special circumstances require, Harvey Watt may extend its review time by up to an additional 45-day period. If such additional time is needed, you will be notified of the reasons for the delay and the date you can expect to receive a decision on your appeal.

If, in the notice of delay, additional information is requested from you to complete the review, you have at least 45 days to provide the specified information. In such case, the 45-day period for the decision begins on the date your response is received.

If your appeal is denied, you will be informed in writing of the decision. The written notification of your denial will be provided in a culturally and linguistically appropriate manner and will contain the following information:

- Specific reasons for the denial and reference to the specific Plan provisions on which the claim determination was based
- A discussion and explanation of the reasons for disagreeing with or not following (i) the views presented by your treating physician or evaluating vocational professional; (ii) the views of medical or vocational experts who advice was obtained by the plan in connection with the denial, even if that advice was not relied on in making the determination; and (iii) the disability determination made by the Social Security Administration that you presented to the Plan
- Description of the Plan's additional appeal procedures and the applicable time limits, as well as your right to bring legal action under Section 502(a) of ERISA after you exhaust the Plan's appeals process
- The specific internal rule, guideline, protocol or similar criterion of the Plan that was relied on in determining your claim, or a statement that such rules, guidelines, etc. do not exist
- A statement that you have the right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits
- If the denial was based on medical necessity, experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge, on request

## Second Level of Appeal

If your appeal is denied by Harvey Watt, a second-level appeal to the Administrative Committee is available. If the denial of your claim for disability benefits is upheld by Harvey Watt, you or your authorized representative have 90 days from the date of your appeal denial to make an appeal to the Administrative Committee. This request for appeal must be in writing and addressed to:

Administrative Committee of Delta Air Lines, Inc.  
1030 Delta Boulevard  
Department 844  
Atlanta, GA 30354

The Administrative Committee's review is based only on the written record. In your request for an appeal, you should include all written comments, documents, records and any other information that you believe is pertinent to your claim.

The Administrative Committee will not provide an adverse appeal decision unless you are provided free of charge and sufficiently in advance of the appeal response deadline, (i) any new or additional evidence considered, relied upon or generated by the Plan or any other person making the benefit determination; or (ii) if the decision is based on a new or additional rationale, such rationale.

The Administrative Committee reviews your appeal at its next regularly scheduled quarterly meeting following its receipt of your appeal request. However, if your appeal is received within 30 days before the date of the next regularly scheduled quarterly meeting, your appeal will be considered at the following meeting. If special circumstances require a further extension of time to review your appeal, the Administrative Committee may consider the claim at the third meeting following receipt of the appeal, with written notice to you explaining the reasons for the delay. In addition, you may request that the Administrative Committee delay its review until as late as the date of the third meeting following receipt of the appeal. No further delay may be requested.

Following review of the appeal, the Administrative Committee will notify you in writing of its decision no later than five days after the decision is made. The notification will be provided in a culturally and linguistically appropriate manner and will provide the same information described above under the section entitled "Right of Appeal".

## Consultation With a Healthcare Professional

In considering your appeal of a denied disability benefit determination that is based in whole or in part on a medical judgment, Harvey Watt consults with a healthcare professional who has appropriate training and experience in the field of medicine related to your claim.

Any healthcare professional retained for this purpose cannot have been consulted in connection with the denial that is the subject of the appeal, nor can he or she be the subordinate of a healthcare professional who was consulted about the denial.

## Exhaustion of Remedies

You must exhaust all levels of claim review described in this section before any legal action for benefits under the Plan may be filed. Following exhaustion of the claim review procedures described here, a claim for disability benefits that exceeds \$1,000 may be grieved in accordance with the Benefit Review Board Letter of Agreement between the company and the Air Line Pilots Association.

# PLAN ADMINISTRATION AND LEGAL RIGHTS

This section contains a description of general administrative and legal information applicable to the Plan, of which Maternity Leave benefits, TD benefits, LTD benefits and the NWA LTD benefits described in Appendix A are a part.

## Plan Name

Delta Pilots Disability and Survivorship Plan

## Type of Plan and Administration

The Plan is an employee welfare benefit plan (disability benefits) under ERISA. The third-party contract claims administrator is Harvey Watt & Company. You may contact the third-party contract claims administrator at the following address:

Harvey Watt & Company  
Attention: Delta Disability Claims  
P.O. Box 20787  
Atlanta, GA 30320

## Plan Sponsor/Employer/EIN and Plan Identification Number

The Plan Sponsor and employer is Delta Air Lines, Inc. You may contact the Plan Sponsor at the following address:

Delta Air Lines, Inc.  
P.O. Box 20706  
Atlanta, GA 30320-6001

The Employer Identification Number (EIN) assigned by the IRS is 58-0218548. The Plan Number assigned to the Plan is 504.

## Labor Organization Members Covered by the Plans

The Plan is maintained pursuant to the terms of a labor agreement between Delta and the Air Line Pilots Association (ALPA), 535 Herndon Parkway, Herndon, VA 20170. Participants and beneficiaries covered by the labor agreement may obtain a copy of the applicable agreement by sending a request to:

Secretary, Administrative Committee  
Delta Air Lines, Inc.  
Department 844  
P.O. Box 20706  
Atlanta, GA 30320-6001

The ALPA agreement also may be examined by participants and their beneficiaries in the offices of the Delta Flight Operations Department, Delta Air Lines, Inc., P.O. Box 20706, Department 029, 1010 Delta Boulevard, Atlanta, GA 30320-6001.

## Agent for Service of Legal Process

The agent for service of legal process on the Plan, and the address where process can be served, is:

Secretary, Administrative Committee  
Delta Air Lines, Inc.  
Department 981  
1030 Delta Boulevard  
Atlanta, GA 30354

Legal service of process also can be made upon the Trustee.

## Plan Year

The Plan Year begins July 1 of each year and ends on June 30 of the following year.

## Plan Administrator

The Administrative Committee of Delta Air Lines, Inc. ("Delta") is the named fiduciary for administration of the Plan and is responsible for:

- Operation and administration of the Plan (except for purposes of formulating and managing the investment policies and controlling the assets that are the responsibility of the Benefit Funds Investment Committee of Delta)
- Exclusive power to construe and interpret the Plan and determine questions of eligibility for participation and receipt of benefits
- Determining the amount, the manner and the time of payment of benefits
- Authorizing the payment of benefits and reasonable expenses for administering the Plan
- Carrying out the provisions of the Plan pertinent to the responsibility of the Administrative Committee; and
- Delegation of any of its fiduciary authority to determine and review claims.

In exercising its functions, the Administrative Committee or its delegate has the broadest discretionary authority permitted under law. Members of the Administrative Committee are appointed by the Executive Vice President – Human Resources of Delta. The Administrative Committee members may be substituted or removed from their positions at the sole discretion of the Executive Vice President – Human Resources. They receive no compensation in their capacities as members, but receive compensation as employees of Delta.

The address and telephone number of the Administrative Committee are:

The Administrative Committee of Delta Air Lines, Inc.  
Department 844  
P.O. Box 20706  
Atlanta, GA 30320-6001  
**404-715-2600**

## Discretionary Authority of the Plan Administrator and the Claims Administrator

The Administrative Committee has delegated to Harvey Watt or its affiliates (the "Claims Administrator") the authority to determine claims eligibility and benefit amounts in accordance with the Plan's terms. As such, the Claims Administrator has the broadest discretionary authority permitted under law to interpret the provisions of the Plan and determine eligibility for benefits. The Claims Administrator has complete discretionary authority to determine any and all questions concerning the administration and interpretation of the Plan, including questions about eligibility to participate in the Plan; eligibility for benefits; the relevant facts; the amount and type of benefits payable to any participant; and the construction of all terms of the Plan.

Respective decisions by the Plan Administrator and the Claims Administrator will be final, conclusive and binding on all parties claiming to have an interest in the Plan and not subject to further review by Delta. TD and LTD Benefits will be paid under the Plan only if the Claims Administrator or the Plan Administrator decides, in its sole authority, that the participant or other claimant is entitled to them. However, the LTD Board of the Northwest Airlines Long Term Disability Plan for Pilot Employees (Appendix A of this handbook) (the "LTD Board") has the power to hear all disputes arising out of the application and interpretation of that Plan, including the decision of the existence or cessation of a Disability.

You may use this information to contact the Claims Administrator:

Harvey Watt & Company  
Attention: Delta Disability Claims  
P.O. Box 20787  
Atlanta, GA 30320  
**800-241-6103**  
[www.harveywatt.com](http://www.harveywatt.com)

## Plan Fiduciaries

The members of the Administrative Committee are the named fiduciaries for purposes of operation and administration of the Plan. However, the Administrative Committee delegated the complete and broadest discretion to decide and review certain benefit claims to Harvey Watt, as previously described. The LTD Board is a fiduciary with respect to claims decisions under Appendix A of this handbook.

The members of the Benefit Funds Investment Committee are the named fiduciaries for formulating the investment policies and managing/controlling the assets of the Plan. Among its duties, the Benefit Funds Investment Committee or its delegate appoints (and discharges) investment managers and trustees to manage and maintain custody of the assets of the Plan.

## Source of Contributions and Funding

The disability benefits under the Plan are company-funded through a Trust associated with the Plan.

## Organizations That Accumulate Assets or Provide Benefits

The Plan is funded through the Delta Pilots Disability and Survivorship Trust, a 501(c)(9) voluntary employee beneficiary association to which the company contributes. Investment managers (appointed by the Benefit Funds Investment Committee) invest the assets of the Plan that are held in the Trust. The investment performance of the investment managers is periodically reviewed by the Benefit Funds Investment Committee. The trustee makes benefit payments as directed by the Administrative Committee or its delegates. In addition, the benefits may be funded by contributions made directly to the Plan by the company.

## Plan Trustee

The following entity serves as the trustee of the Delta Pilots Disability and Survivorship Trust:

JPMorgan Chase Bank, N.A.  
270 Park Avenue  
New York, NY 10017

## Electronic Media

The Plan Administrator may use electronic media in accordance with the provisions of ERISA to satisfy all disclosure and recordkeeping obligations imposed on the Plan under Title I of ERISA.

## Assignment of Benefits

Except as required by law, no benefit, payment or distribution under the Plan is subject to the claim of any creditor of a participant, or to any legal process by any creditor of the participant, and the participant does not have any right to alienate, commute, anticipate or assign all or any portion of any benefit, payment or distribution under the Plan.

However, a participant may make a voluntary and revocable assignment, but only for such purposes as the Plan Administrator may specify from time to time.

## Misstatement in Application for Benefits

If an employee in any application or response to the Plan Administrator or Claims Administrator makes any statement that is erroneous, omits any material facts, or fails to correct any information that he previously incorrectly furnished to the Plan for its records, the amount of benefits will be adjusted on the basis of the facts, and the amount of any overpayment due will be adjusted or recovered by the means described in the section relating to overpayments in this handbook.

## Assistance in Reading the English Language

If, due to language translation difficulties, you need assistance interpreting this handbook, you may contact the ESC at **1-800 MY DELTA (1-800-693-3582)**. A customer center representative will be pleased to work with you to provide the necessary explanations of rights and obligations under the Plan, as well as the procedures to be followed in obtaining needed assistance.

## Statement of ERISA Rights

As a participant in the Delta Pilots Disability and Survivorship Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

### Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA)
- Obtain, on written request to the Plan Administrator, copies of documents governing the operation of the Plan, including copies of the latest annual report (Form 5500 series) and updated summary plan description. The Plan Administrator may impose a reasonable charge for the copies
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report

### Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties on the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including Delta or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### *Enforce Your Rights*

If your claim for a health and welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance:

- If you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator
- If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in state or federal court
- If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (if, for example, it finds your claim is frivolous).

*Assistance With Your Questions*

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest EBSA office listed in your telephone directory.

Or you can contact the Department of Labor's Division of Technical Assistance and Inquiries by writing to:

Employee Benefits Security Administration  
U.S. Department of Labor  
200 Constitution Avenue, NW  
Washington, DC 20210

You also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefit Security Administration at **866-275-7922**. You may also visit the EBSA's Web site at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

## TERMS TO KNOW

Unless otherwise indicated, these terms are not applicable to the Northwest Airlines LTD Plan for Pilot Employees SPD (described in Appendix A of this handbook).

### **Accident Leave**

If you are sick because of an injury that occurred while on duty with the company, you may be eligible for up to 90 days of Accident Leave for each separate accidental injury. Accident Leave must be exhausted before you can begin using Sick Leave. For details, see Section 14 C of the PWA.

### **Active Payroll Status**

You are considered on Active Payroll Status if you are on Delta's active payroll (except when reinstated to Active Payroll Status for payment of vacation pay only).

### **Disabled**

For purposes of the Plan, to be considered Disabled, you must:

- **For TD**, be continuously unable to perform your customary occupation as a result of injury, pregnancy, sickness or disease (including natural deterioration, and including mental or nervous disorders and occupational injuries and illnesses)
- **For LTD**, meet the requirements for TD and be unable to exercise the privileges of a first-class medical certificate, as determined by the Plan

### **Earned Income**

The term "Earned Income" includes the following:

- Any salary or pay you receive from any employer, including overtime, vacation pay, bonuses, severance pay or similar payments
- If you are self-employed, your net profit from working or managing your own business
- Generally, all income subject to federal employment taxes or self-employment income is considered Earned Income

"Earned Income" does *not* include the following (unless received in the course of your trade or business):

- Any income reported on a Form 1099, such as annuities, pensions, veterans benefits, military retired pay, withdrawals from 401(k) plans, unemployment compensation, interest and dividends from savings accounts, stocks, personal loans, home mortgages, insurance proceeds, gifts, inheritances, estates, trusts, endowments, prizes, awards, gambling or lottery winnings, alimony/child support, scholarships or fellowships, pay for jury duty, capital gains from the sale of personal property, amounts received in court actions, and rents or royalties

## Earnings

For purpose of your Maternity Leave, TD and LTD benefit calculation, the term "Earnings" generally means the gross amount that you are paid each month for personal services performed for Delta, based on your normal rate of compensation, plus:

- Your pre-tax contributions to retirement and welfare benefit plans
- Overtime
- Incentive compensation, bonuses or profit sharing payments paid on or after September 1, 2001
- Vacation bank paid on or before the end of the vacation year, but before the last day you are paid, and
- Amounts paid under the Delta Air Lines, Inc. Pilots Profit Sharing Program that was established May 1, 1996

"Earnings" does **not** include:

- Expense allowances and amounts paid for the reimbursement of expenses
- Amounts paid in conjunction with retirement, disability, death or termination of employment in lieu of earned and accrued vacation that has not been taken
- Relocation incentive benefits
- Imputed income due to fringe benefits provided by Delta
- Amounts paid or reported as income when Delta stock options are issued or exercised
- Benefits paid from any other Delta plan (including after-tax income paid from the Delta Air Lines, Inc. Pilots Cafeteria Plan), and
- Excess Payments as defined in the Pilots Working Agreement

## Enhanced Disability Benefit

Enhanced Disability benefits are additional company-provided benefits that may be available to pilots.

## Event Date

Your TD period begins on the date that you are prevented from performing the duties of your occupation solely because of injury, pregnancy, sickness or disease (including natural deterioration), provided that date occurs prior to or coincident with the cessation of your Earnings. This date becomes your Event Date for all purposes of that disability under the Plan.

## Final Average Earnings

Final Average Earnings may be used as a basis to calculate Maternity Leave, TD and LTD benefits that you receive. Final Average Earnings is the monthly average of your highest 12 consecutive months of normal Earnings out of the last 36 months while you are on Active Payroll Status (including Accident and Sick Leave and vacation). However, if the last 36 months that you are on Active Payroll Status contain a month when you were on inactive status for more than 15 days, then the month immediately following will not be counted in the 36 months. Instead, an additional month in the consecutive period preceding the first day you were absent will be included as part of the 36 month period of normal Earnings.

## **Harvey Watt & Company (Harvey Watt)**

Harvey Watt is the third-party administrator of the TD and LTD benefit. In this role, Harvey Watt has the authority to determine whether a pilot has met the requirements to receive TD or LTD benefits.

## **Initial NWA Sick Bank**

If you were a Pre-Merger NWA Pilot, your Initial NWA Sick Bank is equal to your NWA sick bank balance on the date you became eligible for this Plan, minus the number of Delta sick leave credit hours you were awarded upon your transition to the Delta sick leave system.

## **Long-Term Disability (LTD)**

LTD is company-provided coverage that pays you a monthly benefit after your 26-week TD period expires or you have exhausted your Accident Leave (if applicable), Sick Leave and Maternity Leave (if applicable), whichever occurs later. You will receive LTD benefits if the Plan Administrator determines that you are Disabled.

## **Maternity Leave Benefits**

Pay to eligible pilots for approved time away from work due to pregnancy. Maternity Leave benefits provide 100% pay for a maximum of nine weeks (depending on delivery).

## **Plan**

The Delta Pilots Disability and Survivorship Plan.

## **Pre-Merger NWA Pilot**

Pilots who were on the Northwest Airlines seniority list on October 29, 2008 and remain a Delta pilot.

## **Qualified Health Professional**

A Qualified Health Professional is person who is a member of a category of healthcare professionals determined to be appropriate by the Plan Administrator for the treatment of the disabling condition, including but not limited to the categories of physician, surgeon, osteopath and chiropractor, as well as any other category of professional designated by the Plan Administrator as a Qualified Health Professional.

## **Qualified Life Event**

A Qualified Life Event that will allow a dependent to be added to medical/dental/vision coverage is a marriage, birth, adoption or placement for adoption, or the loss of other health coverage under certain situations.

## **Sick Leave**

Sick Leave is time for which you are paid if you are unable to work because of sickness. You must exhaust your Sick Leave before you may receive take Temporary Disability (TD). For details, see Section 14 of the PWA.

## **Temporary Disability (TD)**

TD is a company-provided benefit that pays you a semi-monthly benefit beginning on the eighth day of continuous disability, or after all your Accident Leave (if applicable), Sick Leave and Maternity Leave (if applicable) are exhausted, whichever occurs later. You qualify for TD if you are Disabled.

## **Top-Up Disability**

Top-Up Disability benefits are additional company-provided benefits that may be available to a Pre-Merger NWA Pilot.

## **Waiting Period**

The Waiting Period is the first seven days you are Disabled.

## **Workers' Compensation**

Workers' Compensation payments are income benefits that you receive from Workers' Compensation insurance for an occupational illness or injury.

## WHERE TO GET MORE INFORMATION

If you have any questions concerning the information in this handbook, please contact the appropriate benefit area listed below. Additional frequently called phone numbers can be accessed on Deltanet (<http://dlnet.delta.com>).

| Benefit Type   | Contact  |
|--|--|
| <b>Absence Management</b> <ul style="list-style-type: none"> <li>• TD benefit determinations</li> <li>• LTD benefit determinations</li> </ul>  | Harvey Watt & Company<br>P.O. Box 20787<br>Atlanta, GA 30320<br>404-767-7501 or 800-241-6103<br>404-761-8326 (fax)   |
| <b>Family &amp; Medical Leave Act</b>  | Chief Pilots office  |
| <b>Medical</b> <ul style="list-style-type: none"> <li>• Delta Account-Based Healthcare Plan (DABHP) <ul style="list-style-type: none"> <li>– HRA Medical Option, OOA HRA Medical Option, Gold HSA Medical Option, OOA Gold HSA Medical Option, Silver HSA Medical Option, Bronze HSA Medical Option, Puerto Rico OOA Medical Option</li> </ul> </li> <li>• Delta Pilots Medical Plan (DPMP) <ul style="list-style-type: none"> <li>– Network Option, OOA Option</li> </ul> </li> <li>• Health Plan Hawaii</li> <li>• Humana Health Plans of Puerto Rico</li> </ul> | UnitedHealthcare<br>P.O. Box 740800<br>Atlanta, GA 30374-0800<br>877-683-8555<br><a href="http://www.myHealthcareView.com">www.myHealthcareView.com</a><br><br>Hawaii Medical Service Association<br>818 Keeumoku Street<br>Honolulu, HI 96814<br>Current Members: 808-948-6372<br>Prospective Members: 808-948-6111<br><a href="http://www.hmsa.com">www.hmsa.com</a><br><br>Humana Health Plan of Puerto Rico<br>Edificio El Mundo 3er. Piso<br>383 Ave F D Roosevelt<br>San Juan, PR 00918-2131<br>787-282-7900 ext. 5500<br><a href="http://www.humana.com">www.humana.com</a> |
| <b>Dental</b> <ul style="list-style-type: none"> <li>• DABHP <ul style="list-style-type: none"> <li>– Basic Dental Option</li> <li>– Comprehensive Dental Option</li> </ul> </li> <li>• DPMP Dental Option</li> </ul>  | MetLife Dental Claims<br>P.O. Box 981282<br>El Paso, TX 79998-1282<br>855-700-7992<br>Fax: 1-859-389-6505<br><a href="http://www.metlife.com/mybenefits">www.metlife.com/mybenefits</a><br>(company name "Delta Air Lines")  |
| <b>Vision</b>  | EyeMed Vision Care (EyeMed)<br>First American Administrators<br>Attn: OON Claims<br>P.O. Box 8504<br>Mason, OH 45040-7111<br><br>833 DELTA VP (833-335-8287)<br><a href="http://www.eyemedvisioncare.com/delta">www.eyemedvisioncare.com/delta</a>   |

| Benefit Type   | Contact   |
|--|---|
| <b>Flexible Spending Accounts (FSAs)</b> <ul style="list-style-type: none"> <li>• Full Purpose Healthcare FSA</li> <li>• Limited Purpose Healthcare FSA</li> <li>• Dependent Care FSA</li> </ul>   | UnitedHealthcare Member Services<br>P.O. Box 981506<br>El Paso, TX 79998-1506<br>877-683-8555<br>Fax: 915-231-1709<br>Toll-free fax: 866-262-6354<br><a href="http://www.myHealthcareView.com">www.myHealthcareView.com</a>   |
| <b>COBRA Continuation Benefits</b> <ul style="list-style-type: none"> <li>• Medical Options</li> <li>• Dental Options</li> <li>• Davis Vision Plan</li> <li>• Full Purpose Healthcare FSA</li> <li>• Limited Purpose Healthcare FSA</li> </ul> | Delta Air Lines, Inc.<br>Employee Service Center<br>P.O. Box 52045<br>Phoenix, AZ 85072<br><br>1-800 MY DELTA (1-800-693-3582)<br><br>For premium payments:<br>Conduent HR Services LLC for Delta Air Lines<br>P.O. Box 382119<br>Pittsburgh, PA 15251-8119                 |
| <b>Delta Employee Assistance Program (EAP)</b>   | OptumHealth Behavioral Solutions<br>800-533-6939<br><a href="http://www.liveandworkwell.com">www.liveandworkwell.com</a> (Access Code: DAL)   |
| <b>Eligibility and Enrollment Issues</b><br><b>Qualified Life Events</b>   | Delta Air Lines, Inc.<br>Employee Service Center<br>P.O. Box 52060<br>Phoenix, AZ 85072<br>1-800 MY DELTA (1-800-693-3582)  |
| <b>Health Savings Account – Optum Bank<sup>SM</sup></b>  | For questions about the Optum Bank HSA, contact an Optum Bank customer service representative:<br>800-791-9361<br><a href="http://www.OptumBank.com">www.OptumBank.com</a><br><br>For questions about HSA payroll deductions, call the ESC: 1-800 MY DELTA (1-800-693-3582) |
| <b>Premium Payments</b>  | For questions about premium payments, call the ESC:<br>1-800 MY DELTA (1-800-693-3582)<br><br>Send all premium payments to:<br>Conduent HR Services LLC for Delta Air Lines<br>P.O. Box 382119<br>Pittsburgh, PA 15251-8119   |
| <b>Corporate Security</b> <ul style="list-style-type: none"> <li>• ID Badge</li> <li>• CHRC (Fingerprinting)</li> </ul>  | Delta Air Lines<br>Department 969/ATG<br>1020 Delta Blvd.<br>Atlanta, GA 30354-1989<br><br>ID Office: 404-715-2400<br>CHRC (Fingerprinting): 404-773-1217   |

| Benefit Type   | Contact   |
|--|---|
| <b>Delta Community Credit Union (DCCU) Loan</b>  | <p>Delta Community Credit Union<br/> Hartsfield-Jackson International Airport<br/> P.O. Box 20541<br/> Atlanta, GA 30320</p> <p>Credit Union Loans – 930/ATL<br/> 404-715-4725 or 800-544-3328</p>  |
| <b>Miscellaneous Charges</b> <ul style="list-style-type: none"> <li>• Passes</li> <li>• Uniforms</li> <li>• Accessories</li> </ul> | <p>Delta Air Lines, Inc.<br/> Employee Accounts Receivable<br/> P.O. Box 101924<br/> Atlanta, GA 30392-1924</p>   |
| <b>Pilots Savings Plan [401(k)]</b>  | Fidelity: 800-554-0262  |
| <b>Payroll Overpayment</b>   | <p>Delta Payroll Department<br/> 1-800 MY DELTA (1-800-693-3582)</p> <p>Delta Air Lines, Inc.<br/> Payroll Department<br/> P.O. Box 52179<br/> Phoenix, AZ 85072</p>  |
| <b>Delta Perks Auto &amp; Home Insurance, Voluntary Benefits and Discount Programs</b>   | <p>YouDecide: 800-884-4217<br/> <a href="http://www.youdecide.com/DAL">www.youdecide.com/DAL</a></p>  |
| <b>Life Insurance — Optional Life &amp; Dependent Life</b>   | <p>Metropolitan Life Insurance Company (MetLife)<br/> 866-939-7409<br/> <a href="http://www.metlife.com">www.metlife.com</a></p>  |
| <b>Group Accident Insurance and Family Group Accident Insurance</b><br><b>Private Pilots Accident Insurance</b>                    | <p>Administrative Concepts, INC.<br/> 994 Old Eagle School Road, Suite 1005<br/> Wayne, PA 19087-1802<br/> 855-672-1273<br/> <a href="http://info.visit-aci.com/delta">http://info.visit-aci.com/delta</a></p>  |
| <b>State Disability Insurance Plans</b>  | <ul style="list-style-type: none"> <li>• California – <a href="http://www.edd.ca.gov">www.edd.ca.gov</a></li> <li>• Hawaii – <a href="http://hawaii.gov/labor">http://hawaii.gov/labor</a></li> <li>• New Jersey – <a href="http://lwd.state.nj.us/labor/index.html">http://lwd.state.nj.us/labor/index.html</a></li> <li>• New York – <a href="http://www.wcb.ny.gov">www.wcb.ny.gov</a></li> <li>• Rhode Island – <a href="http://www.dlt.ri.gov">www.dlt.ri.gov</a> or <a href="http://www.dlt.state.ri.us">www.dlt.state.ri.us</a></li> <li>• Puerto Rico - <a href="http://www.trabajo.pr.gov">www.trabajo.pr.gov</a></li> </ul> |

# APPENDIX A — SUMMARY PLAN DESCRIPTION FOR THE NORTHWEST AIRLINES LONG TERM DISABILITY PLAN FOR PILOT EMPLOYEES PORTION OF THE DELTA PILOTS DISABILITY AND SURVIVORSHIP PLAN (“NWA LTD PLAN”)

The NWA LTD Plan provisions described in this Appendix apply only if you are a Pre-Merger NWA Pilot who began your sick leave from Northwest Airlines, Inc. after December 31, 2005 and before October 30, 2008. In this case, you transitioned to disability benefits under the NWA LTD Plan, as described in this appendix, when your sick leave from Northwest was exhausted, provided all NWA LTD Plan requirements were met.

**Please Note:** As outlined in the PWA, the NWA LTD Plan was merged into the Delta Pilots Disability and Survivorship Plan. The plan merger did not change the NWA LTD Plan terms or the amount of benefit payments from the NWA LTD Plan.

## Eligibility for NWA LTD Plan Benefits

To be eligible to receive the LTD benefits described in the appendix, you must:

- Have met the eligibility requirements for the NWA LTD Plan
- Have begun your sick leave from Northwest after December 31, 2005 and before October 30, 2008, and
- Continue to meet the eligibility requirements for LTD benefits under the NWA LTD Plan

## Eligibility Requirement for the NWA LTD Plan

You were eligible to be a participant in the NWA LTD Plan if you:

- Were employed by Northwest and were a pilot represented by the Air Line Pilots Association (ALPA)
- Had completed at least one “year of service” (see below), and
- Were not an “existing disabled pilot” or “potential existing disabled pilot” under the terms of the agreement between NWA and ALPA dated December 15, 2005. However, an existing disabled pilot or potential existing disabled pilot who returned to work was eligible to be a participant in the NWA LTD Plan on the day he or she returned to service with NWA as a pilot

Under the NWA LTD Plan, you earned one year of service if:

- At the end of your first 12 months of employment with the Company, you had at least six months of service
- At the end of any calendar year after you first became employed by the Company, you had at least six months of service during that calendar year, or
- You completed 12 months of service, even if it spanned several calendar years

A month of service is a calendar month in which you had one or more hours of service. You received an “hour of service” for each hour you were paid, or were entitled to be paid, for the performance of your duties for NWA.

*Ineligible Employees & Others*

Employees of Northwest Airlines, Inc. or its participating subsidiaries and affiliates (or by another company at the request of NWA or successors (Delta Air Lines, Inc.) who were not pilot employees or who were not represented by ALPA could not participate in the NWA LTD Plan. Pilots of Delta Air Lines, Inc. other than those described as eligible employees in this handbook are not eligible for the NWA LTD Plan. In addition, a person who was not classified as a common law employee of NWA, such as a leased employee, leased owner, leased manager, shared employee, shared leased employee or similar classification could not participate in the NWA LTD Plan. Also, an individual who was employed as an officer, and whose employment agreement did not allow for participation in the plan, was not a participant in the NWA LTD Plan.

*Enrollment*

You did not have to enroll in the NWA LTD Plan. Once you satisfied the eligibility rules, enrollment and participation in the plan was automatic. Once you satisfied the requirements, your participation began on the first day of the next month.

**Eligibility for LTD Benefits Under the NWA LTD Plan**

To be eligible to receive LTD benefits under the NWA LTD Plan, you must have began your sick leave from Northwest after December 31, 2005 and before October 30, 2008, and be "disabled" as defined by the NWA LTD Plan.

Under the NWA LTD Plan, a disability means a medically determinable physical or mental condition that results in you being incapable of continuing in the service of the Company as a pilot. It is your responsibility to prove that you are disabled. You must provide the NWA LTD Plan with a doctor's report that proves your disability. You may be required to submit to an independent medical examination (IME).

Your condition is not considered a disability if it:

- Resulted from or consists of habitual use of alcoholic beverages or addiction to narcotics
- Was contracted, suffered, or resulted from an intentionally self-inflicted injury, or
- Was incurred while you were engaged in any flying activity that produced remuneration for someone other than NWA

*Non-Duplication with Pension Plan*

You are not eligible for benefits from the NWA LTD Plan if you are eligible for disability retirement benefits from the Northwest Airlines Pension Plan for Pilot Employees.

*Continuing Proof of Disability*

If you were approved for LTD benefits, the LTD Board – Northwest Pilots Disability Plan has the right to require proof of your continuing disability at any time during the first seven years of disability. However, the LTD Board – Northwest Pilots Disability Plan may not ask for proof more often than once every 12 months or sooner than 18 months after your LTD benefits begin.

## Amount of LTD Benefits from the NWA LTD Plan

Your LTD benefit is based on a formula that includes your "earnings" and your "benefit service" during "recognized employment".

### Recognized Employment

Your "recognized employment" includes employment with NWA as a pilot or by another company at the request of NWA, time during a military leave (in the armed forces of the U.S.) as long as you returned to work for NWA when your leave ended as provided for under USERRA, time during a leave of absence to conduct ALPA business (when ALPA reimbursed NWA in full for your pay), and time while in active training with NWA in order to become a pilot.

### Earnings

As a general matter, your earnings were your W-2 wages. Earnings included pay for jury duty, workers' compensation payments and similar payments, amounts you contributed to the NWA 401(k) Plan, any cafeteria plan and a portion of the amount contributed by NWA on behalf of individual participants to the 401(k) plan, foreign earned income as defined in section 911(b) of the Internal Revenue Code (whether or not excludable from gross income under section 911), and pay for periods before you became a participant in the Plan. Earnings only count when actually paid, not when earned or accrued. Only earnings attributable to your "recognized employment" counted as earnings.

Earnings did not include meal allowances, room and board allowances, laundry allowances, expense reimbursements, moving expense payments and all other similar payments, noncash remuneration, third party incapacity pay (including short and long term disability insurance benefits), deferred compensation (both when deferred and when paid) except as provided in below, imputed income from insurance coverages and premiums, travel privileges or employee discounts and other similar amounts, the value of stock options and stock appreciation rights (whether or not exercised) and other similar amounts, foreign service bonuses, station allowances, foreign tax equalization payments and other similar payments, payments for vacation or sick leave accrued but not used, final payments on account of termination of employment (i.e., severance payments) and final settlement for accrued but unused vacation and sick leave (other than bank time) and any other amounts agreed upon from time to time by NWA and ALPA.

### Benefit Service

"Benefit service" is a measure of your service with NWA in recognized employment. It included benefit service under the Northwest Airlines Pension Plan for Pilot Employees that you earned before February 1, 2006. On and after that date, your benefit service was measured in years and months, with 12 months of benefit service counting as a year.

## Benefit Formula

**During the first 60 months that you receive LTD benefits from the NWA LTD Plan**, the amount of your monthly LTD benefit – when combined with your Workers' Compensation benefits – is:

50% of the highest average monthly "earnings" paid to you during any 12 calendar months in the 60 consecutive calendar months before the "LTD date"

*times*

A fraction (not greater than one) the numerator of which is your years of "benefit service" (including the period after the "LTD date" and before your normal retirement date) and the denominator of which is 25

Your "**LTD date**" is the last day of the calendar month in which you used up all vacation and sick leave benefits paid by NWA.

Your "**normal retirement date**" is your 60<sup>th</sup> birthday.

**After the first 60 months of LTD benefits from the NWA LTD Plan**, the amount resulting from the preceding formula will continue to be paid to you if you qualify for Social Security disability benefits.

However, if you do not qualify for Social Security disability benefits, your LTD benefit amount is reduced. The reduced amount is the amount resulting from the preceding formula multiplied by the applicable percentage shown in the chart below (based on your age or benefit service on your LTD date – whichever produces a greater percentage).

| Attained Age at LTD Date, OR | Completed Years of Benefit Service at LTD Date | Percentage |
|------------------------------|--|------------|
| 45                           | 15   | 100%       |
| 44                           | 14   | 96%        |
| 43                           | 13   | 92%        |
| 42                           | 12   | 88%        |
| 41                           | 11   | 84%        |
| 40                           | 10   | 80%        |
| 39                           | 9  | 76%        |
| 38                           | 8  | 72%        |
| 37                           | 7  | 68%        |
| 36                           | 6  | 64%        |
| 35                           | 5  | 60%        |
| 34                           | 4  | 56%        |
| 33                           | 3  | 52%        |
| 32                           | 2  | 48%        |
| 31                           | 1  | 44%        |
| Less than 31                 | Less than 1                                    | 0%         |

## Other Offsets to LTD Benefits

Your LTD benefit from the NWA LTD Plan is offset by the amount of the pension benefit actually paid from the Northwest Airlines Pension Plan for Pilot Employees.

## Maximum LTD Benefit

The maximum LTD benefit payable under the Plan is \$8,250 per month, offset by Workers' Compensation benefits, if any, and benefits from the Northwest Airlines Pension Plan for Pilot Employees, if any, as described earlier.

## Taxation of LTD Benefits

Because the Company pays the full cost of the NWA LTD Plan, LTD benefits are taxable when you receive them.

## When NWA LTD Plan Benefits Begin & End

Monthly LTD benefits from the NWA LTD Plan began on the later of:

- The last day of the month following the month in which your LTD date occurred, or
- The last day of the month following the month in which your substantially completed application was received

Monthly LTD benefits from the NWA LTD Plan will stop with the payment made at the earliest of:

- The end of the month in which you reach age 65 (or receive your 60th monthly payment, if later),
- The end of the month in which you recover/are no longer disabled (if you return to Active Payroll Status, such final payment will be a prorated monthly payment based on the number of days of disability during that month prior to your return to Active Payroll Status), or
- The end of the month before the month in which you die (such final payment will be a prorated monthly payment based on the number of days of disability through the date of your death)

## Applying for NWA LTD Plan Benefits

Harvey Watt (a company specializing in LTD benefits) is the Contract Administrator for the NWA LTD Plan.

You must apply to receive an LTD benefit. To get an application, contact the Contract Administrator:

Harvey Watt & Company  
Attention: Delta Disability Claims  
P.O. Box 20787  
Atlanta, GA 30320

Send your completed application, along with all documentation that is requested on the application to the Contract Administrator at the above address. The Contract Administrator will review your application and make a recommendation to the Company and to the LTD Board – Northwest Pilots Disability Plan concerning the existence of an eligible disability and all other matters affecting your application. The LTD Board – Northwest Pilots Disability Plan will decide whether your condition is a disability recognized under the NWA LTD Plan and, when relevant, the date of your death. The Company will decide all other questions concerning your application (for example, whether you are a participant in the plan and the amount of your benefit, if you are disabled). The Company and LTD Board – Northwest Pilots Disability Plan will write you with their decisions.

## Claims & Appeals

If your application for an LTD benefit under the NWA LTD Plan is denied or if you are dissatisfied with any determination of your benefits, eligibility, participation, service or any other matter under the

plan, you may file a written request for a review under the Plan's claim review procedures. For any matter other than the determination of an existence of a Disability, the claims and appeals process described in the "Applying for Benefits" and "Appeals" section should be followed.

If you disagree whether your condition is a Disability recognized under the NWA LTD Plan you should request a hearing before the LTD Board – Northwest Pilots LTD Plan. Your request for a hearing must be in writing and filed within 120 days from the earliest day you had, or reasonably should have had, knowledge of the existence of the dispute.

Send your request to the Secretary of the LTD Board– Northwest Pilots Disability Plan at the following address:

LTD Board – Northwest Pilots Disability Plan  
Attn: Karen Browne-Fleck, Secretary, Airline Pilots Association, International  
100 Hartsfield Centre Parkway  
Suite 800  
Atlanta, GA 30354

Your request must contain a complete and specific statement of the facts giving rise to your dispute, the issues to be considered by the LTD Board – Northwest Pilots Disability Plan and the relief you are requesting. You must include all documents and other information that you want the LTD Board – Northwest Pilots Disability Plan to consider.

You will receive notice of the time and place of the LTD Board – Northwest Pilots Disability Plan's hearing by mail. You may present testimony, exhibits and may examine and cross-examine witnesses during the hearing. You may be represented before the LTD Board – Northwest Pilots Disability Plan by an attorney or other designated representative.

Following the hearing, the LTD Board – Northwest Pilots Disability Plan will make a decision on your appeal by majority vote and will mail you a notice explaining its decision, unless the LTD Board – Northwest Pilots Disability Plan has deadlocked. If a deadlock occurs among members of the LTD Board – Northwest Pilots Disability Plan, the LTD Board – Northwest Pilots Disability Plan will mail you a notice advising you that a deadlock has occurred. After the deadlock notice is mailed to you, the LTD Board – Northwest Pilots Disability Plan will select an impartial arbitrator to consider your appeal. You will be notified by mail of the time and place of the LTD Board – Northwest Pilots Disability Plan's meeting with the arbitrator. Meetings with the arbitrator will be held at a location agreed upon by the LTD Board – Northwest Pilots Disability Plan. You may be represented at these meetings by an attorney or other designated representative. After the meeting with the arbitrator, the LTD Board – Northwest Pilots Disability Plan will mail you a notice of its decision.

The determination of the LTD Board – Northwest Pilots Disability Plan is final and binding on all parties. All notices will be in writing and will be sent by certified mail, return receipt requested.

**Special Note:** An oral application or request for review by the LTD Board – Northwest Pilots Disability Plan is not sufficient. No inquiry or question will be treated as a claim or a request for review of a denied claim unless it is made in accordance with these claim and appeal procedures. If you do not follow these procedures, you will not be able to secure any other relief (such as by suing in court.).

## Legal Action

Before starting legal action to recover benefits, or to enforce or clarify rights, you must completely exhaust the NWA LTD Plan's claims and appeals procedures.

## When Participation in the NWA LTD Plan Ends

Your participation in the NWA LTD Plan ends on the earliest of the following:

**The day:**

- Your employment ends,
- You die, or
- You are no longer disabled or are no longer eligible for an LTD benefit for another reason (if you are receiving LTD benefits) and you do not return to work with NWA

**Note:** If you recover from your disability, present a first-class medical certificate to the company and the company determines that you meet the applicable physical standards as provided in the PWA, and then you again become sick or injured, you may become eligible for benefits under the Delta Pilots Disability and Survivorship Plan described earlier in this handbook, depending on the cause of that disability and the length of time between your disability periods. For more information, see "If You Were a Disabled Pre-Merger NWA Pilot on October 30, 2008" on page 16 or 27.