



**DELTA PILOTS MUTUAL AID  
VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION (VEBA)  
SUMMARY PLAN DESCRIPTION**

**I. General Plan Information:**

The Plan name is Delta Pilots Mutual Aid, Inc. ("DPMA"), a Voluntary Employees' Beneficiary Association ("VEBA") Plan (the "Plan"). The Plan is a self-funded welfare plan that provides disability and survivor benefits to the membership. To participate in the Plan, and be eligible for its benefits, Members must agree to pay an after-tax dues rate set by the Plan.

DPMA is the Plan Sponsor. The Plan Administrator is DPMA's Board of Trustees ("The Board"), specifically (as of 1/1/24): Michael Albert; Steve Bruce; Lindsay Burns; Nathan Butcher; Grayson Grove; Christy Holliday; Steve Norton; Sergey Obabkov; Mark O'Brien; Andrew Oliphant; Doug Pratt; Paul Schilling; Jon Sheehan and Toni Wysong. DPMA's principal place of business and telephone number are listed below. The Plan's Federal Employee Identification Number is 58-2308503. The Plan number is 501. The Plan year is the calendar year.

DPMA's and the Board of Trustees' contact information (for all Notice purposes) is:

The agent for service of legal process is:

DPMA

Mailing Address:

P.O. Box 20883  
Atlanta, GA 30320

Physical Address:

100 Hartsfield Centre Parkway, Suite 630  
Atlanta, GA 30354  
Telephone: (404) 559-9421  
Fax: (404) 559-9817

Ilene H. Ferenczy, Esq.  
Ferenczy Benefits Law Center, LLP  
2635 Century Parkway NE, Suite 200  
Atlanta, GA 30345

(In addition, legal process may be served upon DPMA or the Board)

**II. Plan Eligibility & Membership:**

- A. Initial Eligibility to Participate. Eligibility for benefits is limited to those individuals who are Delta Air Lines ("Delta") pilots. Participation in the Plan is completely voluntary. DPMA will provide the pilot with a Notice of Eligibility after receiving notice from Delta that the pilot has been hired, outlining the benefits of membership and current amount of required contributions. The pilot will have 45 days after the receipt of the Notice of Eligibility to apply for membership. If the pilot fails to enroll in DPMA during the 45-day period, he or she will no longer be eligible to enter the Plan.

If a pilot chooses not to participate in the Plan, resigns his or her membership, or fails to make the required contributions, membership will be terminated, and the Member will be permanently ineligible for future membership.

If the pilot can demonstrate good and objective reason why he or she was not able to make an election to participate within the 45-day period, such as reasonable evidence that he or she did not receive the Notice of Eligibility, the Board (or its delegate) may, in its sole discretion, extend the 45-day period.

- B. Inactive Membership. Members will become inactive anytime they are on any approved Leave of Absence or furlough from Delta, including temporary or long term disability. During this time, Members are not responsible for making contributions. If a Member becomes disabled during a time when his or her membership is inactive, the Member will not be eligible to receive benefits from the Plan. However, if a Member is already receiving benefits when a furlough begins, such Member shall continue to be eligible for benefits in accordance with the Plan's terms (although no benefits will be

paid while the Member receives furlough pay). Members will be returned to active membership in DPMA when they return to active flight status.

- C. Termination of Membership. Membership in the Plan ends the earliest of: 1) the date that employment with Delta terminates; 2) approximately 30 days after DPMA receives a DPMA Resignation Form from the Member, voluntarily relinquishing membership; 3) the date upon which a pilot reaches FAA mandatory retirement age; or 4) the date on which the Plan terminates. Additionally, DPMA membership will be terminated within 30 days of the Member's failure to make required contributions to the Plan, if such failure is not remedied by the Member after notice by DPMA or if such failure continues for a period exceeding a year regardless of notice.

### III. DPMA Disability Benefits:

- A. Initial Eligibility for DPMA Disability Benefits: If a Member experiences an inability to perform his or her duties as a pilot for Delta and a loss of earning power through sickness or disability (whether mental or physical), he or she may receive a Plan benefit. Delta provides DPMA with a list of Members who are eligible for DPMA benefits. To make a claim for disability benefits, a Member must submit a DPMA Disability Claim Form , as discussed in more detail in Part VI below.
- B. Amount of Disability Benefits: Disability benefits will be computed in accordance with Article VII of the Plan. See attached Appendix I for an explanation of the calculation.
- C. Length of Disability Benefits: DPMA Disability benefits for any single disability begin upon expiration of Delta sick leave, and continue until the earliest of: 1) the pilot receives a medical release for return to flight duty; 2) the expiration of 365 days of continuous disability, beginning with the date on which Delta sick leave terminates; 3) the date on which the pilot reaches FAA mandatory retirement age; or 4) the date on which a Member's employment with Delta is terminated. The maximum DPMA benefit period for any Member for each disability claim may not exceed 365 days. The maximum lifetime benefit for any DPMA Member for all disability claims is 730 days.
- D. Recurrence of Same Disability: If a Member is receiving disability benefits under the Plan, is subsequently medically released to flight duty, and becomes sick or disabled from the same cause, this occurrence will be considered a continuation of the same disability. The benefits paid on account of this disability in both periods of leave will be considered a single event for purposes of applying the 365 day maximum discussed in Section C above.

However, if the period between a Member's return to flight duty and his or her subsequent disability is two (2) or more years, the subsequent disability will be treated as new event, and eligibility for benefits will be governed by Section E below.

- E. New and Unrelated Disabilities: If a Member is receiving disability benefits under the Plan, is medically released to flight duty, and subsequently becomes sick or disabled from a cause not directly related to the previous disability, it will be considered a new and separate event. Members will receive benefits up to the event maximum of 365 days. As noted above, the total disability benefit for any Member is subject to a 730 day lifetime benefit maximum.
- F. Payment to a Representative: If a Member becomes incapacitated, Plan benefits may be paid to another person or entity (including either certain family members who have incurred expenses for or on behalf of the disabled Member or a guardian appointed by a court of competent jurisdiction) on his or her behalf, consistent with the Plan. Such payment(s) shall be a complete discharge of any liability by DPMA for the payment of disability benefits to the Member.
- G. Exclusions from Disability Benefits: No Plan benefits will be paid if the sickness or disability is caused by, contributed to, or related to the following issues: a) injury, sickness, or death for which the Member knowingly and voluntarily does not seek proper and adequate medical care (as determined by the Claims Committee in its sole discretion in absence of sufficient justification for the Member's action or inaction); b) war or invasion while the Member is engaged in or taking part in military service or operations, except military duties while actively employed by Delta and receiving salary from Delta; or

(c) a period of time during which a Member is receiving benefits from Delta in excess of the normal amounts payable under the Delta Disability and Survivorship Plan.

- H. Periods of Ineligibility for Disability Benefits: An Inactive Member is ineligible to receive disability benefits, unless he or she was eligible for disability benefits prior to being furloughed. See Section II.B above. In addition, a Member is ineligible for disability benefits and survivor benefits during a partial or total work stoppage, except to the extent that specific funds are allocated or paid to provide such benefits during a partial or total work stoppage. The Board may, in its sole discretion, continue disability or survivor benefits during a partial or total work stoppage for a period not to exceed sixty (60) days.
- I. Subrogation: The DPMA Plan contains a subrogation provision that applies if a Member has a claim against a third party for benefits to compensate the Member for a disability in relation to an illness or injury. Under this provision, a Member agrees at the time he or she makes a claim for DPMA benefits to reimburse the Plan for any benefits it pays, if the Member recovers any funds from the responsible third party. Any kind of recovery is subject to this reimbursement, including (but not limited to): voluntary payments to a Member by the third party, proceeds of a settlement with the third party, insurance payments to the Member, or proceeds of a lawsuit against the third party. The Plan's right to reimbursement applies even if the Member's payments from the third party are not sufficient to reimburse the Member for all expenses incurred (including attorneys' fees) in relation to the disability (although the Plan's claim for reimbursement will not exceed the amount you receive from a third party).
- J. Equitable Lien/Constructive Trust: A Member's claim for benefits from DPMA constitutes his or her agreement to the creation of a first priority equitable lien against such third party payment or proceeds, and an agreement providing to the Plan a right to impose a constructive trust on such proceeds. This lien or constructive trust permits a court to award the subrogation proceeds to the Plan. The Member further agrees in making a claim for benefits that he or she assigns the right to any benefits under an automobile or other insurance policy or coverage, to the extent of the Plan's claim for reimbursement. If the proceeds from any settlement, verdict, or other amount received are transferred or paid to any other person (including, but not limited to, the Member's attorney or a trust fund), the Plan will impose a constructive trust on such person or entity holding the proceeds.

A Member's claim for benefits from DPMA also constitutes an agreement to cooperate with the Plan and not to do anything to impair its subrogation rights. Cooperation means that a Member will provide the Plan with any relevant information, assistance, and documents that help the Plan obtain its subrogation rights, sign and deliver any documents needed to secure the Plan's subrogation claim, and obtain the consent of the Plan before releasing any third party from liability for payment in relation to a disabling illness or injury. A Member must also notify the Plan of any lawsuit filed against any third party that may be responsible to the Member and notify the Plan of any settlement, verdict, or other amount he or she receives.

If the Plan recovers any funds through this subrogation process, a Member will not be considered to have received the equivalent benefits for purposes of the 365 day and 730 day benefit maximums. (The amount received will be converted to the equivalent days of disability.)

- K. Recovery of Excess Payments: If a Member receives benefits greater than the amount that is owed, DPMA is entitled to recover the excess. Excess payments are also subject to the equitable lien provisions of Section J above. Furthermore, the Plan has the right to withhold payment of future benefits until the excess payment is recovered, if such excess payment is the result of fraudulent information provided by the Member.
- L. Possible Proration: DPMA is a mutual aid plan, funded by Member contributions and not insurance. Therefore, if required by financial necessity, disability benefits may be prorated in accordance with the Plan.
- M. Assignment/Creditors: The Plan does not permit assignment, transfer, or alienation of Plan benefits. To the extent the law permits, Plan benefits are not subject to the claims of any creditors.

**IV. DPMA Survivor Benefit:** So long as economically prudent in the judgment of the Board, DPMA shall pay a survivor benefit to a Member's beneficiary in the amount of Thirty-Five Thousand Dollars (\$35,000.00). A Member may designate the beneficiary or beneficiaries for this benefit by completing a beneficiary form and submitting it to the Plan Administrator. (Note: If the form is provided to DPMA after a Member's death, it is not effective and the provisions of any prior beneficiary designation or, in absence of such a designation, the terms of the Plan regarding a failure of a Member to name a beneficiary shall apply.) If a Member does not designate a beneficiary, the beneficiary will be determined by DPMA in the following order of priority: 1) spouse; 2) children (including adopted children) or their descendants per stirpes; 3) parents; 4) siblings; then 5) the Member's estate. If the beneficiary is a minor or a person determined to be incompetent by qualified medical personnel, DPMA will pay the benefit to the individual with custody of the beneficiary for the benefit of such beneficiary.

**IMPORTANT:** A designation of your spouse as your beneficiary is automatically revoked if you subsequently divorce. If you want to retain your former spouse as your beneficiary, you must complete, sign, and submit a new beneficiary designation after your divorce is finalized.

**V. Funding:** DPMA benefits are funded by monthly contributions made by DPMA Members and any investment income accrued from such contributions. All contributions to the Plan are held in trust in accordance with the Plan. Contributions to the Plan will be made through authorized, after-tax deductions from Delta pilot payroll. The amount of a Member's contributions shall be set by DPMA in accordance with the Plan. It is the Member's responsibility once membership begins to confirm that DPMA contributions are being removed from his or her payroll.

A Member's obligation to contribute to the Plan ends upon the earlier of: 1) attainment of the FAA mandatory retirement age; or 2) the termination of DPMA membership for any reason. Upon termination of DPMA membership, a Member will no longer be entitled to any disability or survivor benefits under the Plan. A Member will not be entitled to, nor will he or she receive, a refund for any contributions made to the Plan prior to the Member's termination of membership.

**VI. Claims Procedure:**

This section of the SPD describes the claims procedure for the Plan. You may request the complete claims procedure, as written in the Plan document, by contacting DPMA. It will be provided to you without charge.

A. **Making a Claim:** To make a DPMA benefits claim, a Member must submit a properly executed DPMA Claim Form to DPMA. (This form is available from the DPMA Plan Administrator upon request.) The Claim Form must be completed and signed by the Member or, if this is a survivor benefit claim, the Member's beneficiary (including the provisions regarding subrogation discussed in Section III.I above), and submitted to DPMA as soon as possible after the date of disability or death (whichever is applicable to the claim). In any event, the Claim Form must be submitted by no later than 12 months after the onset of disability or death (whichever is applicable to the claim). Failure to provide notice of a claim within the time provided shall not invalidate any claim if it is shown not to have been reasonably possible to give such notice. The claim may provide evidence of a Member's illness, disability, or death.

Generally, additional Disability Claim Forms, certifying a Member's continuing disability, must be submitted in accordance with the DPMA Continuing Certification Policy.

B. **Processing a Claim:** The DPMA Claims Committee will review the claim to approve or deny the benefit. The Claims Committee may also request additional information from the Member to support a claim.

C. **If a Claim is Denied:** In some cases, a claim for benefits may be denied. If a Member's claim is denied, the Member will be notified of the denial in writing within 45 days (90 days, if a survivor benefit claim) after DPMA receives the claim, unless special circumstances require an extension. DPMA will advise the Member in writing of any required extension before the end of the initial period, and the extension cannot exceed 30 days (90 days for a survivor benefit claim). If needed, DPMA may extend a disability claim determination for a second 30-day period by providing the Member with notice of the extension within the initial 30-day extension period. This notice must provide the

Member with the special circumstances requiring the extension, the date by which DPMA expects to render its decision, and the unresolved issues that prevent a decision and the additional information needed to resolve the claim.

The notice of denial will contain the information required by the Plan and regulations issued by the U.S. Department of Labor, including (1) the specific reason(s) for the denial; (2) the Plan provisions on which the denial was based; (3) any criteria relied upon to make the decision; (4) any additional material or information needed for the Member to perfect the claim and an explanation of why this information is necessary; (5) if applicable, any internal rule, guideline, protocol, standard, or other similar criterion ("Internal Criterion") relied upon in making the adverse determination and a copy of such Internal Criterion, or a statement that such Internal Criterion does not exist; and (6) if a denial is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of such exclusion or limit, and (7) the appeals procedures and timing.

- D. Appealing a Claim Denial: Members are entitled to a review of DPMA's decision to deny a claim. A Member may request this review by submitting a written request for such review to the DPMA Appeals Committee. This request must be submitted within 180 days (60 days for survivor benefit claims) after the Member receives the written denial from the Claims Committee. The specifics of the appeals process are more fully described in Article X of the Plan, and this information will be made available to the Member when a claim is initially denied.

Upon receiving a written review application, the Appeals Committee may schedule a hearing to review the claim. Such a hearing must take place not more than 30 days from the date on which the Committee receives a request for review. The Member may have counsel present for the hearing.

The Appeals Committee must advise the Member of its decision on the appeal within 45 days (60 days for a survivor benefit claim) of the receipt of the request for the review, unless it requests an extension of time in writing before the end of the 45-day period. Any extension cannot extend beyond 60 days after the end of the 45-day period. If a Member does not receive a notice of denial of the appealed claim within this time, it is deemed denied. A denial of an appeal will also include the information about the reason for the denial, the relevant Plan provisions, and the criteria relied upon in making the appeals decision.

If an appeal is denied, that is considered to be the final action by DPMA in regard to a claim.

- E. Statute of Limitations on Civil Action. No Member or beneficiary may commence any legal action to recover Plan benefits or to enforce or clarify rights under the Plan under Section 502 or Section 510 of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, whether or not statutory, more than 2 years following the date of the last decision by the Appeals Committee under Section D. above.
- F. Arbitration. Any civil action by a Member or beneficiary under ERISA Sections 502 or 510 or under any other provision of law, whether or not statutory, must be brought through binding arbitration pursuant to section X.3.i of the Plan. This section of the Plan requires that the arbitration be brought according to the Commercial Arbitration Rules of the American Arbitration Association. A copy of the arbitration rules under the Plan will be provided to a Member or beneficiary upon request without charge.

## **VII. Miscellaneous:**

- A. Right to Amend or Terminate the Plan: DPMA intends that this Plan be permanent, but reserves the right to amend or terminate this Plan at any time by the vote of two-thirds of DPMA's Board of Trustees. The membership will be notified if this Plan is amended or terminated. In the event of the termination of DPMA, the DPMA Fund that holds all Members' contributions and any investment interest will be dissolved. Distributions will be made in accordance with the Plan provisions.
- B. Statement of ERISA Rights. Members in the Plan are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Members be entitled to:

### Receive Information About the Plan and Benefits

- Examine, without charge, at the Plan Administrator's office, all documents governing the Plan, including copies of the latest Form 5500 annual report filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request of the Plan Administrator, copies of the documents governing the operation of the Plan and copies of the latest Form 5500 annual report and updates summary plan description. The Plan Administrator may have a reasonable charge for copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Member with a copy of the Summary Annual Report ("SAR").

### Prudent Action by Plan Fiduciaries

In addition to creating rights for Plan Members, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the Plan, called "Fiduciaries" of the Plan, have a duty to do so prudently and in the interest of the membership and beneficiaries. No one, including DPMA and an employer or any other person, may terminate employment or otherwise discriminate in any way to prevent a Member from obtaining Plan benefits or exercising their rights under ERISA.

### Enforcement of Rights

If a claim for a disability or survivor benefit is denied or ignored, in whole or in part, Members 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 Members can take to enforce the above rights. For example, if they request a copy of the Plan document or the latest annual report from the Plan and do not receive them within 30 days, Members may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay Members up to \$110 a day until they receive the materials, unless the materials are not sent because of reasons beyond the control of the Plan Administrator.

If Members have a claim for benefits, which is denied or ignored, in whole or in part, they may file suit in a state or federal court, except to the extent that the plan contains a clause requiring arbitration, in which case Members may initiate arbitration of their claims. If it should happen that the Plan fiduciaries misuse the Plan's money, or if Members are discriminated against for asserting their rights, they may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the Member is successful, the court may order the person they have sued to pay these costs and fees. If a Member loses, the court may order such Member to pay these costs and fees.

### Assistance with Questions

If any questions arise regarding the Plan, contact the Plan Administrator. If there are questions about this statement or about a Member's rights under ERISA, contact the nearest area office of the Employee Benefits Security Administration, Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. Members may also obtain certain publications about rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

This Summary Plan Description is designed to summarize the terms of the Plan and to inform the membership of their rights and obligations under the Plan. Ask the Plan Administrator to clarify any parts of the Plan that are not understood. Only the Plan Administrator can interpret the Plan. The actual Plan document governs plan operation. If there are any differences between this description and the Plan document, the Plan document will control.

As amended and restated effective January 1, 2024  
Delta Pilots Mutual Aid



Christine F.L. Holliday  
Chairman, DPMA

ATTENTION: If you do not speak English, language assistance services, free of charge, are available. Please contact the office at [claims@dpma.org](mailto:claims@dpma.org).

ATENCIÓN: si habla español, los servicios de asistencia lingüística, sin cargo, están disponibles para usted. Por favor, póngase en contacto con la oficina en [claims@dpma.org](mailto:claims@dpma.org).

注意：如果您會說中文，可免費獲得語言協助服務。請通過[claims@dpma.org](mailto:claims@dpma.org)與辦事處聯繫。

PAALALA: kung Togolog nagsasalita ka , wika pagtulong na mga paglilingkod , nang walang bayad , ay magagamit sa inyo . pakiusap pagkalapat ng katungkulan sa claims @ dpma . org .

DII BAA'AKONiNiZIN: Dine' (Navajo) bizaad bee ya'n ihi'go, saad bee aka'anida'awo'igii , t'aa jiiik'eh, bee na'aho'o't'i'. T'aa shoodi dadii'niigo 404-559-9421.

## APPENDIX I

### DPMA BENEFIT CALCULATIONS

The DPMA Disability Benefits will be reviewed and established annually by the Board. The disability benefits are defined as follows:

- (a) **Normal Benefit:** A Member who transitions to SLOA following the 7-Day Waiting Period will receive a benefit equal to his FAE x 25%.
- (b) **Enhanced Benefit:** A Member who transitions to SLOA within the 7-Day Waiting Period will receive a benefit equal to his FAE x 70.3%. This benefit applies for the number of days the Member does not receive Delta D&S Plan benefits up to seven (7) days of SLOA, then reverts to the Normal Benefit (see Note 1).

**Note 1:** In situations where a Member files for Delta D&S Plan benefits, but no D&S Plan benefits are paid, DPMA will pay the Enhanced Benefit for up to five (5) weeks, following the latter of:

- (1) Termination of Delta sick leave; or
- (2) Termination of any Delta D&S Plan benefits.

After such five (5) week period, the DPMA Disability Benefit will be reduced to either the Normal Benefit or the New Hire Benefit, as applicable.