

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE
TEXAS LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE
INSURANCE GUARANTY ASSOCIATION**

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect policyholders if their life or health insurance company fails to or cannot meet its contractual obligations. Only the policyholders of insurance companies which are members of the Association are eligible for this protection. However, even if a company is a member of the Association, protection is limited and policyholders must meet certain guidelines to qualify. (The law is found in the Texas Insurance Code, Article 21.28-D.)

BECAUSE OF STATUTORY LIMITATIONS ON POLICYHOLDER PROTECTION, IT IS POSSIBLE THAT THE ASSOCIATION MAY NOT COVER YOUR POLICY OR MAY NOT COVER YOUR POLICY IN FULL.

ELIGIBILITY FOR PROTECTION BY THE ASSOCIATION

When an insurance company which is a member of the Association is designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- residents of Texas at the time that their insurance company is impaired;
- residents of other states, **ONLY** if the following conditions are met:
 - 1) The policyholder has a policy with a company based in Texas;
 - 2) The company has never held a license in the policyholder's state of residence;
 - 3) The policyholder's state of residence has a similar guaranty association; and
 - 4) The policyholder is **not eligible** for coverage by the guaranty association of the policyholder's state of residence.

LIMITS OF PROTECTION BY THE ASSOCIATION

Accident, Accident and Health, or Health Insurance:

- up to a total of \$200,000 for one or more policies for each individual covered.

Life Insurance:

- net cash surrender value up to a total of \$100,000 under one or more policies on any one life; or
- death benefits up to a total of \$300,000 under one or more policies on any one life.

Individual Annuities:

- net cash surrender amount up to a total of \$100,000 under one or more policies owned by one contractholder.

Group Annuities:

- net cash surrender amount up to \$100,000 in allocated benefits under one or more policies owned by one contractholder; or
- net cash surrender amount up to \$5,000,000 in unallocated benefits under one contractholder regardless of the number of contracts.

THE INSURANCE COMPANY AND ITS AGENTS ARE PROHIBITED BY LAW FROM USING THE EXISTENCE OF THE ASSOCIATION FOR THE PURPOSE OF SALES, SOLICITATION, OR INDUCEMENT TO PURCHASE ANY FORM OF INSURANCE.

When you are selecting an insurance company, you should not rely on coverage by the Association.

Texas Life, Accident, Health and Hospital
Service Insurance Guaranty Association
6504 Bridge Point Parkway, Suite 450
Austin, Texas 78730
800-982-6362
www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Special Marketing Division's toll-free telephone number for information or to make a complaint at:

1-800-441-1832

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the
Texas Department of Insurance
P.O. Box 149091
Austin, TX 78714-9104
FAX #(512) 475-1771

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR

POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para solicitar información o presentar una queja:

Llame a la línea gratuita de la División Especial de Marketing para obtener información o presentar una queja al:

1-800-441-1832

Puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas llamando al

1-800-252-3439

También puede escribir al Texas Department of Insurance (Departamento de Seguros de Texas)
P.O. Box 149091
Austin, TX 78714-9104
FAX #(512) 475-1771

CONFLICTOS POR PRIMAS O RECLAMACIONES:

En caso de tener un conflicto relacionado con su prima o una reclamación, debe comunicarse primero con el agente o la compañía. Si el conflicto no se resuelve, usted puede comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

Life Insurance Company of North America

1601 Chestnut Street, Philadelphia, Pennsylvania 19192-2235
A Stock Insurance Company

GROUP ACCIDENT POLICY

POLICYHOLDER: American Airlines, Inc.
POLICY NUMBER: COA 001312
POLICY EFFECTIVE DATE: March 1, 1998
POLICY REWRITE DATE: January 1, 2007
POLICY ANNIVERSARY DATE: January 1
STATE OF ISSUE: Texas

This Policy is a continuation of and replaces the same numbered policy that became effective March 1, 1998. Any different benefits provided by this Policy become effective on its Rewrite Date shown above. Any different benefits will not affect benefits payable for claims incurred before the Policy Rewrite Date.

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 AM on the Policy Rewrite Date shown above at the Policyholder's address. The laws of the State of Issue shown above govern this Policy.

We and the Policyholder agree to all of the terms of this Policy.

**THIS IS A GROUP ACCIDENT ONLY INSURANCE POLICY.
IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS.**

**THIS IS A LIMITED POLICY.
PLEASE READ IT CAREFULLY.**

Countersigned _____
Where Required By Law

TABLE OF CONTENTS

SECTION	PAGE NUMBER
SCHEDULE OF AFFILIATES	1
SCHEDULE OF BENEFITS	2
GENERAL DEFINITIONS	7
ELIGIBILITY AND EFFECTIVE DATE PROVISIONS	9
COMMON EXCLUSIONS	10
CONVERSION PRIVILEGE	11
CLAIM PROVISIONS	12
ADMINISTRATIVE PROVISIONS	14
GENERAL PROVISIONS	15
ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE	17
SEATBELT AND AIRBAG BENEFIT	18

GA-00-1000.00

SCHEDULE OF AFFILIATES

The following affiliates are covered under this Policy on the effective dates listed below.

<u>AFFILIATE NAME</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
American Eagle Airlines	DFW Airport, TX	January 1, 2007

GA-00-1000.00

SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.

The *Schedule of Benefits* provides a brief outline of the coverage and benefits provided by this Policy. Please read the *Description of Coverages and Benefits* Section for full details.

Policyholder: American Airlines, Inc.

Effective Date of Policyholder Participation: January 1, 2007

Minimum Participation Requirement: Not applicable

Covered Classes:

Class 1 All Pilots, Flight Engineers and Flight Attendants on the United States payroll of American Airlines, Inc.
Class 2 All regular Employees of the American Eagle subsidiary who purchase Medical/Life Insurance.

SCHEDULE OF BENEFITS FOR CLASS 1

This *Schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided in this Policy for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Employee's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in a Covered Class to be eligible for coverage.

For Employees hired on or before the Policy Effective Date: No Waiting Period

For Employees hired after the Policy Effective Date: No Waiting Period

Time Period for Loss:

Any Covered Loss must occur within: 365 days of the Covered Accident

Maximum Age for Insurance:

None

BASIC ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Employee Principal Sum: \$10,000

SCHEDULE OF COVERED LOSSES

Covered Loss	Benefit
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of One Hand or One Foot and Sight in One Eye	100% of the Principal Sum
Loss of Speech and Hearing (in both ears)	100% of the Principal Sum
Quadriplegia	100% of the Principal Sum
Paraplegia	100% of the Principal Sum
Hemiplegia	100% of the Principal Sum
Uniplegia	50% of the Principal Sum
Coma	
Monthly Benefit	1% of the Principal Sum
Number of Monthly Benefits	11
When Payable	At the end of each month during which the Covered Person remains comatose
Lump Sum Benefit	100% of the Principal Sum
When Payable	Beginning of the 12 th month
Loss of One Arm	75% of the Principal Sum
Loss of One Leg	75% of the Principal Sum
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing (in both ears)	50% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum

ADDITIONAL ACCIDENT BENEFITS

Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

SEATBELT AND AIRBAG BENEFIT

Seatbelt Benefit	20% of the Principal Sum subject to a Minimum Benefit of \$1,000 and a Maximum Benefit of \$20,000
Airbag Benefit	10% of the Principal Sum subject to a Maximum Benefit of \$10,000
Default Benefit	\$1,000

INITIAL PREMIUM RATES

Premium Rate:	<u>Basic Insurance</u> Employee Rate: \$0.01 per \$1,000
Mode of Premium Payment:	Monthly
Contributions:	The cost of the coverage is paid by the Policyholder
Premium Due Dates:	The Policy Effective Date and the first day of each succeeding modal period

Premium rates are subject to change in accordance with the *Changes in Premium Rates* section contained in the *Administrative Provisions* section of this Policy.

GA-00-1100.00

SCHEDULE OF BENEFITS FOR CLASS 2

This *Schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided in this Policy for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Employee's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in a Covered Class to be eligible for coverage.

For Employees hired on or before the Policy Effective Date: No Waiting Period

For Employees hired after the Policy Effective Date: No Waiting Period

Time Period for Loss:

Any Covered Loss must occur within: 365 days of the Covered Accident

Maximum Age for Insurance:

None

BASIC ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Employee Principal Sum:

1 times Annual Compensation

Maximum:

The lesser of 1 times Annual Compensation or \$100,000

Changes in the Covered Person's amount of insurance resulting from a change in the Employee's amount of Annual Compensation take effect, subject to any Active Service requirement, on the effective date of the change in Annual Compensation.

SCHEDULE OF COVERED LOSSES

Covered Loss

Loss of Life

Loss of Two or More Hands or Feet

Loss of Sight of Both Eyes

Loss of One Hand or One Foot and Sight in One Eye

Loss of Speech and Hearing (in both ears)

Quadriplegia

Paraplegia

Hemiplegia

Uniplegia

Coma

Monthly Benefit

Number of Monthly Benefits

When Payable

Lump Sum Benefit

When Payable

Loss of One Arm

Loss of One Leg

Loss of One Hand or Foot

Loss of Sight in One Eye

Loss of Speech

Loss of Hearing (in both ears)

Loss of Thumb and Index Finger of the Same Hand

Benefit

100% of the Principal Sum

100% of the Principal Sum

100% of the Principal Sum

100% of the Principal Sum

100% of the Principal Sum

100% of the Principal Sum

100% of the Principal Sum

100% of the Principal Sum

50% of the Principal Sum

1% of the Principal Sum

11

At the end of each month during which the Covered Person remains comatose

100% of the Principal Sum

Beginning of the 12th month

75% of the Principal Sum

75% of the Principal Sum

50% of the Principal Sum

50% of the Principal Sum

50% of the Principal Sum

50% of the Principal Sum

25% of the Principal Sum

ADDITIONAL ACCIDENT BENEFITS

Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

SEATBELT AND AIRBAG BENEFIT

Seatbelt Benefit	20% of the Principal Sum subject to a Minimum Benefit of \$1,000 and a Maximum Benefit of \$20,000
Airbag Benefit	10% of the Principal Sum subject to a Maximum Benefit of \$10,000
Default Benefit	\$1,000

INITIAL PREMIUM RATES

Premium Rate:	<u>Basic Insurance</u> Employee Rate: \$0.01 per \$1,000
Mode of Premium Payment:	Monthly
Contributions:	The cost of the coverage is paid by the Policyholder
Premium Due Dates:	The Policy Effective Date and the first day of each succeeding modal period

Premium rates are subject to change in accordance with the *Changes in Premium Rates* section contained in the *Administrative Provisions* section of this Policy.

GA-00-1100.00

GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

Active Service	An Employee will be considered in Active Service with his Employer on any day that is either of the following: <ol style="list-style-type: none">1. one of the Employer's scheduled work days on which the Employee is performing his regular duties on a full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires the Employee to travel;2. a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, other than sick leave, only if the Employee was in Active Service on the preceding scheduled workday.
Age	A Covered Person's Age, for purposes of initial premium calculations, is his Age attained on the date coverage becomes effective for him under this Policy. Thereafter, it is his Age attained on his last birthday.
Aircraft	A vehicle which: <ol style="list-style-type: none">1. has a valid certificate of airworthiness; and2. is being flown by a pilot with a valid license to operate the Aircraft.
Annual Compensation	An Employee's base annual salary or annualized hourly pay plus market rate differentials but excluding bonus and overtime pay.
Covered Accident	A sudden, unforeseeable, external event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions: <ol style="list-style-type: none">1. occurs while the Covered Person is insured under this Policy;2. is not contributed to by disease, Sickness, mental or bodily infirmity;3. is not otherwise excluded under the terms of this Policy.
Covered Injury	Any bodily harm that results directly and independently of all other causes from a Covered Accident.
Covered Loss	A loss that is all of the following: <ol style="list-style-type: none">1. the result, directly and independently of all other causes, of a Covered Accident;2. one of the Covered Losses specified in the <i>Schedule of Covered Losses</i>;3. suffered by the Covered Person within the applicable time period specified in the <i>Schedule of Benefits</i>.
Covered Person	An eligible person, as defined in the <i>Schedule of Benefits</i> , for whom an enrollment form has been accepted by Us and required premium has been paid when due and for whom coverage under this Policy remains in force.
Employee	For eligibility purposes, an Employee of the Employer who is in one of the Covered Classes.
Employer	The Policyholder and any affiliates, subsidiaries or divisions shown in the <i>Schedule of Covered Affiliates</i> and which are covered under this Policy on the date of issue or subsequently agreed to by Us.
He, His, Him	Refers to any individual, male or female.

Prior Plan	The plan of insurance providing similar benefits, sponsored by the Employer in effect immediately prior to this Policy's Effective Date.
Physician	A licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not: <ol style="list-style-type: none"> 1. employed or retained by the Policyholder; 2. living in the Covered Person's household; 3. a parent, sibling, spouse or child of the Covered Person.
Sickness	A physical or mental illness.
Totally Disabled or Total Disability	Totally Disabled or Total Disability means either: <ol style="list-style-type: none"> 1. inability of the Covered Person who is currently employed to do any type of work for which he is or may become qualified by reason of education, training or experience; or 2. inability of the Covered Person who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.
We, Us, Our	Life Insurance Company of North America.

GA-00-1200.00

ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

Policy Effective Date

The Insurance Company agrees to provide Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page as long as the Minimum Participation requirement shown in the *Schedule of Benefits* has been satisfied.

Eligibility

An Employee becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*.

Effective Date for Individuals

Insurance becomes effective for an eligible Employee, subject to the *Deferred Effective Date* provision below, on the later of the following dates:

1. the effective date of this Policy;
2. the date the Employee becomes eligible.

Effective Date of Changes

Any increase or decrease in the amount of insurance for the Covered Person resulting from:

1. a change in benefits provided by this Policy; or
2. a change in the Employee's Covered Class will take effect on the date of such change.

Increases will take effect subject to any Active Service requirement.

TERMINATION OF INSURANCE

The insurance on a Covered Person will end on the earliest date below:

1. the date this Policy or insurance for a Covered Class is terminated;
2. the next premium due date after the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Policy;
3. the last day of the last period for which premium is paid;
4. the next premium due date after the Covered Person attains the maximum Age for insurance under this Policy.

Termination will not affect a claim for a Covered Loss or Covered Injury that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

Continuation for Total Disability

Insurance for an Employee may be continued until the earliest of the following dates if: (a) an Employee is Totally Disabled; and (b) required premium contributions are paid when due.

For Total Disability: for American Airlines Employees, the date ending the two year period or three years for pilots/flight engineers immediately following the last day the Covered Person's sick time ended.

GA-00-1300.00

COMMON EXCLUSIONS

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Coverages and Benefits* Section:

1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
2. declared or undeclared war or act of war within the United States or any nation of which the Covered Person is a citizen;
3. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface:
 - a. being flown by the Covered Person or in which the Covered Person is a member of the crew or student taking a flying lesson, other than Aircraft operated by or under contract with the Policyholder;
 - b. being used for experimental purposes:
4. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.

GA-00-1400.00

CONVERSION PRIVILEGE

1. If the Covered Person's insurance or any portion of it ends for a reason other than non-payment of premium, the Covered Person's Age or those reasons described in Paragraph 2 below, the Covered Person may have Us issue converted accident insurance on an individual policy or an individual certificate under a designated group policy. The Covered Person may not apply for an amount greater than his coverage under this Group Policy less the amount of any other group accident insurance for which he becomes eligible within 31 days after the date coverage under this Group Policy terminated. The policy or certificate will not contain disability or other additional benefits. The Covered Person need not show Us that he is insurable.

The Covered Person must apply for the individual policy within 31 days after his coverage under this Group Policy ends and pay the required premium, based on Our table of rates for such policies, his Age and class of risk.

The individual policy or certificate will take effect on the day following the date coverage under the Group Policy ended. If the Covered Person dies during this 31-day period as the result of an accident that would have been covered under this Group Policy, We will pay as a claim under this Group Policy the amount of insurance that the Covered Person was entitled to convert. It does not matter whether the Covered Person applied for the individual policy or certificate. If such policy or certificate is issued, it will be in exchange for any other benefits under this Group Policy.

2. If the Covered Person's insurance ends because this Group Policy is terminated or is amended to terminate insurance for the Covered Person's class, and he has been covered under this Group Policy for at least five years, the Covered Person may have Us issue an individual policy or certificate of accident insurance subject to the same terms, conditions and limitations listed above. However, the amount he may apply for will be limited to the lesser of the following:
 - a. coverage under this Group Policy less any amount of group accident insurance for which he is eligible on the date this Group Policy is terminated or for which he became eligible within 31 days of such termination, or
 - b. \$10,000.

GA-00-1500.00

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to Us within 31 days after a Covered Loss occurs or begins or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to Us at Our Home Office in Philadelphia, Pennsylvania, such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Policyholder's name and policy number and the Covered Person's name, address, policy and certificate number.

Claim Forms

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Claimant Cooperation Provision

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

Time of Payment of Claims

We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

Payment of Claims

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the covered Employee or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay \$1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

Payment of Claims to Foreign Employees

The Policyholder may, in a fiduciary capacity, receive and hold any benefits payable to covered Employees whose place of employment is other than the United States of America.

We will not be responsible for the application or disposition by the Policyholder of any such benefits paid. Our payments to the Policyholder will constitute a full discharge of Our liability for those payments under this Policy.

Physical Examination and Autopsy

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Beneficiary

The beneficiary is the person or persons the Employee names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by this Policy.

A beneficiary designation or change will become effective on the date the Employee executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Employee has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Employee dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:

1. spouse;
2. child or children;
3. mother or father;
4. sisters or brothers;
5. estate of the Covered Person.

Recovery of Overpayment

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

GA-00-1600.00

ADMINISTRATIVE PROVISIONS

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the *Schedule of Benefits*, the plan and amounts of insurance in effect. If a Covered Person's insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day before the reduction took place.

Changes in Premium Rates

We may change the premium rates from time to time with at least 31 days advance written notice to the Policyholder. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of this Policy change;
2. the terms of the Policyholder's participation change;
3. a division, subsidiary, affiliated company or eligible class is added or deleted from this Policy;
4. there is a change in the factors bearing on the risk assumed;
5. any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

Payment of Premium

The first premium is due on the Policyholder's effective date of participation under this Policy. Thereafter, premiums are due on the Premium Due Dates agreed upon between Us and the Policyholder. If any premium is not paid when due, the Policyholder's participation under this Policy will be terminated as of the Premium Due Date on which premium was not paid.

Grace Period

A Grace Period of 45 days will be granted for payment of required premiums under this Policy. This Policy will be in force during the Policy Grace Period. The Policyholder is liable to Us for any unpaid premium for the time its participation under this Policy was in force.

GA-00-1700.00

GENERAL PROVISIONS

Entire Contract; Changes

This Policy, including the endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

Misstatement of Fact

If the Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Certificates

Where required by law, We will provide a certificate of insurance for delivery to the Covered Person. Each certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

30 Day Right To Examine Certificate

If a Covered Person does not like the Certificate for any reason, it may be returned to Us within 30 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

Multiple Certificates

The Covered Person may have in force only one certificate at a time under this Policy. If at any time the Covered Person has been issued more than one certificate, then only the largest shall be in effect. We will refund premiums paid for the others for any period of time that more than one certificate was issued.

Assignment

We will be bound by an assignment of a Covered Person's insurance under this Policy only when the original assignment or a certified copy of the assignment, signed by the Covered Person and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under this Policy and the Covered Person's certificate remains in force.

Incontestability

1. Of This Policy or Participation Under This Policy

All statements made by the Policyholder to obtain this Policy or to participate under this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy or of participation under this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder.

After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

2. Of A Covered Person's Insurance

All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After two years from the Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

Policy Termination

We may terminate coverage on or after the first anniversary of the policy effective date. The Policyholder may terminate coverage on any premium due date. Written or authorized electronic notice must be given at least 31 days prior to such premium due date.

Termination will not affect a claim for a Covered Loss that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid.

Clerical Error

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Policy Changes

We may agree with the Policyholder to modify a plan of benefits without the Covered Person's consent.

Workers' Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

Examination of the Policy

This Group Policy will be available for inspection at the Policyholder's office during regular business hours.

Examination of Records

We will be permitted to examine all of the Policyholder's records relating to this Group Policy. Examination may occur at any reasonable time while the Group Policy is in force; or it may occur:

1. at any time for two years after the expiration of this Group Policy; or, if later,
2. upon the final adjustment and settlement of all Group Policy claims.

The Policyholder is acting as an agent of the Covered Person for transactions relating to this insurance. The actions of the Policyholder will not be considered Our actions.

GA-00-1800.00

DESCRIPTION OF COVERAGES AND BENEFITS

This Description of Coverages and Benefits Section describes the Accident Coverages and Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit maximums are shown in the Schedule of Benefits. Certain words capitalized in the text of these descriptions have special meanings within this Policy and are defined in the General Definitions section. Please read these and the Common Exclusions sections in order to understand all of the terms, conditions and limitations applicable to these coverages and benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable. If the loss results in death, benefits will only be paid under the Loss of Life benefit provision. Any Loss of Life benefit will be reduced by any paid or payable Accidental Dismemberment benefit. However, if such Accidental Dismemberment benefit equals or exceeds the Loss of Life benefit, no additional benefit will be paid.

Definitions

Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.

Loss of an Arm or Leg means complete Severance through or above the elbow or knee joint.

Loss of Sight means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.

Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Paralysis or Paralyzed means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

Quadriplegia means total Paralysis of both upper and both lower limbs.

Hemiplegia means total Paralysis of the upper and lower limbs on one side of the body.

Paraplegia means total Paralysis of both lower limbs or both upper limbs.

Uniplegia means total Paralysis of one upper or one lower limb.

Coma means a profound state of unconsciousness which resulted directly and independently from all other causes from a Covered Accident, and from which the Covered Person is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Covered Accident.

Severance means the complete and permanent separation and dismemberment of the part from the body.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* section.
GA-00-2100.00

ADDITIONAL ACCIDENT BENEFITS

Accidental Death and Dismemberment benefits are provided under the following Additional Benefits. Any benefits payable under them will be paid in addition to any other Accidental Death and Dismemberment benefit payable.

SEATBELT AND AIRBAG BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to the conditions and exclusions described below, when the Covered Person dies directly and independently of all other causes from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in an Automobile. An additional benefit is provided if the Covered Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).

Verification of proper use of the seatbelt at the time of the Covered Accident and that the Supplemental Restraint System properly inflated upon impact must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the Covered Person's claim to Us.

If such certification or police report is not available or it is unclear whether the Covered Person was wearing a seatbelt or positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System, We will pay a default benefit shown in the *Schedule of Benefits* to the Covered Person's beneficiary.

Definitions For purposes of this benefit:

Supplemental Restraint System means an airbag that inflates upon impact for added protection to the head and chest areas.

Automobile means a self-propelled, private passenger motor vehicle with four or more wheels which is a type both designed and required to be licensed for use on the highway of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, sport utility vehicle, or a motor vehicle of the pickup, van, camper, or motor-home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.
GA-00-2251.00

LIFE INSURANCE COMPANY OF NORTH AMERICA
(herein called the Insurance Company)

AMENDATORY RIDER

**CLAIM PROCEDURES APPLICABLE TO PLANS SUBJECT TO THE
EMPLOYEE RETIREMENT INCOME SECURITY ACT (“ERISA”)**

The provisions below amend the Policy to which they are attached. They apply to all claims for benefits under the Policy. They supplement other provisions of the Policy relating to claims for benefits, but nothing contained in the rider will alter or affect the insurance company’s duty to comply with any applicable state law or regulation which requires any action to be taken with respect to any claim within any specific period of time.

This Policy has been issued in conjunction with an employee welfare benefit plan subject to the Employee Retirement Income Security Act of 1974 (“ERISA”). This Policy is a Plan document within the meaning of ERISA. As respects the Insurance Company, it is the sole contract under which benefits are payable by the Insurance Company. Except for this, it shall not be deemed to affect or supersede other Plan documents.

The Plan Administrator has appointed the Insurance Company as the named fiduciary for deciding claims for benefits under the Plan, and for deciding any appeals of denied claims.

Review of Claims for Benefits

The Insurance Company has 45 days from the date it receives a claim for disability benefits, or 90 days from the date it receives a claim for any other benefit, to determine whether or not benefits are payable in accordance with the terms of the Policy. The Insurance Company may require more time to review the claim if necessary due to matters beyond its control. If this should happen, the Insurance Company must provide notice in writing that its review period has been extended for:

- (i) up to two more 30 day periods (in the case of a claim for disability benefits); or
- (ii) 90 days more (in the case of any other benefit).

If this extension is made because additional information must be furnished, these extension periods will begin when the additional information is received. The requested information must be furnished within 45 days.

During the review period, the Insurance Company may require:

- (i) a medical examination of the Insured, at its own expense; or
- (ii) additional information regarding the claim.

If a medical examination is required, the Insurance Company will notify the Insured of the date and time of the examination and the physician's name and location. If additional information is required, the Insurance Company must notify the claimant, in writing, stating what information is needed and why it is needed.

If the claim is approved, the Insurance Company will pay the appropriate benefit.

If the claim is denied, in whole or in part, the Insurance Company will provide written notice within the review period. The Insurance Company's written notice will include the following information:

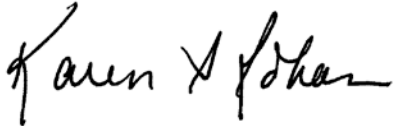
1. The specific reason(s) the claim was denied.
2. Specific reference to the Policy provision(s) on which the denial was based.
3. Any additional information required for the claim to be reconsidered, and the reason this information is necessary.
4. In the case of any claim for a disability benefit: identification of any internal rule, guideline or protocol relied on in making the claim decision, and an explanation of any medically-related exclusion or limitation involved in the decision.
5. A statement regarding the right to appeal the decision, and an explanation of the appeal procedure, including a statement of the right to bring a civil action under Section 502(a) of ERISA if the appeal is denied.

Appeal Procedure for Denied Claims

Whenever a claim is denied, there is the right to appeal the decision. A written request for appeal must be made to the Insurance Company within 60 days (180 days in the case of any claim for disability benefits) from the date the denial was received. If a request is not made within that time, the right to appeal will have been waived.

Once a request has been received by the Insurance Company, a prompt and complete review of the claim will take place. This review will give no deference to the original claim decision. It will not be made by the person who made the initial claim decision, or a subordinate of that person. During the review, the claimant (or the claimant's duly authorized representative) has the right to review any documents that have a bearing on the claim, including the documents which establish and control the Plan. Any medical or vocational experts consulted by the Insurance Company will be identified. Issues and comments that might affect the outcome of the review may also be submitted.

The Insurance Company has 60 days (45 days, in the case of any disability benefit) from the date it receives a request to review the claim and provide its decision. Under special circumstances, the Insurance Company may require more time to review the claim. If this should happen, the Insurance Company must provide notice, in writing, that its review period has been extended for an additional 60 days (45 days in the case of any disability benefit). Once its review is complete, the Insurance Company must state, in writing, the results of the review and indicate the Plan provisions upon which it based its decision.



President

TL-009000-1

**LIFE INSURANCE COMPANY OF NORTH AMERICA
Philadelphia, PA 19192-2235**

We, American Airlines, Inc., whose main office address is DFW Airport, TX, hereby approve and accept the terms of Group Policy Number COA 001312 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA.

This form is to be signed in duplicate. One part is to be retained by American Airlines, Inc.; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

American Airlines, Inc.

Signature and Title: _____ Date: _____

(This Copy Is To Be Returned To Life Insurance Company of North America)

**LIFE INSURANCE COMPANY OF NORTH AMERICA
Philadelphia, PA 19192-2235**

We, American Airlines, Inc., whose main office address is DFW Airport, TX, hereby approve and accept the terms of Group Policy Number COA 001312 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA.

This form is to be signed in duplicate. One part is to be retained by American Airlines, Inc.; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

American Airlines, Inc.

Signature and Title: _____ Date: _____

(This Copy Is To Be Retained By American Airlines, Inc.)

Life Insurance Company of North America
1601 Chestnut Street
Philadelphia, Pennsylvania 19192-2235

AMENDMENT

Policyholder: American Airlines, Inc.

Policy No.: COA 001312

This Amendment is attached to and made part of the Policy specified above. It is subject to all of the policy provisions that do not conflict with its provisions.

Policyholder and We hereby agree that the Policy is amended as follows:

Effective August 6, 2008, the Employee Principal Sum and Maximum under the Schedule of Benefits for Class 2 is amended as follows:

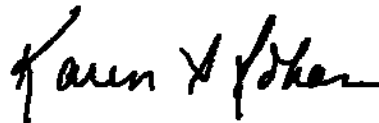
BASIC ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Employee Principal Sum:	1 times Annual Compensation rounded to the nearest \$100, if not already a multiple thereof
Maximum:	The lesser of 1 times Annual Compensation rounded to the nearest \$100, if not already a multiple thereof, or \$100,000

Changes in the Covered Person's amount of insurance resulting from a change in the Employee's amount of Annual Compensation take effect, subject to any Active Service requirement, on the effective date of the change in Annual Compensation.

Except for the above, this Amendment does not change the Policy in any way.

Life Insurance Company of North America



Karen S. Rohan, President

Date: September 26, 2008

Amendment No. 01

GA-00-4000.00

**LIFE INSURANCE COMPANY OF NORTH AMERICA
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy
A Contract between the Company and

American Airlines, Inc. (herein
called the Policyholder)

Policy No.: COA-1312

PLEASE READ

IMPORTANT: The attached amendment to your policy has been made at your request, and will be effective on the date shown within the amendment. Please review this amendment immediately and confirm that it accurately reflects your request and is consistent with your intentions. If amended certificates have been provided, please review these as well. If there are any errors or discrepancies, please notify your account manager or account service representative immediately. If you have not notified your account manager or account service representative of any errors or concerns, continued payment of premium more than 31 days after delivery of this amendment will be deemed acceptance of this amendment.

**LIFE INSURANCE COMPANY OF NORTH AMERICA
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy
A Contract between the Company and

American Airlines, Inc. (herein
called the Policyholder)

Policy No.: COA-1312

The Company and the Policyholder hereby agree that the Policy is amended as follows:

1. Effective January 1, 2015, Class 3 has been added to the attached SCHEDULE OF BENEFITS in the Policy as follows:

Class 3: All Management and Support Staff of American Airlines and U.S. Airways.

2. Effective January 1, 2015, the following affiliate has been added to the Policy:
U.S. Airways

3. Effective January 1, 2015, the Covered Class description has been revised for Class 1 in the Policy to add U.S. Airways as follow:

All Pilots, Flight Engineers, Flight Attendants on the US Payroll of American Airlines, Inc.

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY



Matthew G. Manders, President

Date: January 5, 2015
(revised January 9, 2015)
(revised February 6, 2015)
(revised February 9, 2015)

Amendment No. 03

TL-004780

SCHEDULE OF BENEFITS FOR CLASS 3

This *Schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided in this Policy for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Employee's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in a Covered Class to be eligible for coverage.

For Employees hired on or before the Policy Effective Date: No Waiting Period
For Employees hired after the Policy Effective Date: No Waiting Period

Time Period for Loss:

Any Covered Loss must occur within: 365 days of the Covered Accident

Maximum Age for Insurance:

None

BASIC ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Employee Principal Sum: 2 times Annual Compensation rounded to the next \$1,000, if not already a multiple thereof.
Maximum: \$70,000

SCHEDULE OF COVERED LOSSES

Covered Loss	Benefit
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of One Hand or One Foot and Sight in One Eye	100% of the Principal Sum
Loss of Speech and Hearing (in both ears)	100% of the Principal Sum
Quadriplegia	100% of the Principal Sum
Paraplegia	100% of the Principal Sum
Hemiplegia	100% of the Principal Sum
Uniplegia	50% of the Principal Sum
Coma	
Monthly Benefit	1% of the Principal Sum
Number of Monthly Benefits	11
When Payable	At the end of each month during which the Covered Person remains comatose
Lump Sum Benefit	100% of the Principal Sum
When Payable	Beginning of the 12 th month
Loss of One Arm	75% of the Principal Sum
Loss of One Leg	75% of the Principal Sum
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing (in both ears)	50% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum

ADDITIONAL ACCIDENT BENEFITS

Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

SEATBELT AND AIRBAG BENEFIT

Seatbelt Benefit	20% of the Principal Sum subject to a Minimum Benefit of \$1,000 and a Maximum Benefit of \$20,000
Airbag Benefit	10% of the Principal Sum subject to a Maximum Benefit of \$10,000
Default Benefit	\$1,000

GA-00-1100.00