

**LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PENNSYLVANIA**

A STOCK INSURANCE COMPANY
(Herein called "We," "Us," "Our,"
and "Company")

**VOLUNTARY
ACCIDENT POLICY OK 80 99 74**

Effective Date: January 1, 1996

Anniversary Date: January 1st.

AN AGREEMENT OF INSURANCE BETWEEN THE COMPANY AND

AMR CORPORATION, ETAL

(Herein called the Organization)

**THIS IS A LIMITED POLICY. READ IT CAREFULLY.
THIS IS AN ACCIDENT POLICY
WHICH DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS.**

We agree to insure those Eligible Persons who are within the covered classes listed in the Organization's application (each herein called the insured) for whom the required premium is paid and an application made. We will insure the dependent(s) of an insured provided the correct premium is paid and the eligibility requirements are met.

We agree to pay benefits for loss from bodily injuries:

- a. caused by an accident which happens while an insured is covered by this policy; and
- b. which, directly and from no other causes, result in a covered loss. (See the Description of Coverage.)

We will not pay benefits if the loss was caused by:

- a. sickness, disease, or bodily infirmity; or
- b. any of the Exclusions listed on page 3.

We issued this policy in consideration of the payment of the required premium. It is subject to all of the terms, conditions and limits contained herein.

Signed for us at Philadelphia, Pennsylvania.

EFFECTIVE DATE AND POLICY TERM: Coverage will begin on the Effective Date stated above at 12:01 A.M., Standard Time at the Organization's address. Coverage will continue as long as the premiums are paid according to the agreed terms. This policy may be terminated by us or the Organization in accordance with the provision called "Policy Termination by the Organization or the Company." Policy years and Anniversaries will be determined from the Policy Effective Date. They will fall on the first day of the calendar month and year stated above.

TABLE OF CONTENTS

Form No.	Description	Page
LM-2L60	Insuring Agreement	1
LM-2L60	Effective Date and Policy Term	1
LM-2L64	Exclusions	3
LM-2L61	Policy Provisions	4
LM-2L63	General Provisions	
	Concerning Administration	6
LM-2L62	General Provisions	
	Concerning Personal Insurance	7
	General Provisions	
LM-2L67	Concerning Dependent Insurance	10
	Attachments at Issue:	
LM-22846	Description of Coverage	
LM-23254	Organization Application	
LM-2L70	Policy Schedule	
LM-9L70	Amendatory Rider (Special Education Benefit)	
LM-3244	Seatbelt Benefit	
LM-9234	Spouse Critical Period	
LM-1P91	Increase Dependent Child Benefit	
LM-9L69	Common Disaster Benefit	
LM-9D84	War Risk Coverage	
TL-005523	Cobra Benefit	
TL-003900	Child Care Center Benefit	
LM-9L78a	Conversion Privilege	
LM-6B24	Amendatory Rider (Severance)	
LG-5134a	Rider Number One	

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Special Benefits 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 149104
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.

TL-004426

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Special Benefits Division para información o para someter una queja al

1-800-441-1832

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas
P.O. Box 149104
Austin, TX 78714-9104
FAX #(512) 475-1771

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente su prima o a un reclamo, debe comunicarse con el agente o la compañía primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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.

EXCLUSIONS

No benefits will be paid for loss resulting from:

1. intentionally self-inflicted injuries, or any attempts thereat.
2. declared or undeclared war or act of war.
3. accident occurring while the insured is serving on full time active duty for more than 30 days in any Armed Forces. (Send us proof of service. We will refund any premium paid for this time.) (Reserve or National Guard active duty for training is not excluded.)
4. travel or flight (including getting in or out, on or off, of any aircraft or device, if:
 - A. the aircraft or device is being used:
 1. for experimental purposes; or
 - B. the insured is:
 1. serving as pilot or crew member or student taking a flying lesson in any aircraft other than aircraft operated by or under contract with the Policyholder.
5. commission of a felony by the insured.
6. Benefits will not be paid for loss covered by or resulting from sickness, disease, bodily infirmity or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.
7. Voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of, a licensed physician. (Accidental ingestion of a poisonous substance is not excluded.)

POLICY PROVISIONS

ENTIRE CONTRACT; CHANGES:

This policy with application, endorsements, riders and attached papers is the entire contract between the Organization and us. If required, the application of any insured may also be made part of this contract. Statements made by the Organization or by an Insured are deemed representations and not warranties. No such statement will cause us to deny or reduce the benefits due under the policy or be used as a defense to a claim; unless, it is contained in a signed written application. After two years from the date coverage starts no such statement (except age) will cause this policy to be contested.

No change in the policy will be valid until approved by one of our Executive Officers. This approval must be endorsed on or attached to this policy. No agent may change this policy or waive any of its provisions.

ADDITION OF NEW MEMBERS:

All persons added to the classes described in the organization's application are eligible for coverage under this policy.

NOTICE OF CLAIM:

Written notice must be given within 30 days after a covered loss begins or as soon as reasonably possible. Notice can be given to us at our home office, at the address shown on page 1, or to our agent. Notice should include the Insured's name, address and policy number.

CLAIM FORMS:

When we receive the notice of claim, we will send forms for filing proof of loss. If claim forms are not sent within 15 days the proof requirements will be met by submitting within 90 days, written proof of the nature and extent of the loss.

PROOFS OF LOSS:

Written proof must be given to us within 90 days after the date of loss. If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible.

POLICY PROVISIONS (continued)

TIME OF PAYMENT OF CLAIMS:

Benefits for loss covered by this policy will be paid as soon as we receive proper written proof of such loss.

PAYMENT OF CLAIMS

Payment of Claims: Accidental Death Benefit – Benefits paid on account of a covered person's death will be paid to the beneficiary named to receive the covered person's proceeds under this program, if none, then as per the Policyholder's group life insurance program. If the covered person has not named a beneficiary or if there is no beneficiary alive when he dies, we will pay this benefit:

To the first surviving class of the insured's

- 1) Wife/Husband
- 2) Child/Children
- 3) Mother/Father
- 4) Brother/Sister
- 5) Estate

PHYSICAL EXAMINATIONS AND AUTOPSY:

We will pay the cost and have the right to have the Insured examined as often as reasonably necessary while the claim is pending. We can have an autopsy made at our expense unless prohibited by law. (Autopsies are not permitted in Massachusetts, Mississippi and South Carolina).

CHANGE OF BENEFICIARY:

The beneficiary may be changed at any time. The beneficiary's consent is not required. No change is binding until we receive written notice of it.

POLICY PROVISIONS (continued)

CONFORMITY WITH STATE STATUTES:

Any provision of this policy in conflict on its effective date with the laws of the state where the Insured lives is amended to conform to the minimum requirements of such laws.

CERTIFICATES OF INSURANCE:

We will issue to the Organization certificates of insurance for each person covered by this policy. Certificates will list the benefits, conditions, and limits of this policy. It will state to whom the benefits will be paid. The Organization will maintain for us a complete record of all insured persons.

EXAMINATION OF RECORDS:

We shall be permitted to examine all of the records of the Organization relating to this policy. Examination may occur at any reasonable time; or it may occur:

- (a) at any time for two years after the expiration of the policy; or if later,
- (b) until the final adjustment and settlement of all policy claims.

WORKERS' COMPENSATION INSURANCE:

The policy is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation insurance.

GENERAL PROVISIONS CONCERNING ADMINISTRATION

AFFILIATED OR SUBSIDIARY ORGANIZATIONS:

We will insure the employees or members of the Organization's affiliates and subsidiaries. They must, however, fall within the eligible covered classes described in the policy.

NEWLY ACQUIRED ORGANIZATIONS:

The policy premium applies only to the Organization as composed on the Effective Date of the policy or as thereafter amended.

New employees or members acquired through merger, stock purchase, exchange of stock, or otherwise may be covered under the policy. Their coverage is subject to the following conditions:

1. that the Organization pay the correct additional premium.

Coverage will start in accordance with policy enrollment provisions.

GENERAL PROVISIONS CONCERNING PERSONAL INSURANCE

ELIGIBILITY:

Persons eligible to be covered under this policy are those who qualify for the class(es) described in the Policy Application.

This includes anyone who may become eligible while the policy is in force.

No person may be insured as both an employee and as a dependent at the same time. If a family plan is elected, only one person in the family may be insured as an employee.

EFFECTIVE DATE OF INSURANCE:

Initial Benefit: Coverage for eligible persons will start:

1. On the date the person becomes eligible if all eligible persons are to be insured without paying any part of the premium;
2. On the policy effective date if we receive the application before that date;
3. On the first day of the month following receipt of the application after the policy effective date.

The correct first premium must be paid when due.

Additional Benefits: An eligible person may apply for additional benefits under this policy during an open enrollment period. Coverage will take effect on the first day of the month that follows receipt of the application.

GENERAL PROVISIONS CONCERNING PERSONAL INSURANCE (continued)

TERMINATION OF PERSONAL INSURANCE:

Coverage for any Insured will end on the first premium due date on which the Insured is no longer eligible; subject, however, to any applicable "Conversion Privilege" contained in this policy. We will refund pro rata the unearned premium, if any.

Eligibility will end if any of the following occur:

1. The date termination is required; or
2. At termination of employment; or
3. On the date the person ceases to be an eligible employee.

Coverage for employees of the Organization absent due to disability will end on the date any of the following occur:

1. termination of payroll deduction; or
2. termination of central collection of premiums.

We will refund pro rata the unearned premium, if any.

GENERAL PROVISIONS CONCERNING DEPENDENT INSURANCE

**NO DEPENDENT WILL BE COVERED
UNLESS THE PROPER COVERAGE PLAN HAS BEEN SELECTED AND
THE CORRECT PREMIUM HAS BEEN PAID.**

ELIGIBILITY:

"Eligible Dependents" are defined as:

An "Eligible Dependent" for this coverage means and is limited to (a) the Insured's spouse; or (b) the Insured's unmarried children (including legally adopted children) under age 19; or (c) Insured's unmarried children (including legally adopted children) between the ages 19 and 23 years, provided that such child maintains his or her legal residence with the Insured, is wholly dependent upon the Insured for maintenance and support; and is a registered student in regular full-time attendance at an educational institution (including vocational/technical schools), and is enrolled in a program of study leading to a degree or certificate.

The term child as used above includes stepchildren, foster children and children for whom the insured has legal guardianship if such children reside with the Insured and are wholly dependent (child is claimed as a dependent for Federal Tax purpose) upon the Insured for maintenance and support.

Incapacitated Dependents - Coverage may be kept in force for any child who reached the age limit, and is both: (1) physically or mentally incapable of self support; and (2) wholly dependent upon you for support and maintenance.

To keep this coverage in force, you must give us proof of the child's incapacity and dependence not more than 31 days after the child reaches the age limit. We may require proof again from time to time, but not more than once a year after the 2 years that follow the date that the child reaches the age limit.

Newborn Child Coverage: A child of the Insured born while this policy is in force is covered. The child is covered from the moment of birth until the 31st day of age. After this time, the child will remain covered only if we have received written notice of the birth and payment of the correct premium. Notice is NOT required if the Insured is already paying the Family Plan premium.

DESCRIPTION OF COVERAGE

Coverage A: Benefits for Accidental Loss of Life, Limb or Sight:

If, within 365 days from the date of accident covered by the policy, bodily injuries result in any of the following losses, we will pay the benefit set opposite such loss; provided, however, that if the Insured sustains more than one such loss as the result of any one accident, we will pay only the one largest amount to which the Insured is entitled. This amount will not exceed the Principal Sum.

Loss of Life	The Principal Sum
Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and Entire Sight of One Eye	The Principal Sum
Loss of One Foot and Entire Sight of One Eye	The Principal Sum
Loss of Speech and Hearing (both ears)	The Principal Sum
Quadriplegia (total paralysis of both upper and lower limbs)	The Principal Sum
Loss of One Arm	Three-Quarters the Principal Sum
Loss of One Leg	Three-Quarters the Principal Sum
Paraplegia (total paralysis of both lower limbs)	The Principal Sum
Loss of One Hand	One-Half the Principal Sum
Loss of One Foot	One-Half the Principal Sum
Loss of Entire Sight of One Eye	One-Half the Principal Sum
Loss of Speech	One-Half the Principal Sum
Loss of Hearing (both ears)	The Principal Sum
Hemiplegia (total paralysis of upper and lower limbs on one side of the body)	The Principal Sum
Loss of Thumb and Index Finger (of same hand)	One-Quarter the Principal Sum

The Principal Sum is stated in the Policy Schedule.

"Member" means hand, foot or eye.

"Loss" means with regard to hand or foot 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 an eye means total and irrecoverable loss of sight; loss of speech means complete inability to communicate audibly in any degree; loss of hearing means irrecoverable loss of hearing which cannot be corrected by any hearing aid or device; loss of thumb and index finger means severance of each through or above the joint closest to the wrist. (In California, loss of a thumb and index finger means loss by complete severance of at least one whole phalanx of each.) (In South Carolina, the loss of four whole fingers from one hand equals the loss of one hand.)

"Paralysis" means loss of use, without severance, of a limb. This loss must be determined by a physician to be complete and not reversible.

**APPLICATION TO
LIFE INSURANCE COMPANY OF NORTH AMERICA
1600 Arch Street
Philadelphia, Pennsylvania**

Policy Number: OK 80 99 74

Service Office: New York (505)

This is an application for insurance on form LM-2L60 et al. It is based on the following statements and representations.

Agent or Broker: Alexander & Alexander

1. **Name of Organization: AMR CORPORATION, ETAL**
Address: P.O. Box 619616, Dallas, Ft. Worth Airport, TX 75261-9616
Type of Business or Organization: Commercial Airline
Coverage for Affiliates or Subsidiaries: [X] Yes.

2. **Persons eligible to be covered under the policy are those who fall within the classes described below; provided, a written application has been made and the required premium paid. Dependents of those who fall within these covered classes also are eligible; provided, the requirements for eligibility are met, the proper Coverage Plan is selected, and the correct premium is paid.**

Class	Description of Eligible Persons	Number of Eligible Persons
I	All TWU and Non-Contract Employees	
II	Spouses of Class I Insureds.	
III	Dependent Children of Class I insureds.	

NOTE: No eligible individual may be covered under more than one Class. If covered as an employee, an eligible individual cannot be covered as a spouse or dependent of another employee.

3. **Applicable coverage and amount of Principal Sum per person:**

Class	Applicable Coverage	Applicable Principal Sum
I	Accidental Death & Dismemberment, Speech and/or Hearing, Paralysis, Special Education, Seatbelt, Common Disaster, Conversion, Coma, Spouse Critical Period, Spouse Training and War Risk Coverage.	Options: 1- \$ 10,000 2- \$ 50,000 3- \$100,000 4- \$150,000 5- \$200,000 6- \$250,000 7- \$300,000 8- \$350,000 9- No Coverage

Application to LIFE INSURANCE COMPANY OF NORTH AMERICA (continued)

Class	Applicable Coverage	Applicable Principal Sum
II	Accidental Death & Dismemberment, Speech and/or Hearing, Paralysis, Special Education, Seatbelt, Common Disaster, Conversion, Coma, Spouse Critical Period, Spouse Training and War Risk Coverage.	Options: 1- \$ 10,000 2- \$ 50,000 3- \$100,000 4- \$150,000 5- No Coverage
III	Accidental Death & Dismemberment, Speech and/or Hearing, Paralysis, Special Education, Seatbelt, Common Disaster, Conversion, Coma, and War Risk Coverage.	Options: 1- \$10,000 2- No Coverage

5.

Premiums are paid by: Employer Employee
 Employer and Employee

6. The Transmittal Agent appointed by the Organization is (If none appointed, state "none"): None

7. Effective Date and Signature:

___ Original Application for Policy Effective _____

___ Application for Policy Revision Effective _____

For the Organization: Signed _____

Title _____

POLICY SCHEDULE

Name of Organization: AMR CORPORATION, ETAL

Policy No.: OK 80 99 74

<u>Cert. No.</u>	<u>Name of Insured</u>	<u>Principal Sum</u>	<u>Coverage Effective</u>	<u>Coverage Terminated</u>
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AS ON FILE WITH THE ORGANIZATION.

AMENDATORY RIDER

This rider amends the policy or certificate to which it is attached. It takes effect and ends at the same time as such policy or certificate.

In consideration of the premium, the following benefit is added:

SPECIAL EDUCATION BENEFIT

We will pay a "special education benefit" if the employee and/or spouse:

- a. is enrolled in Employee and/or Spouse and Child options, and
- b. dies as the result of a covered accident; and
- c. is survived by a dependent child.

The "special education benefit" is payable for each child:

- a. in an amount equal to 5% of the Insured's Principal Sum, but not more than \$6,000;
- b. once a year for not more than four straight years;
- c. only while the child continues as a full-time student at a school of higher learning;
- d. in addition to all other policy benefits.

If, at the time of accident, coverage is in force but there is no dependent child who qualifies, we will pay an additional benefit of \$1,000 to the Insured's designated beneficiary.

No other policy provision or condition is changed in any way by this rider.

LIFE INSURANCE COMPANY OF NORTH AMERICA

LIFE INSURANCE COMPANY OF NORTH AMERICA

This rider amends the policy or certificate to which it is attached. It is in force only while the policy is in force. In return for the premium, the following benefit is added.

SEATBELT BENEFIT

We will pay an additional accidental death benefit of 20% to a maximum of \$25,000. We will pay this benefit if a covered person suffers loss of life, as the result of a covered accident which occurs while he is driving or riding in a Private Passenger Car, if:

- (1) The car is equipped with seatbelts; and
- (2) The seatbelt was in actual use and properly fastened at the time of the accident; and
- (3) The position of the seatbelt is certified in the official report of the accident; or by the investigating officer. A copy of the police accident report must be submitted with the claim.

Except for the above, this rider does not change the policy in any way.

LIFE INSURANCE COMPANY OF NORTH AMERICA

LIFE INSURANCE COMPANY OF NORTH AMERICA

AMENDATORY RIDER

This rider amends the policy or certificate to which it is attached. It takes effect and expires at the same time as such policy or certificate.

In consideration of the premium the following benefit is added. It will only apply if the employee or spouse option has been chosen.

SPOUSE CRITICAL PERIOD

An additional benefit will be paid for the accidental loss of life of the Insured or spouse. The surviving spouse will receive an additional .005% of the deceased person's Principal Sum each month. It will be paid for 12 consecutive months.

No other policy provision or condition is changed in any way by this rider.

LIFE INSURANCE COMPANY OF NORTH AMERICA

LM-9234

LIFE INSURANCE COMPANY OF NORTH AMERICA

AMENDATORY RIDER

This rider amends the policy or certificate to which it is attached. It is in force only while the policy is in force.

In exchange for the required premium, the following benefit is included:

INCREASE DEPENDENT CHILD BENEFIT

INCREASED DEPENDENT CHILD BENEFIT FOR ACCIDENTAL LOSS OF [LIMB, SIGHT, SPEECH, HEARING AND PARALYSIS]:

If a Dependent Child (as defined in the policy or certificate) receives bodily injuries which result in a Covered Loss [a loss listed under Coverage A, Description of Coverage, LM-22846], then we will pay double the Benefit Amount. If in addition to a Covered Loss, the Dependent Child dies within 90 days of the Covered Accident, then we will pay only the Death Benefit Payable under the Family Plan Schedule.

If the Dependent Child sustains more than one Covered Loss from a single Covered Accident, then we will pay double the Benefit Amount only for the one largest amount to which the Dependent Child is entitled.

Except for the above, this rider does not change the policy or certificate in any way.

LIFE INSURANCE COMPANY OF NORTH AMERICA

LM-1P91

LIFE INSURANCE COMPANY OF NORTH AMERICA

AMENDATORY RIDER

This rider amends the policy or certificate to which it is attached. It expires at the same time as the policy or certificate.

In consideration of the premium the following benefit is added:

COMMON DISASTER BENEFIT

If the Insured has chosen the employee and spouse plan option and as the result of a "Common Accident", the insured and spouse die within one year of the covered accident, the spouse's loss of life benefits will be increased to 100% of the Insured's Principal Sum; provided:

- a) the combined benefits of the Insured and spouse shall not be more than \$700,000.

"Common Accident" means the same accident or separate accidents that occur within the same 24-hour period.

No other policy provision or condition is changed in any way by this rider.

LIFE INSURANCE COMPANY OF NORTH AMERICA

LM-9L69

LIFE INSURANCE COMPANY OF NORTH AMERICA

AMENDATORY RIDER

This rider amends the policy named above. It is in force only while the policy is in force, but not before the date shown above.

In exchange for the payment of \$ N/A, which is :

included in the premium for the policy shown in Schedule III on page 4; or

in addition to the policy premium;

the war risk coverage below is added.

SCHEDULE IV-W - WAR RISK COVERAGE

We agree to pay the benefits described in this policy for accidents described in Schedule IV which are caused by war or acts of war. Exclusion (b) is hereby deleted. This coverage is subject to the terms set forth below.

Area Covered-- This coverage includes loss caused by or resulting from war or acts of war only in the area described below:

Worldwide

This coverage does not include: (i) the United States; or (ii) any nation of which the covered person is a citizen.

Total Limit of Liability-- We will not pay more than \$ N/A per accident occurrence for the war risk benefits provided by this amendment. This limit shall apply to injuries sustained from all acts of war in any consecutive 72 hour period. If, but for this provision, we would pay more than the above state amount, then the benefits we will pay to each covered person will be reduced in the same proportion, so that the total amount we will pay for war risk coverage is the maximum shown above.

Premiums and Coverage Subject to Change--The premiums, benefits, and area covered may be changed at any time by agreement between you and us. This may be done as needed to reflect conditions which, in the opinion of you or us, change the war risk exposure.

Termination-- You may cancel this war risk coverage at any time by sending written notice to us at our home office, at the address shown on page 1. This coverage will be cancelled when we receive your notice, or later if you so specify.

We may cancel this coverage at any time by sending you at least 10 days written notice to your most recent address in our records. We will promptly return any unearned premium that you have paid. However, this is not a condition of termination.

Change or termination of this coverage will not affect a claim which begins while this coverage is in force.

Except for the above, this rider does not change the policy in any way.

AMENDATORY RIDER

This rider amends the policy or certificate to which it is attached. It is in force only while the policy is in force.

In exchange for the required premium, the following benefit is included:

COBRA BENEFIT

We will pay an additional benefit if:

1. an Insured Employee dies as a result of a covered accident;
2. benefits are payable under the policy because of the Employee's accidental death;
3. the Employee is survived by a spouse or dependent child covered under the policy;
4. the Survivor is covered under the Employer's medical plan at the time of the Employee's death; and
5. the Survivor elects to continue medical plan coverage under the Employer's medical plan as permitted by COBRA or state continuation law.

The COBRA Benefit is payable for each Survivor who qualifies:

- (a) in an amount up to 3% of the Employee's Principal Sum, but not more than \$6,000 per year; and
- (b) only while the Survivor continues to pay the premium for the continued coverage.

We will pay this benefit once a year for not more than 3 years provided:

- (1) we are notified in writing of the Survivor's eligibility for the benefit within 60 days of the Employee's death; and
- (2) the request for reimbursement and valid proof of claim are received within 60 days after a 12-month period of continued coverage.

A 12-month period starts: a) when the Survivor elects to continue coverage under the Employer's medical plan; or b) the first of the month following the expiration of the previous 12-month period if benefits are exhausted prior to the end of any 12-month period.

Benefits are payable to the Survivor, or the person who actually paid the premium on the Survivor's behalf, if other than the Survivor.

"Survivor" means a spouse or dependent child who is:

- (a) covered under the group policy at the time of the Employee's death; and
- (b) eligible to continue coverage under the Employer's medical plan at the time of the Employee's death.

TL-005523

AMENDATORY RIDER

This rider amends the policy or certificate to which it is attached. It is in force only while the policy is in force.

In exchange for the required premium, the following benefit is included:

CHILD CARE CENTER BENEFIT

We will pay this benefit if the Insured Employee or Insured Spouse:

- a) has elected coverage for his dependent children; and
- b) dies as the result of a covered accident; and
- c) is survived by a dependent child who:
 - 1) on the date of the covered accident was enrolled in a legally licensed Child Care Center; or
 - 2) is enrolled in a legally licensed Child Care Center within 365 continuous days from the date of the accidental death; and
 - 3) is under 7 years of age.

The Child Care Center Benefit is payable for each child who qualifies:

- a) in an amount up to 5% of the Insured Employee's Principal Sum, but not more than \$5,000 per year; and
- b) only while the dependent child continues to be enrolled in a legally licensed Child Care Center.

We will pay this benefit once a year for not more than 5 years, or until the dependent child enters the first grade, whichever happens first.

Child Care Center Benefits will be payable to the surviving spouse, if the spouse has custody of the child. If there is no surviving spouse, or the child does not live with the spouse, then the benefit will be paid to the child's legally appointed guardian.

"Child Care Center" means a facility which:

- a) is run according to law, including laws and regulations applicable to child care facilities; and
- b) provides care and supervision for children in a group setting, on a regular, daily basis.

A Child Center does not include:

- a) a hospital; or
- b) the child's home; or
- c) care provided during normal school hours while a child is attending grades one through twelve.

TL-003900

LIFE INSURANCE COMPANY OF NORTH AMERICA

This rider amends the policy or certificate to which it is attached and ends at the same time. The following provision is added.

CONVERSION PRIVILEGE

We will issue a converted policy to you (the insured) if the accidental death insurance under the policy or certificate ends for any reason.

Age: You must be under age 70 to get a converted policy.

Health: We will not ask for your proof of insurability.

Application: To get a converted policy, you must: (1) apply within 31 days after group coverage ends; and (2) pay the first premium. If you have assigned ownership of your group coverage, the owner must apply for you.

Cost: Your premium will be based on: (1) the class of risk to which you belong; (2) your age; and (3) the form and amount of coverage issued.

Effective Date: Your converted policy will take effect on: (1) the date group coverage ends; or, if later, (2) the date you apply for the converted policy.

Benefits: The converted policy will cover accidental death and dismemberment. The amount you apply for must be: (1) in \$1,000 increments; and (2) not less than \$25,000 nor more than the amount of your group insurance if greater than \$25,000; and not more than \$250,000.

Exclusions: The converted policy may exclude the hazards or conditions that apply to your group coverage at the time it ends. We will reduce payment under the converted policy by the amount of any benefits paid under the group policy if both cover the same loss.

Dependents: Dependents may also convert group coverage when they cease to be eligible for any reason except age.

Renewability: The converted policy may provide that it can be renewed on any anniversary with the consent of the Company subject to a maximum age limit.

Prior Converted Policy: If you convert your group coverage and later again be insured under the same group plan, you may not convert a second time unless: (1) you give us, at your expense, proof of your insurability; or (2) the prior converted policy is no longer in force.

CONVERSION PRIVILEGE(continued)

State Laws: If the converted policy we provide in the state where the group policy was issued cannot lawfully be provided in the state where you reside at time of conversion, you may choose a form that is available for conversion in your state.

No other policy provision or condition is changed in any way by this rider.

LIFE INSURANCE COMPANY OF NORTH AMERICA

LIFE INSURANCE COMPANY OF NORTH AMERICA

AMENDATORY RIDER

This rider amends the policy or certificate to which it is attached. It takes effect and expires at the same time as such policy or certificate.

The cover page caption is amended to read "Accidental Death and Dismemberment Policy."

The following definition is added:

"Severance" means the complete separation and dismemberment of the limb from the body.

No other policy provision or conditions is changed by this rider.

LIFE INSURANCE COMPANY OF NORTH AMERICA

RIDER NUMBER ONE

In consideration of the policy premium, it is hereby understood and agreed that this rider amends the policy or certificate to which it is attached. It takes effect on the Effective Date started below and ends at the same time as the policy or certificate.

COMA BENEFIT

If as a result of a covered accident, a Covered Person is injured, we will pay an additional benefit if the Covered Person becomes Comatose within 31 days of the accident, and remains Comatose beyond the Waiting Period.

A person is consider "Comatose" or in a Coma, if he is in a profound stupor or state of complete and total unconsciousness, as the result of an accident.

The "Waiting Period" is the 31 -day period from the day the Covered Person becomes Comatose.

We will pay this benefit at the rate of 1% of the Covered Person's Principal Sum per month from the end of the Waiting Period. We will cease payment on the earliest of:

- a) the end of the month in which the Covered Person dies;
- b) the end of the 11th month for which this benefit is payable;
- c) the end of the month in which the Covered Person recovers from the Coma.

If the Covered Person remains Comatose offer this Como Benefit is payable for 11 straight months, we will pay a lump sum benefit equal to the Principal Sum payable under the policy for Accidental Death reduced by the amount of any Accident Dismemberment, loss of sight, speech or hearing or paralysis benefits paid to the Covered Person for the loss caused by the covered accident.

If the Covered Person dies as a result of the covered accident while the monthly Coma Benefit is payable, benefits will be paid under the policy for Accidental Death.

Coma Benefits will be payable to the Covered Person's legal guardian, or in the event no legal guardian is appointed, to the person, who in the opinion of the Company, is responsible for care of the Covered Person.

January 1, 1996

OK809974

AMR CORPORATION, ETAL

April 4, 1996mw

RIDER NUMBER ONE (continued)

SPOUSE TRAINING BENEFIT

We will pay this benefit if the insured:

- a) has elected dependent spouse coverage prior to time of accident; and
- b) dies within a year of, and as a result of, a covered accident; and
- c) is survived by a dependent spouse.

The benefit will be payable for the Insured's surviving spouse who:

- a) enrolls within one year after the Insured's death in any accredited school for the purpose of retraining or refreshing skills needed for employment; and
- b) incurs expenses payable directly to, or approved and certified by such school.

We will pay the cost of such incurred expense for not more than:

- a) one year after the first retraining/refresher course begins; or
- b) (\$7,500)

whichever is less.

Payment will be in addition to all other policy benefits.

January 1, 1996

OK 80 99 74

AMR CORPORATION, ETAL

April 4, 1996mw

RIDER NUMBER ONE (continued)

LOSS OF USE BENEFIT

The following is added to coverage B, Loss of Limb, Sight, Speech or Hearing:

Loss of Use of Two Limbs Two-Thirds The Principal Sum
Loss of Use of One Limb One-Half The Principal Sum

"Loss of Use" shall mean total paralysis of limb, or limbs which is determined by competent medical authority to be permanent, complete and irreversible. Limb or Limbs as used herein is defined as an arm or a leg.

If more than one loss arises out of the same accident we will pay only one benefit. This will be the largest one. The most we will pay in any event is the Principal Sum.

January 1, 1996

OK 80 99 74

AMR CORPORATION, ETAL

April 4, 1996mw

RIDER NUMBER ONE (continued)

It is understood and agreed that coverage shall be extended to include Canadian employees while on maternity or parental leaves of absence.

It is understood and agreed that coverage shall be extended while Hang-Gliding and Bungee Jumping.

It is further understood and agreed that coverage can be continued for employees while on leaves of absence, as long as the required payment is made.

Effective January 1, 1997, the following options are added to the Application :

Class I: \$500,000
Class II: \$250,000 and \$350,000
Class III: \$ 20,000 and \$30,000

In accordance with the above, the Common Disaster maximum shown on page 21 (Form LM-9L69) is increased to \$1,000,000.

Exposure and Disappearance

Loss resulting from unavoidable exposure to the elements and arising out of hazards described above shall be covered to the extent of the benefits afforded an Insured.

If the body of an Insured has not been found within one year of the disappearance, stranding, sinking or wrecking of any vehicle in which an Insured was an occupant, then it shall be presumed, subject to all other provisions and conditions of the policy, that an Insured has suffered loss of life covered under this policy.

January 1, 1996

OK 80 99 74

AMR CORPORATION, ETAL

April 4, 1996mw

THE INSURANCE COMPANY OF NORTH AMERICA

Policyholder: AMR Corporation, Etal

Policy Number: OK 809974

Effective Date: January 1, 1998

AMENDATORY RIDER

In consideration of the policy premium, it is understood and agreed that the following is amended to the policy:

Schedule Page LM-23254 shall be amended as follows:

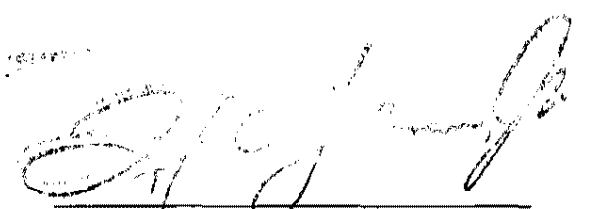
Employee: \$10,000 increments from \$10,000 to \$500,000.

Spouse: \$10,000 increments from \$10,000 to \$350,000.

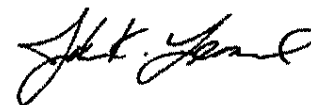
Child: \$10,000 increments from \$10,000 to \$30,000

Nothing herein contained shall vary, alter or extend any provisions or conditions of the policy other than as above stated.

LIFE INSURANCE COMPANY OF NORTH AMERICA



Authorized Agent



John K. Leonard, President

Not valid unless countersigned by a duly authorized agent of the

Policyholder: AMR Corporation, Etal

Effective Date: January 1, 1998

Policy Number: OK 809974

AMENDATORY RIDER

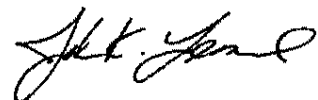
In consideration of the policy premium, it is hereby understood and agreed that the following is amended to the policy:

Spouse Training Benefit: The maximum benefit shall be increased from \$7,500 to \$10,000.

Special Education Benefit: The maximum yearly pay out under this benefit shall be increased from \$6,000 to \$10,000.

Child Care Center Benefit: The maximum yearly pay out under this benefit shall be increased from \$5,000 to \$7,500.

Nothing herein contained shall vary, alter or extend any provisions or conditions of the policy other than as above stated.



John K. Leonard, President

Authorized Agent

Not valid unless countersigned by a duly authorized agent of the
LIFE INSURANCE COMPANY OF NORTH AMERICA

LIFE INSURANCE COMPANY OF NORTH AMERICA

Policyholder: AMR Corporation, Etal

Policy Number: OK 80 99 74

Effective Date: January 1, 2001

Applicable to Class(es): Class I, II & III

AMENDATORY RIDER

This rider amends the policy or certificate to which it is attached. It takes effect on the date shown above, and ends on the date the policy ends.

In consideration of the premium, the following is added:

REHABILITATION BENEFIT RIDER

This Rider applies only to accidents that occur on or after the Effective Date shown above. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this rider.

Rehabilitation Benefit. If a Covered Person suffers an accidental loss for which benefits are payable under the Policy, we will reimburse the Covered Person for Covered Rehabilitative Expenses that are due to the Injury causing the loss. The Covered Rehabilitative Expenses must be incurred within two years after the date of the accident causing the loss and will be payable up to a maximum of \$2,500 for all injuries caused by the same accident.

Hospital means a facility that: (1) is operated according to law for the care and treatment of injured people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces.

Medically Necessary Rehabilitative Training Service - as used in this Rider, means any medical service, medical supply, medical treatment or Hospital confinement (or part of a Hospital confinement) that: (1) is essential for physical rehabilitative training due to the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Doctor.

Covered Rehabilitative Expense(s) means an expense that: (1) is charged for a Medically Necessary Rehabilitative Training Service of the Covered Person performed under the care, supervision or order of a Physician; (2) does not exceed the usual level of charges for similar treatment, supplies or services in the locality where the expense is incurred (for a Hospital room and board charge, does not exceed the most common charge for Hospital semi-private room and board in the Hospital where the expense is incurred); and (3) does not include charges that would not have been made if no insurance existed.

REHABILITATION BENEFIT RIDER

Exclusions. In addition to the Exclusions in the General Exclusions section of the Policy, Covered Rehabilitative Expenses do not include any expenses for or resulting from any condition for which the Covered Person is entitled to benefits under (1) any Workers' Compensation Act or similar law; or (2) the Accident Medical Expense Benefit Rider.

All other terms and conditions of the Policy and Certificate shall remain unchanged.

LIFE INSURANCE COMPANY OF NORTH AMERICA

Michael W. Bell

Michael W. Bell,
President

LIFE INSURANCE COMPANY OF NORTH AMERICA

Policyholder: AMR Corporation, Etal

Amendment Effective Date: January 1, 2001

Policy Number: OK 80 99 74

Applicable to Classes: I, II & III

AMENDATORY RIDER

In consideration of the premium, the following is added to the policy and/or certificate.

BEREAVEMENT AND TRAUMA COUNSELING BENEFIT RIDER

This rider amends the policy or certificate to which it is attached. It takes effect on the date shown above, and ends at the same time as the policy.

This rider applies only to accidents that occur on or after the Effective Date shown above. It is subject to all of the provisions, limitations and exclusions of the Policy, except as especially modified by this rider.

Bereavement And Trauma Counseling Benefit: If a Covered Person dies, or suffers accidental dismemberment or paralysis, for which benefits are payable under the policy, or if the Covered Person goes into a coma for which a benefit is payable under the policy, we will pay covered Bereavement and Trauma Counseling Expenses that result from the Covered Person's death, dismemberment, paralysis or coma. Expenses must be incurred within one year from the date of the covered accident causing such loss(es). Benefits will be paid up to a maximum of \$50 per sessions, for the Covered Person and all of the Covered Person's Immediate family Members combined, with respect to al such losses caused by the same accident.

Covered Bereavement and Trauma Counseling Expense(s) means an expense that: (1) is charged for a Medically Necessary Bereavement or Trauma Counseling Session for the Covered Person and/or one or more of his Immediate Family Members provided under the care, supervision or order of a Doctor; (2) does not exceed the usual level of charges for similar counseling sessions in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

Medically Necessary Bereavement or Trauma Counseling Session means any individual, joint or family mental health counseling session that: (1) is essential to assist the Covered Person and/or one or more Immediate Family Members in coping with the loss for which it is provided; (2) meets generally accepted standards of medical practice; and (3) is order by a Doctor.

Immediate Family Member means a person who is related to the Covered Person in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister) or child (includes legally adopted child or stepchild).

LIFE INSURANCE COMPANY OF NORTH AMERICA



Michael W. Bell,
President

Bereavement and Trauma Counseling Benefit Rider. Continued

Doctor means a licensed practitioner of the healing arts acting within the scope of his license who is not the Covered Person or an Immediate Family Member or retained by the Policyholder.

Exclusions: In addition to the Exclusions elsewhere in the policy, covered Bereavement and Trauma Counseling Expenses do not include any expenses for, or resulting from, any condition for which the Covered Person is entitled to benefits under any Worker's Compensation Act or similar law, or the Accident Medical Expense Benefit Rider.

All other terms and conditions of the Policy and Certificate shall remain unchanged.

LIFE INSURANCE COMPANY OF NORTH AMERICA

Michael W. Bell

Michael W. Bell,
President

LIFE INSURANCE COMPANY OF NORTH AMERICA

Policyholder: AMR Corporation, Etal.

Policy Number: OK 80 99 74

Effective Date: January 1, 2001


AMENDATORY RIDER

It is hereby understood and agreed that as of January 1, 2001 the policy shall be amended as follows:

- 3) The attached BEREAVEMENT AND TRAUMA COUNSELING BENEFIT (Form # TL-007007) and REHABILITATION BENEFIT (Form # TL-007010) riders shall be added to and become a part of the policy.

Nothing herein contained shall vary, alter or extend any provisions or conditions of the policy other than as above stated.

LIFE INSURANCE COMPANY OF NORTH AMERICA


Michael W. Bell,
President

LM-2L60

1/17/01-vg

LIFE INSURANCE COMPANY OF NORTH AMERICA

Policyholder: AMR Corporation, Etal.

Policy Number: OK 80 99 74

Effective Date: January 1, 1998

AMENDATORY RIDER

In consideration of the policy premium, it is hereby understood and agreed that the following is amended to the policy:

Schedule Page LM-23254 shall be amended as follows:

Employee:	\$10,000.00 increments from \$10,000.00 to \$500,000.00
Spouse:	\$10,000.00 increments from \$10,000.00 to \$500,000.00
Child:	\$10,000.00

Nothing herein contained shall vary, alter or extend any provisions or conditions of the policy other than as above stated.

LIFE INSURANCE COMPANY OF NORTH AMERICA

Michael W. Bell

Michael W. Bell,
President

LM-2L60

06/10/02-vg

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

AMR Corporation, Etal
(herein called the Policyholder)

Policy No.: OK 80 99 74

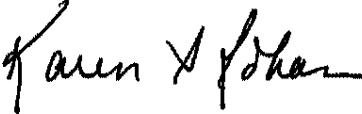
This Amendment will be in effect on the Effective Date(s) shown below only for insured Employees in Active Service on that date. If an Employee is not in Active Service on the date his insurance would otherwise become effective, it will be effective on the date he returns to Active Service.

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

Effective March 1, 2006, the attached form, TL-007152 (Modification of the Group Policy to Add Domestic Partner as an Eligible Dependent for Accident Insurance), is added to the Policy. It replaces any Domestic Partner provisions that may have been issued previously.

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

FOR THE COMPANY

By: 
Karen S. Rohan, President

Date: April 20, 2006

Amendment No. 6

TL-004780

Life Insurance Company of North America
a stock insurance company

Rider to Group Policy No. OK 80 99 74
Effective Date of Rider: March 1, 2006

Eligible Classes to which this Rider applies: All Classes

**MODIFICATION OF GROUP ACCIDENT POLICY
TO ADD DOMESTIC PARTNER AS AN ELIGIBLE DEPENDENT
FOR ACCIDENT INSURANCE**

The provisions of the Policy are modified as follows:

1. All references to the term "Spouse" are replaced with "Spouse or Domestic Partner", except for the following references:
 - a. The definition of "Spouse" remains unchanged.
 - b. Any reference to "lawful spouse", "legal spouse", "husband" or "wife" remains unchanged.

In addition, the definition of Dependent Children includes a Domestic Partner's child who resides with and is financially dependent upon the Employee.

2. The following Domestic Partner definition is added to the eligible dependents/family members listed in the Policy.

"Domestic Partner" means a person who:

- a. Shares the Employee's permanent residence;
- b. Has resided with the Employee continuously for at least 6 consecutive months and is expected to continue to reside with the Employee indefinitely;
- c. Is financially interdependent with the Employee in each of the following ways:
 - i. by holding one or more credit or bank accounts, including a checking account, as joint owners;
 - ii. by owning or leasing their permanent residence as joint tenants;
 - iii. by naming, or being named by, the Employee as a beneficiary of life insurance or under a will;
 - iv. by each agreeing in writing to assume financial responsibility for the welfare of the other;
- d. Has signed a domestic partner declaration with the Employee, if the Employee resides in a jurisdiction which provides for domestic partner declarations;
- e. Has not signed a domestic partner declaration with any other person within the last 6 months;
- f. Is no less than 18 years of age;
- g. Is legally prohibited from marrying the Employee;
- h. Is not currently legally married to any other person; and
- i. Is not a blood relative any closer than would prohibit legal marriage.

In addition to the above requirements, consent of either party to the Domestic Partner relationship must not have been obtained by force, duress, or fraud.

An Employee may be insured against covered loss to a Domestic Partner if all of the following conditions are met:

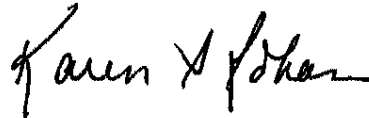
- a. The Employee has not been married to any person within the past 6 months.
 - b. The Domestic Partner is the only person meeting the Policy's definition of "Domestic Partner" with respect to the Employee.
3. To obtain insurance for a Domestic Partner, the Employee must request coverage in writing and agree to make any required premium contribution. Insurance for a Domestic Partner will be effective and will end in accordance with the effective date of insurance and termination provisions of the Policy that pertain to Spouses. We reserve the right to require evidence of good health.

The benefits and Principal Sum applicable to a Domestic Partner are the same benefits and Principal Sum applicable to a Spouse, as shown in the Policy on the Application.

Death benefits with respect to any Domestic Partner will be payable to the beneficiary chosen by the Domestic Partner, if any; otherwise to the Employee.

Except for the above, this Rider does not change the Policy to which it is attached.

LIFE INSURANCE COMPANY OF NORTH AMERICA

A handwritten signature in black ink, appearing to read "Karen S. Rohan". The signature is written in a cursive, flowing style.

By:

Karen S. Rohan, President

TL-007152

LIFE INSURANCE COMPANY OF NORTH AMERICA

AMENDATORY RIDER

In consideration of the payment of premiums it is hereby understood and agreed that the Policy is amended:

- 1. The following attached form is hereby amended to and made a part of the Policy:

Applicable to Classes: 1, 2

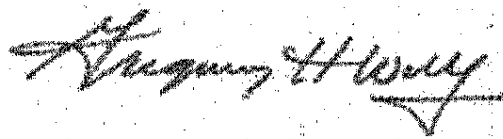
Form No. LM-9L70, Amendatory Rider, Special Education

Except for the above, this rider does not change the policy in any way.

Effective Date: February 24, 2005	at the hour specified in the policy.	Part of Policy No.: OK 809974
Issued to: AMR Corporation, Etal.		

**NO COUNTERSIGNATURE REQUIRED
BY STATE LAW**

Authorized Agent



Gregory H. Wolf, President

Not valid unless countersigned by a duly authorized agent of the
LIFE INSURANCE COMPANY OF NORTH AMERICA

LIFE INSURANCE COMPANY OF NORTH AMERICA

AMENDATORY RIDER

This rider amends the policy or certificate to which it is attached. It takes effect and expires at the same time as the policy or certificate.

In return for the premium the following benefit is added:

SPECIAL EDUCATION BENEFIT

We will pay a "special education benefit" if the Insured:

- a) is covered under the Family Plan; and
- b) dies as the result of a covered accident; and
- c) is survived by a dependent child who:
 - (1) on the date of accident, was enrolled as a full-time student in any school beyond the 12th grade level;
or
 - (2) was at the 12th grade level and later enrolls as a full-time student at a school of higher learning within 365 days after the accident.

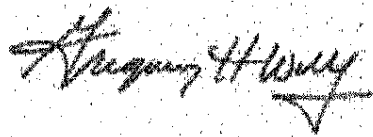
The "special education benefit" is payable for each child who qualifies:

- a) in an amount equal to 5% of the Insured's Principal Sum, but not more than \$10,000;
- b) once a year for not more than four straight years;
- c) only while the child continues as a full-time student at a school of higher learning;
- d) in addition to all other policy benefits.

If, at the time of accident, Family Plan coverage is in force but there is no dependent child who qualifies, we will pay an additional benefit of \$1,000 to the Insured's designated beneficiary.

No other policy provision or condition is changed in any way by this rider.

LIFE INSURANCE COMPANY OF NORTH AMERICA



Gregory H. Wolf, President

**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

AMR Corporation, Etal
(herein called the Policyholder)

Policy No.: OK 80 99 74

This Amendment will be in effect on the Effective Date(s) shown below only for insured Employees in Active Service on that date. If an Employee is not in Active Service on the date his insurance would otherwise become effective, it will be effective on the date he returns to Active Service.

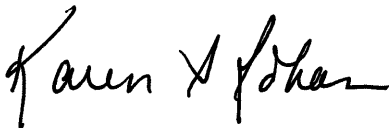
The Company and the Policyholder hereby agree that the Policy is amended as follows:

1. Effective January 1, 2007, the attached Policy Schedule form LM-2L70 is made a part of the Policy and replaces items 2, 3, 4 and 5 of Application to Life Insurance Company of America form LM-23254 and Policy Schedule form LM-2L70.
2. Effective January 1, 2007, the attached Description of Coverage form TL-008580 is made a part of the Policy and replaces Description of Coverage form LM-22846.
3. Effective January 1, 2007, the attached Seatbelt and Airbag Benefit form TL-007132 is made a part of the Policy and replaces Seatbelt Benefit form LM-3244.
4. Effective January 1, 2007, the attached Child Care Center Benefit form TL-003900 is made a part of the Policy and replaces the previous Child Care Center Benefit form TL-003900.
5. Effective January 1, 2007, the attached Bereavement and Trauma Counseling Benefit Rider form TL-007007 is made a part of the Policy and replaces the previous Bereavement and Trauma Counseling Benefit Rider form TL-007007.
6. Effective January 1, 2007, the attached Rehabilitation Benefit Rider form TL-007010 is made a part of the Policy and replaces Rehabilitation Benefit Rider form TL-007010 (TX).
7. Effective January 1, 2007, the attached Home Alteration and Vehicle Modification Benefit Rider form TL-007009 is made a part of the Policy.

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

FOR THE COMPANY

FOR THE POLICYHOLDER

By: 
Karen S. Rohan, President

By: _____
(Signature)

(Title)

Date: July 10, 2006

Amendment No. 7

TL-004780

POLICY SCHEDULE

Name of Organization: AMR Corporation, Etal

Policy No.: OK 80 99 74

Effective Date: January 1, 2007

State of Delivery: Texas

Coverage for Affiliates or Subsidiaries: [Yes] If yes, attach list on LM-2L95.

Eligibility: Persons eligible to be covered under the policy are those who fall within the classes described below; provided a written application has been made and the required premium paid. Dependents of those who fall within these classes also are eligible; provided the requirements for eligibility are met, dependent coverage is elected, and the correct premium is paid.

Description of Eligible Persons:

Class I All TWU and Non-Contract Employees

If the employee elects the Family Plan, eligible dependents are the employee's spouse and dependent children as described in the General Provisions Concerning Dependent Insurance, form LM-2L67.

Applicable Coverage and Principal Sum Amount per person:

Applicable Coverage

Principal Sum Amount

Class I:

Employee Only Plan

Accidental Death and Dismemberment, Speech and/or Hearing, Paralysis, Seatbelt and Airbag Benefit, War Risk Coverage, Conversion Privilege, Coma Benefit, Loss of Use Benefit, Escalator Benefit, Exposure and Disappearance, Bereavement and Trauma Counseling Benefit, Rehabilitation Benefit, Home Alteration and Vehicle Modification Benefit

Units of \$10,000 to a maximum of \$500,000

Family Plan

Accidental Death and Dismemberment, Speech and/or Hearing, Paralysis, Seatbelt and Airbag Benefit, War Risk Coverage, Conversion Privilege, Coma Benefit, Loss of Use Benefit, Escalator Benefit, Exposure and Disappearance, Bereavement and Trauma Counseling Benefit, Rehabilitation Benefit, Spouse Critical Period, Increased Dependent Child Benefit, Common Disaster Benefit, COBRA Benefit, Child Care Center Benefit, Special Education Benefit, Spouse Training Benefit, Home Alteration and Vehicle Modification Benefit

Employee: Units of \$10,000 to a maximum of \$500,000

Spouse: Units of \$10,000 to a maximum of \$500,000

Children: \$10,000

Premiums:

Premiums are paid by: Employee

LM-2L70

DESCRIPTION OF COVERAGE

Benefits for Accidental Loss of Life, Limb, Sight, Speech, Hearing and Paralysis:

If, within one year from the date of accident covered by the policy, bodily injuries result in any of the following losses, we will pay the benefits provided for such loss; provided, however, that if the Insured sustains more than one such loss as the result of any one accident, we will pay only the one largest amount to which the Insured is entitled. This amount will not exceed the Principal Sum.

Loss of Life	The Principal Sum
Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and Entire Sight of One Eye	The Principal Sum
Loss of One Foot and Entire Sight of One Eye	The Principal Sum
Loss of Speech and Hearing (both ears)	The Principal Sum
Quadriplegia (total paralysis of both upper and lower limbs)	The Principal Sum
Loss of One Arm	Three-Quarters the Principal Sum
Loss of One Leg	Three-Quarters the Principal Sum
Paraplegia (total paralysis of both lower limbs)	The Principal Sum
Loss of One Hand	One-Half the Principal Sum
Loss of One Foot	One-Half the Principal Sum
Loss of Entire Sight of One Eye	One-Half the Principal Sum
Loss of Speech	One-Half the Principal Sum
Loss of Hearing (both ears)	The Principal Sum
Hemiplegia (total paralysis of upper and lower limbs on one side of the body)	The Principal Sum
Uniplegia (total paralysis of one limb)	One-Half the Principal Sum
Loss of Thumb and Index Finger (of same hand)	One-Quarter the Principal Sum

The Principal Sum is stated elsewhere in the Policy.

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 an eye means total and irrecoverable loss of sight.

Loss of speech means complete inability to communicate audibly in any degree.

Loss of hearing means irrecoverable loss of hearing which cannot be corrected by any hearing aid or device.

Loss of thumb and index finger means Severance of each through or above the joint closest to the wrist. (In California, loss of a thumb and index finger means loss by complete Severance of at least one whole phalanx of each.) (In South Carolina, the loss of four whole fingers from one hand equals the loss of one hand.)

Paralysis means loss of use, without Severance, of a limb. This loss must be determined by a physician to be complete and not reversible.

Severance means complete separation and dismemberment of the limb from the body.

LIFE INSURANCE COMPANY OF NORTH AMERICA

Policyholder: AMR Corporation, Etal

Amendment Effective Date: January 1, 2007

Policy Number: OK 80 99 74

Applicable to Class(es): I

AMENDATORY RIDER

This rider amends the Policy or Certificate to which it is attached. It takes effect on the date shown above, and ends on the date the Policy ends.

In consideration of the premium, the following benefit is added:

SEATBELT AND AIRBAG BENEFIT RIDER

This rider applies only to accidents that occur on or after the Amendment Effective Date shown above. It is subject to all of the provisions, limitations and exclusions of the Policy, except as they are specifically modified by this rider.

Seatbelt Benefit. We will pay a benefit under this rider when the Covered Person dies as the result of a covered accident, and the death benefit is payable under this Policy. The accident causing death must occur while the Covered Person is operating, or riding as a passenger in, an Automobile and wearing a properly fastened, original, factory-installed seatbelt. The amount payable under this rider is 20% of the Covered Person's Principal Sum to a maximum of \$25,000.

Air Bag Benefit. We will pay an additional 10% of the Covered Person's Principal Sum to a maximum of \$10,000 under this rider if a Seatbelt Benefit is payable under this rider, and if the Covered Person is positioned in a seat protected by a properly functioning, original, factory-installed Supplemental Restraint System that inflates on impact.

Verification of the actual use of the seatbelt at the time of the accident and that the Supplemental Restraint System inflated properly upon impact must be a part of an official report of the accident or be certified, in writing, by the investigating officer(s).

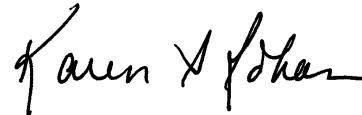
In the case of a child, seatbelt/airbag means a child restraint, as required by the state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like age and weight at the time of the accident.

Automobile means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, or jeep-type 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.

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

All other terms and conditions of the Policy and Certificate shall remain unchanged.

LIFE INSURANCE COMPANY OF NORTH AMERICA



Karen S. Rohan, President

LIFE INSURANCE COMPANY OF NORTH AMERICA

AMENDATORY RIDER

This rider amends the policy or certificate to which it is attached. It is in force only while the policy is in force..

In return for the premium, the following benefit is added:

CHILD CARE CENTER BENEFIT

We will pay this benefit if the Insured Employee or Insured Spouse:

- a) has elected coverage for his dependent children; and
- b) dies as the result of a covered accident; and
- c) is survived by a dependent child who:
 - 1) on the date of the covered accident was enrolled in a legally licensed Child Care Center; or
 - 2) is enrolled in a legally licensed Child Care Center within 365 continuous days from the date of the accidental death; and
 - 3) is under 13 years of age.

The Child Care Center Benefit is payable for each child who qualifies:

- a) in an amount up to 5% of the Insured Employee's Principal Sum, but not more than \$7,500 per year; and
- b) only while the dependent child continues to be enrolled in a legally licensed Child Care Center.

We will pay this benefit once a year for not more than 5 years, or until the dependent child's 13th birthday, whichever happens first.

This benefit will be payable to the surviving spouse, if the spouse has custody of the child. If there is no surviving spouse, or the child does not live with the spouse, then the benefit will be paid to the child's legally appointed guardian.

"Child Care Center" means a facility which:

- a) is licensed, run according to law, including laws and regulations applicable to child care facilities; and
- b) provides care and supervision for children in a group setting, on a regular, daily basis.

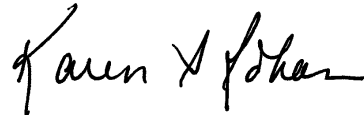
A Child Care Center does not include: a) a hospital; or b) the child's home; or c) care provided during normal school hours while a child is attending grades one through twelve.

At the end of each twelve-month period following the Insured's death, we will reimburse the claimant. Bills must be submitted to us at the end of the twelve-month period. A twelve-month period starts:

- a) when the dependent child enters a Child Care Center for the first time after the Insured's death; or
- b) on the first of the month following the Insured's death, if the dependent child was enrolled in a Child Care Center before the Insured's death.

Except for the above, this rider does not change the policy in any way.

LIFE INSURANCE COMPANY OF NORTH AMERICA



Karen S. Rohan, President

LIFE INSURANCE COMPANY OF NORTH AMERICA

Policyholder: AMR Corporation, Etal

Policy Number: OK 80 99 74

Effective Date: January 1, 2007

Applicable to Class(es): I

AMENDATORY RIDER

This rider amends the policy or certificate to which it is attached. It takes effect on the date shown above and expires at the same time as such policy or certificate.

In consideration of the premium, the following is added:

BEREAVEMENT AND TRAUMA COUNSELING BENEFIT RIDER

This Rider applies only with respect to accidents that occur on or after the Effective Date of this Rider. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Bereavement and Trauma Counseling Benefit. If a Covered Person dies, or suffers accidental dismemberment or paralysis for which benefits are payable under the Policy, or if the Covered Person goes into a coma for which a benefit is payable under the Policy, we will pay covered Bereavement and Trauma Counseling Expenses that result from the Covered Person's death, dismemberment, paralysis or coma. Expenses must be incurred within one year from the date of the covered accident causing such loss(es). Benefits will be paid up to a maximum of \$100 per session for the Covered Person and all of the Covered Person's Immediate Family Members combined, with respect to all such losses caused by the same accident.

Covered Bereavement and Trauma Counseling Expense(s) means an expense that: (1) is charged for a Medically Necessary Bereavement or Trauma Counseling Session for the Covered Person and/or one or more of his or her Immediate Family Member(s) provided under the care, supervision or order of a Doctor; (2) does not exceed the usual level of charges for similar counseling sessions in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

Medically Necessary Bereavement or Trauma Counseling Session means any individual, joint or family mental health counseling session that: (1) is essential to assist the Covered Person and/or one or more Immediate Family Members in coping with the loss for which it is provided; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Doctor.

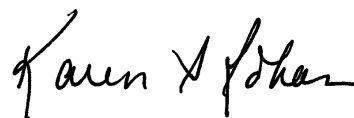
Immediate Family Member - as used in this rider, means a person who is related to the Covered Person in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

Doctor means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) the Covered Person; 2) an Immediate Family Member; or 3) retained by the Policyholder.

Exclusions. In addition to the Exclusions in the General Exclusions section of the Policy, Covered Bereavement and Trauma Counseling Expenses do not include any expenses for or resulting from any condition for which the Covered Person is entitled to benefits under any Workers' Compensation Act or similar law or 2) the Accident Medical Expense Benefit Rider.

All other terms and conditions of the Policy and Certificate shall remain unchanged.

LIFE INSURANCE COMPANY OF NORTH AMERICA



Karen S. Rohan, President

LIFE INSURANCE COMPANY OF NORTH AMERICA

Policyholder: AMR Corporation, Etal

Policy Number: OK 80 99 74

Effective Date: January 1, 2007

Applicable to Class(es): I

AMENDATORY RIDER

This rider amends the policy or certificate to which it is attached. It takes effect on the date shown above, and ends on the date the policy ends.

In consideration of the premium, the following is added:

REHABILITATION BENEFIT RIDER

This Rider applies only to accidents that occur on or after the Effective Date shown above. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this rider.

Rehabilitation Benefit. If a Covered Person suffers an accidental loss for which benefits are payable under the Policy, we will reimburse the Covered Person for Covered Rehabilitative Expenses that are due to the Injury causing the loss. The Covered Rehabilitative Expenses must be incurred within two years after the date of the accident causing the loss and will be payable up to a maximum of \$50,000 for all injuries caused by the same accident.

Hospital means a facility that: (1) is operated according to law for the care and treatment of injured people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces.

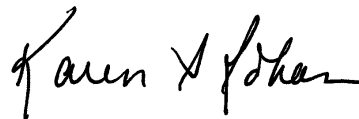
Medically Necessary Rehabilitative Training Service - as used in this Rider, means any medical service, medical supply, medical treatment or Hospital confinement (or part of a Hospital confinement) that: (1) is essential for physical rehabilitative training due to the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Doctor.

Covered Rehabilitative Expense(s) means an expense that: (1) is charged for a Medically Necessary Rehabilitative Training Service of the Covered Person performed under the care, supervision or order of a Physician; (2) does not exceed the usual level of charges for similar treatment, supplies or services in the locality where the expense is incurred (for a Hospital room and board charge, does not exceed the most common charge for Hospital semi-private room and board in the Hospital where the expense is incurred); and (3) does not include charges that would not have been made if no insurance existed.

Exclusions. In addition to the Exclusions in the General Exclusions section of the Policy, Covered Rehabilitative Expenses do not include any expenses for or resulting from any condition for which the Covered Person is entitled to benefits under (1) any Workers' Compensation Act or similar law; or (2) the Accident Medical Expense Benefit Rider.

All other terms and conditions of the Policy and Certificate shall remain unchanged.

LIFE INSURANCE COMPANY OF NORTH AMERICA



Karen S. Rohan, President

LIFE INSURANCE COMPANY OF NORTH AMERICA

Policyholder: AMR Corporation, Etal

Effective Date: January 1, 2007

Policy Number: OK 80 99 74

Applicable to Class(es): I

AMENDATORY RIDER

In consideration of the premiums, the following is added to the policy and/or certificate:

HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT RIDER

This Rider applies only to accidents that occur on or after the Effective Date shown above. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this rider.

Home Alteration and Vehicle Modification Benefit. If a Covered Person:

- (1) suffers an accidental dismemberment for which benefits are payable under the policy; and
 - (2) did not, prior to the date of the accident causing such loss, require the use of a wheelchair to be ambulatory; and
 - (3) as a direct result of such loss is now required to use a wheelchair to be ambulatory
- we will pay the Covered Home Alteration and Vehicle Modification Expenses that are incurred within one year after the date of the accident causing such loss, up to the lesser of 10% of the Principal Sum or \$10,000, for such losses caused by the same accident.

Covered Home Alteration and Vehicle Modification Expenses means one-time expenses that:

- (1) are charged for alterations to the Covered Person's residence that are necessary to make the residence accessible and habitable for a wheelchair-confined person; or modification to a motor vehicle owned or leased by the Covered Person or modifications to a motor vehicle newly purchased for the Covered Person that are necessary to make the vehicle accessible to and/or driveable by the Covered Person; and
- (2) do not include charges that would not have been made if no insurance existed; and
- (3) do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred

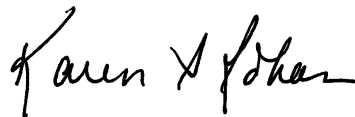
but only if the alterations to the Covered Person's residence and the modifications to his or her motor vehicle are:

- (1) made on behalf of the Covered Person;
- (2) recommended by a nationally-recognized organization providing support and assistance to wheelchair users;
- (3) carried out by individuals experienced in such alterations and modifications; and
- (4) in compliance with any applicable laws or requirements for approval by the appropriate government authorities.

Exclusions: In addition to the exclusions elsewhere in the policy, Covered Home Alteration and Vehicle Modification Expenses do not include any expenses for, or resulting from any condition for which the Covered Person is entitled to benefits under any Worker's Compensation Act or similar law.

All other terms and conditions of the Policy and Certificate shall remain unchanged.

LIFE INSURANCE COMPANY OF NORTH AMERICA



Karen S. Rohan, President

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

AMENDMENT

Policyholder: AMR Corporation, Etal

Policy No.: OK-809974

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
1601 Chestnut Street
Philadelphia, Pennsylvania 19192-2235

AMENDMENT

Policyholder: AMR Corporation, Etal

Policy No.: OK-809974

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:

1. Effective January 1, 2015, the Class 1 description has been revised in the Policy as follows:

Class 1: All TWU, Non-Contract Employees and US Airways Management and Support Staff.

2. Effective January 1, 2015, the definition of Dependent Child has been revised in the Policy as follows:

Dependent Child(ren)

An Employee's unmarried child who meets the following requirements:

1. A child from live birth to 19 years old;
2. A child who is 19 or more years old but less than 26 years old, and primarily supported by the Employee;
3. A child who is 19 or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to Us within 31 days after the date the child ceases to qualify as a Dependent Child for the reasons listed above. We may require proof no more than once a year.

A child, for purposes of this provision, includes an Employee's:

1. Natural child;
2. Adopted child, beginning with any waiting period pending finalization of the child's adoption;
3. Stepchild who resides with the Employee;
4. Child for whom the Employee is legal guardian, as long as the child resides with the Employee and depends on the Employee for financial support. Financial support means that the Employee is eligible to claim the dependent for purposes of Federal and State income tax returns.

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

Life Insurance Company of North America



Matthew G. Manders, President

Date: January 22, 2015

Amendment No. 9

GA-00-4000.00

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

AMENDMENT

Policyholder: AMR Corporation, Etal

Policy No.: OK - 809974

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:

1. Effective October 21, 2016, the Policyholder's name is changed to:

American Airlines, Inc.

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

Life Insurance Company of North America



Matthew G. Manders, President

Date: October 31, 2016

Amendment No. 11

GA-00-4000.00