

**YOUR EMPLOYEE
BENEFIT PLAN**

**AMERICAN AIRLINES, INC.
Pilots and Flight Engineers**

Effective Date: January 1, 2010

Exhibit Number 20A

American Airlines, Inc.
4333 Amon Carter Blvd.
Ft. Worth, Texas 76155

TO OUR EMPLOYEES:

All of us appreciate the protection and security insurance provides.

This certificate describes the benefits that are available to you. We urge you to read it carefully.

Benefits are provided through a group policy issued to American Airlines, Inc. by Metropolitan Life Insurance Company.

American Airlines, Inc.



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

Certifies that, under and subject to the terms and conditions of the Group Policy issued to the Employer, coverage is provided for each Employee as defined herein.

The date when an Employee is eligible for coverage is set forth in the form with the title Eligibility for Benefits.

The date when an Employee's Personal Benefits become effective is set forth in the form with the title Effective Dates of Personal Benefits.

The date when an Employee's Dependent Benefits become effective is set forth in the form with the title Effective Dates of Dependent Benefits.

The amounts of coverage are determined by the form with the title Schedule of Benefits.

Steven A. Kandarian
Chairman of the Board, President and Chief Executive Officer

Employer: **American Airlines, Inc.**

Group Policy No.: **29900-G**

Florida Residents: The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.

For Maryland residents: The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

Accelerated Benefits may be taxable. If so, you or your Beneficiary may incur a tax obligation. As with all tax matters, you should consult your personal tax advisor to assess the impact of this Benefit.

Texas Residents: Please Read the Notice Pages for Texas Residents Carefully

If any prior certificate relating to the coverage set forth herein has been given to the Employee, such certificate is void.

Form G.23000-Cert.-1

For Texas Residents:

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call MetLife's toll-free telephone number for information or to make a complaint at

1-800-638-5433

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

Web: <http://www.tdi.state.tx.us>

Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact MetLife first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR CERTIFICATE: This notice is for information only and does not become a part or condition of the attached document.

Para Residentes de Texas:

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al numero de teléfono gratis de MetLife para información o para someter una queja al

1-800-638-5433

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

Web: <http://www.tdi.state.tx.us>

Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con MetLife primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU CERTIFICADO: Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

NOTICE FOR RESIDENTS OF TEXAS

The Definition Of Dependent Is Modified For The Coverages Listed Below:

For Texas Residents (Life Benefits):

The term also includes Your grandchildren. The age limit for children and grandchildren will not be less than 25, regardless of the child's or grandchild's student status or full-time employment status. In addition, grandchildren must be able to be claimed by you as a dependent for Federal Income Tax purposes at the time you applied for Insurance.

For Texas Residents:

IMPORTANT NOTICES

DEATH BENEFITS WILL BE REDUCED IF AN ACCELERATION-OF-LIFE-INSURANCE BENEFIT IS PAID.

DISCLOSURE: The acceleration-of-life-insurance benefits offered under this certificate are intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the acceleration-of-life-insurance benefits qualify for such favorable tax treatment, the benefits will be excludable from your income and not subject to federal taxation. Tax laws relating to acceleration-of-life insurance benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which you could receive acceleration-of-life-insurance benefits excludable from income under the federal law.

DISCLOSURE: Receipt of acceleration-of-life-insurance benefits may affect your, your spouse's or your family's eligibility for public assistance programs such as Medical Assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect your, your spouse and your family's eligibility for public assistance.

Due to the laws of the state of Texas, the requirements that a Texas resident must meet to show a terminal illness in order to qualify for Accelerated Benefits are:

1. your life span is drastically limited;
2. you are expected to die within 24 months; and
3. you are not expected to recover.

These must be certified by a Doctor and accepted by us.

Arkansas residents please be advised of the following:

IMPORTANT NOTICE

IF YOU HAVE A QUESTION CONCERNING YOUR COVERAGE OR A CLAIM, FIRST CONTACT YOUR GROUP EMPLOYER OR GROUP ACCOUNT ADMINISTRATOR. IF, AFTER DOING SO, YOU STILL HAVE A CONCERN, YOU MAY CALL METLIFE'S TOLL-FREE TELEPHONE NUMBER:

1-800-638-5433

IF YOU ARE STILL CONCERNED AFTER CONTACTING BOTH YOUR GROUP EMPLOYER AND METLIFE, YOU SHOULD FEEL FREE TO CONTACT:

**ARKANSAS INSURANCE DEPARTMENT
CONSUMER SERVICES DIVISION
1200 WEST THIRD STREET
LITTLE ROCK, ARKANSAS 72201-1904
(501) 371-2640 or (800) 852-5494**

California residents please be advised of the following:

IMPORTANT NOTICE

**TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT,
CONTACT METLIFE AT:**

**METROPOLITAN LIFE INSURANCE COMPANY
200 PARK AVENUE
NEW YORK, NY 10166
ATTN: CORPORATE CONSUMER RELATIONS DEPARTMENT
1-800-638-5433**

**IF, AFTER CONTACTING METLIFE REGARDING A COMPLAINT, YOU FEEL
THAT A SATISFACTORY RESOLUTION HAS NOT BEEN REACHED, YOU MAY
FILE A COMPLAINT WITH THE CALIFORNIA INSURANCE DEPARTMENT AT:**

**CALIFORNIA DEPARTMENT OF INSURANCE
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013
1-800-927-4357 (within California)
1-213-897-8921 (outside California)**

Georgia residents please be advised of the following:

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

Idaho residents please be advised of the following:

IMPORTANT NOTICE

IF YOU HAVE A QUESTION CONCERNING YOUR COVERAGE OR A CLAIM, FIRST CONTACT YOUR GROUP EMPLOYER. IF, AFTER DOING SO, YOU STILL HAVE A CONCERN, YOU MAY CALL METLIFE'S TOLL-FREE TELEPHONE NUMBER:

1-800-638-5433

IF YOU ARE STILL CONCERNED AFTER CONTACTING BOTH YOUR GROUP EMPLOYER AND METLIFE, YOU SHOULD FEEL FREE TO CONTACT:

**IDAHO DEPARTMENT OF INSURANCE
CONSUMER AFFAIRS
700 WEST STATE STREET, 3RD FLOOR
PO BOX 83720
BOISE, IDAHO 83720-0043
1-800-721-3272 or www.DOI.Idaho.gov**

NOTICE FOR RESIDENTS OF INDIANA

Questions regarding your policy or coverage should be directed to:

**Metropolitan Life Insurance Company
1-800-638-5433**

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at *www.in.gov/doi*

NOTICE FOR RESIDENTS OF MINNESOTA

RIGHT TO CONTINUE LIFE BENEFITS (On Your Own Account) AND LIFE BENEFITS (On Account of Dependents)

A. When the RIGHT TO CONTINUE LIFE BENEFITS (On Your Own Account) AND LIFE BENEFITS (On Account of Dependents) is available.

The right to continue these Benefits will be available to you when these Benefits would otherwise end because Active Work ends due to:

1. the voluntary or involuntary termination of your employment; or
2. your being Laid Off; or
3. your ceasing to be in an eligible class;

except that this right will not be available:

- a. if these Benefits end because This Plan ends; or
- b. if your Dependents were not covered for LIFE BENEFITS (On Account of Dependents) for at least 60 days.

"Laid Off" means that there is a reduction in hours to the point where you are no longer eligible for these Benefits under This Plan.

B. What Must Be Done to Continue LIFE BENEFITS (On Your Own Account) and LIFE BENEFITS (On Account of Dependents).

In order to continue these Benefits, you must:

1. make a request to the Employer to continue these Benefits; and
2. make any payment which is required for the cost of the continued Benefits.

For the first 18 months of continuation the amount of the premium you will be required to pay will not exceed the amount of premium required to be paid for active employees for such insurance (the amount that will be required includes any premium amounts previously paid by the employer as well as the employee). All premium payments must be made directly to us. You will be provided with payment instructions.

The request and the first payment must be made within 60 days after the later of:

- a. the date on which you received notice of the right to continue these Benefits; and
- b. the date on which these Benefits would otherwise have ended.

The notice will be sent to you by the Employer by first class certified mail to your last known address.

If the conditions set forth in this Section B are complied with, these Benefits will continue to be in effect until the earliest of the dates set forth in Section C.

If you continue insurance under this section, any reductions in insurance or increases in premiums that would have applied if you were Actively at Work will apply to the continued insurance.

At the end of 18 months you may choose to continue the insurance under this section. If you choose to continue the insurance, we reserve the right to change premiums at that time, and may change premiums from time to time thereafter. All premium payments must be made directly to us. We will provide a schedule of the new premiums and payment instructions.

C. When LIFE BENEFITS (On Your Own Account) AND LIFE BENEFITS (On Account of Dependents) Ends.

If continued, these Benefits will end on the earliest of:

1. the date This Plan ends; or
2. the date you become covered as an employee for similar types of benefits under any other group plan or program; or
3. if you do not make a payment which is required by the for the cost of these Benefits, the last day of the period for which a required payment was made; or
4. in the case of a Dependent, the date that person ceases to be a Dependent, as defined.

D. When the Right to Obtain a Personal Policy Is Available

When a continuation under this section ends (except if it is ending because you have become covered as an employee under this plan), the right to obtain a personal policy from us will be available if the LIFE BENEFITS (On Your Own Account) or the LIFE BENEFITS (On Account of Dependents) end as set forth in items (1), (2), (3), or (4) of Section C, above.

The conditions under which a personal policy may be obtained are set forth in RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE and RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE LIFE OF A DEPENDENT. The personal policy will be on a form issued by us which provides the same or substantially similar benefits as those provided by these Benefits. Any limitation dealing with the right to apply during the Application Period or the amount of the policy will not apply in the event item (1) of Section C above occurs.

IMPORTANT NOTICE

NOTICE FOR RESIDENTS OF MONTANA

If a claim on your life or your Dependent's life becomes payable under this certificate, settlement of the claim shall be made within 60 days of the date that we receive proof of death that is satisfactory to us. The settlement shall include interest from the 30th day after we receive such proof until settlement. Such interest shall be paid at the rate required by law in Montana.

Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
 - o \$500,000 in death benefits
 - o \$200,000 in cash surrender or withdrawal values
- Health Insurance
 - o \$500,000 in hospital, medical and surgical insurance benefits
 - o \$500,000 in long-term care insurance benefits
 - o \$500,000 in disability income insurance benefits
 - o \$500,000 in other types of health insurance benefits
- Annuities
 - o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 3 IA, Chapter 28.

Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.utlifega.org or contact:

Utah Life and Health Insurance Guaranty Assoc.
60 East South Temple, Suite 500
Salt Lake City UT 84111
(801) 320-9955

Utah Insurance Department
3110 State Office Building
Salt Lake City UT 84114-6901
(801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

Virginia residents please be advised of the following:

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:

Metropolitan Life Insurance Company
200 Park Avenue
New York, New York 10166
Attn: Corporate Consumer Relations Department

To phone in a claim related question, you may call Claims Customer Service at:

1-800-638-5433

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

The Office of the Managed Care Ombudsman
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218

1-877-310-6560 - toll-free
1-804-371-9691 - locally
www.scc.virginia.gov - web address
ombudsman@scc.virginia.gov - email

Wisconsin residents please be advised of the following:

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Metropolitan Life Insurance Company
Corporate Consumer Relations Department
200 Park Avenue
New York, NY 10166
1-800-638-5433

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 266-0103 in Madison.

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Effective January 1, 2001



Metropolitan Life Insurance Company
One Madison Avenue, New York, New York 10010-3690

Endorsement

Certifies that, subject to the terms and conditions of Group Policy No 29900-G insuring Employees of
American Airlines, Inc.

the certificate that relates to Group Optional Life Benefits issued to each Employee, who, at the time such Employee makes a request to continue Optional Life Benefits, resides in a state which has approved such continuation (the Employee should contact the Employer to determine eligibility), is amended effective on the date shown below by adding to Item A of the page entitled "WHEN BENEFITS END" the following:

"However, for the purpose of Optional Life Benefits (On Your Own Account), the Employer has made arrangements with us to allow you to continue certain Optional Life Benefits even though:

1. your employment with the Employer has ended due to:
 - a. voluntary termination of employment;
 - b. retirement; or
 - c. dismissal; or
2. your employment classification has been changed such that you are no longer eligible for Optional Life Benefits (On Your Own Account) under This Plan;

subject to the following conditions:

- a. The Employer has not terminated or given us notice of termination of This Plan.
- b. You must make a written request to us to continue such Optional Life Benefits. The request and the first payment for the cost of your continued Optional Life Benefits must be received by us during the Enrollment Period. The Enrollment Period is the 31 day period after the date your Optional Life Benefits end because of 1 or 2 above.

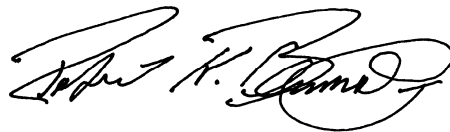
A notice and request form will be furnished by the Employer.

If you are not given notice, in writing, of such right to continue such Optional Life Benefits within 15 days before or after the first day of the Enrollment Period, you will have additional time in which to make the request. If such notice is given more than 15 days but less than 90 days after first day of the Enrollment Period, you will then have 45 days from the date you are given the notice in which to apply. If such notice is not given within 90 days after the first day of the Enrollment Period, the time in which you may exercise this right will expire at the end of such 90 days.

You may be entitled to apply for a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE. If you make a written request and are issued a personal policy, you may not make a request to continue your Optional Life Benefits.

- c. Such Optional Life Benefits will be continued under a portability pool established under Group Policy No. 93211-G issued by us to The Chase Manhattan Bank, N.A., Trustee. Your coverage under the pool will automatically include an Accelerated Benefits Option. It will not include a provision for CONTINUED DEATH BENEFITS DURING TOTAL DISABILITY. Your coverage in the pool will become effective on the day following the end of the Enrollment Period. If you die during the Enrollment Period, we will pay a death benefit to your beneficiary. The amount of the death benefit will be the amount of Optional Life Benefits which you could have continued. This death benefit will be payable even if you did not make a request to continue such Optional Life Benefits. We will, however, pay only one death benefit either under this provision or under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.
- d. The amount you may continue is the amount indicated on your written request. This amount cannot be more than the lesser of (i) the amount of Optional Life Benefits in effect on your account on the date your Optional Life Benefits would otherwise end because your employment ends or your class is changed or (ii) \$1,000,000.
- e. You must pay the full cost for the continued Optional Life Benefits directly to us. Payments, other than the first, are due on the first day of each calendar month. We will send you a payment notice. A grace period of 31 days will be allowed for each payment. If you do not make the full payment within the grace period, your continued Optional Life Benefits will end; they will end on the last day of the grace period. Your continued Optional Life Benefits may not be reinstated.
- f. The payment you make for the continued Optional Life Benefits will change each year as a result of your advancing age. Such change in your payments will take effect on January 1st of each year. In addition, a review of the financial experience of the portability pool will be made by us annually. The payments you make may change after our review of the experience of the pool. We will provide you with notice of any change in your payment no later than 31 days immediately preceding the effective date of the change.
- g. In the event you became entitled to a Death Benefit under CONTINUED DEATH BENEFITS DURING TOTAL DISABILITY, your continued Optional Life Benefits will end on the date you became covered for Death Benefits. In the event of a claim, we will pay only the Death Benefits. We will return any contributions made by you for your continued Optional Life Benefits for the period from when you became covered for Death Benefits to the date of the claim."

The above change will become effective on the effective date of your certificate.



Robert H. Benmosche
Chairman, President and Chief Executive Officer

SCHEDULE OF BENEFITS
(Also see SCHEDULE SUPPLEMENT)

The following Benefits are provided subject to the provisions below.

The amount of Life Benefits that We will pay will be decreased by the amount of any contributions due and unpaid to Us for that insurance.

BENEFITS (EMPLOYEE ONLY) **AMOUNT**

How We Will Pay Benefits

Unless the Beneficiary requests payment by check, when the certificate states that we will pay benefits in "one sum" or a "single sum", we may pay the full benefit amount:

1. by check;
2. by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
3. by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request.

BASIC LIFE BENEFIT

Pilots and Flight Engineers:

Monthly Compensation:

less than \$2,500	\$49,000
\$2,500 or more	\$70,000

Pilot Additional Life Benefit

If you are a member of the Pilot Retirement Benefit Program and at, on the date of your death, you are:

1. under age 50; or
2. age 50 or older and unmarried; or
3. age 50 or older and married for less than 12 months prior to your death;

you are eligible for the following additional benefit:

Pilot Additional Life Benefit	1.5 times your Basic Life Benefit amount
Maximum Pilot Additional Life Benefit.....	\$105,000

SUPPLEMENTAL LIFE BENEFIT

Pilots and Flight Engineers:

Option 1	No Coverage
Option 2	An amount equal to 0.5 times your Basic Life Benefit up to a maximum benefit of \$35,000
Option 3	An amount equal to 1 times your Basic Life Benefit up to a maximum benefit of \$70,000
Option 4	An amount equal to 1.5 times your Basic Life Benefit up to a maximum benefit of \$105,000
Option 5	\$200,000
Option 6	\$400,000
Option 7	\$600,000
Option 8	\$800,000
Option 9	\$1,000,000

See pages hereof entitled ACCELERATED BENEFITS (On Your Own Account).

You may request payment of an Accelerated Benefit from your Basic or Supplemental Life Benefits or from both. If you elect payment from both your Basic and Supplemental Life Benefits, the Accelerated Benefits payment will be determined in accordance with the pages hereof entitled ACCELERATED BENEFITS (On Your Own Account), but not more than \$250,000 will be payable for Basic Life and not more than \$250,000 for Supplemental Life.

ESTATE RESOLUTION SERVICES

The following Estate Resolution Services are provided at no additional cost to individuals insured for Supplemental Life Benefits as described below. If You are eligible to receive these Estate Resolution Services and you or your spouse (for the Will Preparation Service) or you or a Beneficiary (for the Probate Service) would like to speak with a representative from Hyatt Legal Plans or get the name of a Plan Attorney that you can speak with about these Services, please call (800) 821-6400.

THE FOLLOWING APPLIES TO RESIDENTS OF ALL STATES OTHER THAN TEXAS

Will Preparation Service

If you elect Supplemental Life Benefits, a will preparation service (the "Service") will be made available to you, through a MetLife affiliate (the "Affiliate"), while your Supplemental Life Benefits is in effect. This Service will be made available at no cost to you. It enables you to have a will prepared for you and your spouse free of charge by attorneys designated by the Affiliate. If you have a will prepared by an attorney not designated by the Affiliate, you must pay for the attorney's services directly. Upon proof of such payment, you will be reimbursed for the attorney's services in an amount equal to the lesser of the amount you paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

Probate Service

If you become insured for Supplemental Life Benefits and die while such Supplemental Life Benefits is in effect, a probate benefit (the "Benefit") will be made available to your estate, through a MetLife affiliate ("Affiliate").

The Benefit provides for certain probate services to be made available upon your death, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, your estate must pay for those attorney's services directly. Upon proof of such payment, your estate will be reimbursed for the attorney's services in an amount equal to the lesser of the amount your estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to you and will end on the date your Supplemental Life Benefits ends.

THE FOLLOWING APPLIES TO RESIDENTS OF TEXAS ONLY

Will Preparation Service

If you elect Supplemental Life Benefits, a will preparation service (the "Service") will be made available to you through a MetLife affiliate (the "Affiliate"), as agreed to by the Employer and MetLife, while your Supplemental Life Benefits is in effect under this Policy.

Will Preparation Service means a service covering the preparation of wills and codicils for you and your spouse. The creation of any testamentary trust is covered. The Will Preparation Service does not include tax planning.

This Service will be made available at no cost to you. It enables you to have a will prepared for you and your spouse free of charge by attorneys designated by the Affiliate. If you have a will prepared by an attorney not designated by the Affiliate, you must pay for the attorney's services directly. Upon proof of such payment, you will be reimbursed for the attorney's services in an amount equal to the lesser of the amount you paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

Probate Service

If you become insured for Supplemental Life Benefits and die while such Supplemental Life Benefits is in effect, a probate benefit (the "Benefit") will be made available to your estate, through a MetLife affiliate ("Affiliate").

The Benefit includes attorney representation and payment of legal fees for the executor or administrator of insured employee's estate including representation for the preparation of all documents and all of the court proceedings needed to transfer probate assets from the estate to insured employee's heirs; and the completion of correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings.

The Benefit provides for such services to be made available upon your death, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, your estate must pay for those attorney's services directly. Upon proof of such payment, your estate will be reimbursed for the attorney's services in an amount equal to the lesser of the amount your estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to you and will end on the date your Supplemental Life Benefits ends.

BENEFITS (DEPENDENTS ONLY)

AMOUNT

DEPENDENT LIFE (Pilots and Flight Engineers)

Spouse:

Option 1	\$25,000
Option 2.....	\$50,000
Option 3.....	\$100,000

Children:

Child	\$15,000
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**INCREASES AND DECREASES IN AMOUNTS OF
SUPPLEMENTAL LIFE BENEFITS**

Your earnings on the date you become covered under This Plan will determine your benefits on that date. Any increase or decrease in your benefits will take place on the date of change in your earnings provided you are Actively at Work on that date. If you are not Actively at Work on the date of change in your earnings, the change in your benefits will take place when you return to Active Work.

**PROVISIONS APPLICABLE TO SUPPLEMENTAL LIFE BENEFITS
IN AN AMOUNT GREATER THAN \$400,000**

1. You must, at your expense, give us evidence of your good health in order to:
 - a. become covered under This Plan for an amount of Supplemental Life Benefits greater than \$400,000; or
 - b. receive, due to an increase in your earnings, an increase that would cause your total amount of Supplemental Life Benefits to be greater than \$400,000.
2. If we accept the evidence of your good health as satisfactory, such amount of Supplemental Life Benefits or such increase in the amount of Supplemental Life Benefits will become effective on the later of:
 - a. the date we accept the evidence of your good health; and
 - b. the effective date of your Personal Benefits;

provided you have satisfied the Work Requirements. If you have not satisfied the Work Requirements, such amount of Supplemental Life Benefits or such increase in the amount of Supplemental Life Benefits will become effective on the first day after you satisfy the Work Requirements.
3. If you apply for Supplemental Life Benefits when you are first eligible and you do not give us evidence of your good health, or if such evidence of good health is not accepted by us as satisfactory, the amount of your Supplemental Life Benefits will not be more than \$400,000.
4. If you apply for an increase in Supplemental Life benefits and you do not give us evidence of your good health, or if such evidence of good health is not accepted by us as satisfactory, the amount of your Supplemental Life Benefits will be the amount of Supplemental Life Benefits for which you were covered prior to your request for an increase.
5. If your earnings increase so that your amount of Supplemental Life Benefits would be greater than \$400,000 and you do not give us evidence of your good health, or if such evidence of good health is not accepted by us as satisfactory, the amount of your Supplemental Life Benefits will be \$400,000.

6. If you apply for Supplemental Life Benefits more than thirty-one days after you are first eligible for Supplemental Life Benefits and you do not give us evidence of your good health, or if such evidence of good health is not accepted by us as satisfactory, Supplemental Life Benefits will not take effect.

IF YOU ARE AGE 65 OR OLDER

The amount of your Life Benefits on and after age 65 will be determined by applying the appropriate percentage from the following table to the amount of such benefits in effect on the day before your 65th birthday.

<u>Age of Employee</u>	<u>Percentage</u>
65	92%
66	85%
67	78%
68	72%
69	66%
70	61%
71	56%
72	52%
73	48%
74	44%
75	41%
76 and older	38%

You are covered for an additional \$1,000 Life Benefits if you were a member of the Employer's retirement benefit plan on or before December 31, 1955 and you die while you are an active employee.

Pilot Additional Life Benefit

If you are a member of the Pilot Retirement Benefit Program and at, on the date of your death, you are:

- 4. under age 50; or
- 5. age 50 or older and unmarried; or
- 6. age 50 or older and married for less than 12 months prior to your death;

you are eligible for the following additional benefit:

Pilot Additional Life Benefit	1.5 times your Basic Life Benefit amount
Maximum Pilot Additional Life Benefit.....	\$150,000

AMOUNT OF CONTINUED DEATH BENEFITS DURING TOTAL DISABILITY

The amount of your Death Benefits will be determined by the table below. The percentage for your age on the date of your death is to be applied to the amount of your Supplemental Life Benefits on the date your Supplemental Life Benefits ended.

Pilots

If you are classified as a Pilot on the records of the Employer and you become Totally Disabled on or after January 1, 1995, the amount of your Death Benefits will be determined by the table below. The percentage for your age on the date of your death is to be applied to the amount of your Optional Life Benefits on the date your Optional Life Benefits ended.

<u>If You Die</u>	<u>Percentage</u>
Prior to retirement and/or age 50	100%
The earlier of age 50 or retirement	0%

Flight Engineers

If you are classified as a Flight Engineer on the records of the Employer and you became Totally Disabled on or after January 1, 1995, the amount of your Death Benefits will be determined by the table below. The percentage for your age on the date of your death is to be applied to the amount of your Optional Life Benefits on the date your Optional Life Benefits ended.

<u>If You Die</u>	<u>Percentage</u>
Prior to retirement and/or age 65	100%
The earlier of age 65 or retirement	0%

All Employees

If you become Totally Disabled prior to January 1, 1995, the amount of your Death Benefits will be the amount of your Optional Life Benefits on the date your Optional Life Benefits ended.

Your Death Benefits will be reduced if Accelerated Benefits are paid.

WHEN YOU RETIRE

No benefits are provided under This Plan on or after the day you retire.

Form G.23000-B

SCHEDULE SUPPLEMENT

A. Statements Made by You Which Relate to Insurability

Any statement made by you will be deemed a representation and not a warranty.

No such statement made by you which relates to insurability will be used:

1. in contesting the validity of the benefits with respect to which such statement was made; or
2. to reduce the benefits;

unless the conditions listed in items (a) and (b) below have been met:

- a. The statement must be contained in a written application which has been signed by you.
- b. A copy of the application has been furnished to you or to your Beneficiary.

No such statement made by you will be used at all after such benefits have been in force prior to the contest for a period of two years during the lifetime of the person to whom the statement applies.

B. Assignment

The benefits with respect to the Life Benefits (On Your Own Account) under This Plan may be assigned as a gift. The benefits with respect to the Life Benefits (On Your Own Account) are also assignable by means of a viatical assignment. Any such assignment will transfer all right, title, interest and incidents of ownership, both present and future, in such benefits, including, but not limited to, the following:

1. The right to make any contributions required to keep the benefits in force under This Plan.
2. The privilege of obtaining an individual policy of life insurance.
3. The right to change the Beneficiary.

No assignment will be binding on us nor on the Employer unless the following conditions are met:

1. The assignment is in a form which is acceptable to us and to the Employer.
2. The assignment is accepted, in writing, by us and by the Employer.
3. The assignment is filed at our Home Office.

We assume no obligation as to the validity or the sufficiency of any assignment; neither does the Employer.

C. Additional Provisions

1. The benefits under This Plan do not at any time provide paid-up insurance, or loan or cash values.
2. No agent has the authority:
 - a. to accept or to waive the required proof of a claim; nor
 - b. to extend the time within which a proof must be given to us.

Form G.23000-B1

DEFINITIONS OF CERTAIN TERMS USED HEREIN

"Actively at Work" or **"Active Work"** means that you are performing all of the material duties of your job with the Employer where these duties are normally carried out. If you were Actively at Work on your last scheduled working day, you will be deemed Actively at Work:

1. on a scheduled non-working day;
2. provided you are not disabled.

"Covered Person" means an Employee or a Dependent on whose account benefits are in effect under This Plan.

For residents of Texas, the Dependent definition with respect to child is modified as explained in the Notice pages of this certificate; please consult the Notice.

"Dependent" means your lawful Spouse (including your Domestic Partner) or your unmarried natural child except for:

1. a person who is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
2. a person who is covered under This Plan as an Employee;
3. an unborn or stillborn child; or
4. a child who:
 - a. is 19 years of age or older and who is employed on a full-time basis; or
 - b. is 19 years of age or older and who is not a full-time student at an approved school, as determined by the Employer; or
 - c. is 23 years of age or older.

If a Dependent child is a Covered Person on the day before that child has reached the applicable age limit, that child will continue to be a Dependent after the age limit as long as:

- a. that child is and remains unable to work in self-sustaining employment because of:
 - i. physical handicap; or
 - ii. mental retardation; and
- b. that child is and remains chiefly dependent upon you for support; and
- c. that child is and remains a Dependent, as defined, except for the age limit; and
- d. the child is unmarried; and
- e. you give us proof, when we ask for it, that the child is and remains so unable to work and dependent upon you since the age limit. We will not ask for proof more than once a year. The proof must be satisfactory to us; and
- f. you make any payment which is required by the Employer.

Subject to the same conditions which apply to a natural child, child also includes:

- a. a child who resides with you and is fully supported by you; and
- b. a child who is legally adopted; and
- c. a stepchild (wherever the term "stepchild" appears in this certificate it shall be read to include the children of Your Domestic Partner); and
- d. a child for whom benefits must be provided by court order, that we have been notified of (as set forth in a divorce decree).

No person may be covered as a Dependent of more than one Employee.

"Dependent Benefits" mean the benefits which are provided on account of a Dependent under This Plan.

"Doctor" means a person who is legally licensed to practice medicine. A licensed practitioner will be considered a Doctor if:

1. there is a law which applies to This Plan and that law requires that any service performed by such a practitioner must be considered for benefits on the same basis as if the service were performed by a Doctor; and
2. the service performed by the practitioner is within the scope of his or her license.

Domestic Partner means each of two people, one of whom is an employee of the Policyholder, who:

- have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- are of the same sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
 1. 18 years of age or older;
 2. unmarried;
 3. the sole domestic partner of the other person and have been so for the immediately preceding 6 months;
 4. sharing a primary residence with the other person and have been so sharing for the immediately preceding 6 months; and
 5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the employee.

For Texas residents **Domestic Partner** means the following:

Domestic Partner means each of two people, one of whom is an employee of the Policyholder, who:

- have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
 1. 18 years of age or older;
 2. unmarried;
 3. the sole domestic partner of the other person and have been so for the immediately preceding 6 months;
 4. sharing a primary residence with the other person and have been so for the immediately preceding 6 months; and
 5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the employee.

"Employee" means a person classified as a Pilot or Flight Engineer on the records of the Employer and who is employed and paid for services by the Employer on a full-time basis.

"Full Disability" or **"Fully Disabled"** means that because of a sickness or an injury you can not do your job.

"Hospitalized" means that you or your Dependent has received:

1. inpatient care in a hospital; or
2. care in:
 - a. a hospice facility; or
 - b. an intermediate facility; or
 - c. a long term care facility; or
3. chemotherapy; or
4. radiation therapy; or
5. dialysis treatment.

"Normal Activities" means that your Dependent:

1. is not confined in a hospital; or
2. is not confined at home under the care of a Doctor for a sickness or injury; or
3. is not receiving and is not entitled to receive any disability income from any source due to any sickness or injury.

"Personal Benefits" mean the benefits which are provided on account of an Employee under This Plan.

"Qualifying Events" means a change in your family, employment or group coverage status which would affect your Benefits under This Plan due to one or more of the following:

1. marriage;
2. birth, adoption or placement for adoption of a dependent child;
3. divorce, legal separation or annulment;
4. death of a dependent;
5. a change in your or your dependent's employment status, such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule, if it causes you or your dependent to gain or lose eligibility for group coverage;
6. your dependent's ceasing to qualify as a dependent under this insurance or under other group coverage; or
7. a significant curtailment in your current option, a significant improvement in an option for which you are not enrolled, a significant increase or decrease in cost for one or more of the options under the Employer's plan or a new benefit option under the Employer's plan.

"Spouse" means your lawful spouse. Wherever the term "Spouse" appears in this certificate it shall, unless otherwise specified, be read to include your Domestic Partner.

"This Plan" means the Group Policy which is issued by us to provide Personal Benefits and Dependent Benefits.

"**Total Disability**" or "**Totally Disabled**" means that because of a sickness or an injury:

1. you are unable to perform the material duties of your regular job; and
2. you are unable to perform any other job for which you are fit by your education, your training or your experience.

"**We**", "**us**" and "**our**" mean Metropolitan.

"**Work Requirements**" means that you have:

1. worked as an Employee at least 20 hours during the last 7 consecutive calendar days; and
2. worked at either your usual place of business or away from your usual place of business at your Employer's convenience.

"**You**" and "**your**" mean the Employee who is a Covered Person for Personal Benefits. They do not include a Dependent of the Employee.

Form G.23000-A

ELIGIBILITY FOR BENEFITS

Personal Benefits Eligibility Date

If you are an Employee on January 1, 2010, that is your Personal Benefits Eligibility Date.

If you become an Employee after January 1, 2010, your Personal Benefits Eligibility Date is the date you become an Employee of the Employer.

Dependent Benefits Eligibility Date

Your Dependent Benefits Eligibility Date is the later of your Personal Benefits Eligibility Date and the date you first acquire a Dependent.

Form G.23000-C

EFFECTIVE DATES OF PERSONAL BENEFITS

A. Making a Request for Benefits

1. Your Employer has established a flexible benefits plan. Under such a plan, you can choose the amount and types of benefits subject to the rules of the plan. Such rules include time frames during which you may make a request to be covered or to change your benefits under This Plan as set forth below. Such rules also establish a time frame for when changes in the amount of your benefits are made as a result of a change in your class or earnings. Your Employer can provide you with more information regarding the flexible benefits plan. In order to become covered for Personal Benefits under This Plan, you must make a written request to the Employer on the flexible benefits enrollment form furnished by the Employer.

In general, you can make choices for coverage for Personal Benefits:

- a. when you are first eligible for Personal Benefits; or
- b. when you have a Qualifying Event and want to make a change in your coverage for Personal Benefits to be more consistent with your new family status; or
- c. during the annual enrollment period as designated by the Employer and reported to you.

Requests to be covered for Personal Benefits may only be made:

- a. during the first and any subsequent annual enrollment period, as designated by the Employer and reported to you, following your Personal Benefits Eligibility Date; or
- b. during the sixty day period following your Personal Benefits Eligibility Date; or
- c. within sixty days of a Qualifying Event.

If you are already covered for Personal Benefits, requests for changes in Personal Benefits may only be made:

- a. during the annual enrollment period, as designated by the Employer and reported to you; or
- b. within sixty days of a Qualifying Event, provided that the change in coverage is consistent with your new family status.

2. If you make a request to be covered for Personal Benefits within sixty days of your Personal Benefits Eligibility Date, your Personal Benefits will become effective on your Personal Benefits Eligibility Date, subject to the Work Requirements.

However if you request to be covered for Supplemental Life Benefits and the requested amount of Supplemental Life Benefits is more than \$400,000, then you must give us evidence of your good health in accordance with the provisions of the forms entitled SCHEDULE OF BENEFITS. If you do not give us evidence of your good health, or if such evidence of good health is not accepted by us as satisfactory, the amount of Supplemental Life Benefits will be \$400,000.

3. If you make a request to be covered for Personal Benefits or a request for change(s) in Personal Benefits within sixty days of a Qualifying Event, your Personal Benefits or the change(s) in Personal Benefits will become effective on the first day of the month following the date of your request, subject to the Work Requirements, and provided that the change in coverage is consistent with your new family status.

However if you request to be covered for Supplemental Life Benefits and the requested amount of Supplemental Life Benefits is more than \$400,000, then you must give us evidence of your good health in accordance with the provisions of the forms entitled SCHEDULE OF BENEFITS. If you do not give us evidence of your good health, or if such evidence of good health is not accepted by us as satisfactory, Supplemental Life Benefits will not take effect.

4. If you are not insured for Personal Benefits and make a request to be insured for Personal Benefits during an annual enrollment period, but more than 31 days after your Personal Benefits Eligibility Date evidence of your good health must be given to us.

If you do not give us evidence of your good health, or if such evidence of good health is not accepted by us as satisfactory, Supplemental Life Benefits will not take effect.

5. You may make a request, during an annual enrollment period, to increase your Supplemental Life Benefits by one option level, however you must give us evidence of your good health.

If you do not give us evidence of your good health, or if such evidence of good health is not accepted by us as satisfactory, the increase will not take effect and the amount of your Supplemental Life Benefits will be the amount of Supplemental Life Benefits for which you were covered prior to your request for an increase

6. If you make a request, during an annual enrollment period, to decrease your Supplemental Life Benefits to an option of the Plan providing a lower level of benefits, the decreased amount of Supplemental Life Benefits will become effective on the first day of the calendar year following the annual enrollment period.

B. Evidence of Good Health

The evidence of good health is to be given at your expense. Your Personal Benefits will become effective on the first day of the month following the date such evidence of good health is accepted by us as satisfactory, subject to the Work Requirements.

C. Active Work Requirement

You must be Actively at Work in order for your Personal Benefits to become effective. If you are not Actively at Work on the date when your Personal Benefits would otherwise become effective, your Personal Benefits will become effective on the first day after you return to Active Work.

D. Reinstatement of Benefits

If your Personal Benefits end because you do not make a required contribution to their cost, you may make a request to reinstate them, subject to the foregoing provisions.

E. Work Requirements

You must satisfy the Work Requirements in order for your Personal Benefits to become effective. If you have not satisfied the Work Requirements on the date when your Personal Benefits would otherwise become effective, these benefits will become effective on the first day after you satisfy the Work Requirements.

Form G.23000-D1

EFFECTIVE DATES OF DEPENDENT BENEFITS

A. Making a Request for Benefits

1. In order to become insured for Dependent Benefits under This Plan, you must make a written request to the Employer on the flexible benefits enrollment form furnished by the Employer.

Requests to be insured for Dependent Benefits may only be made:

- a. during the sixty day period following your Dependent Benefits Eligibility Date; and
- b. during the first and any subsequent annual enrollment period, as designated by the Employer and reported to you, following your Dependent Benefits Eligibility Date; and

- c. within sixty days of a Qualifying Event, provided that the change in coverage is consistent with your new family status.

Requests for changes in your Dependent Benefits may only be made:

- a. during the annual enrollment period, as designated by the Employer and reported to you; or
 - b. within sixty days of a Qualifying Event, provided that the change in coverage is consistent with your new family status.
2. If you make a request to be insured for Dependent Benefits within thirty-one days of your Dependent Benefits Eligibility Date, your Dependent Benefits will become effective, subject to the Additional Requirements, and, on the latest of:
- a. your Dependent Benefits Eligibility Date; or
 - b. the effective date of your Personal Benefits; or
 - c. the date the information on the enrollment form related to such Dependent is accepted by us as satisfactory.
3. If you make a request to be insured for Dependent Benefits or a request for change(s) in Dependent Benefits within sixty days of a Qualifying Event, your Dependent Benefits or the change(s) in the Dependent Benefits will become effective on the latest of:
- a. the date of the Qualifying Event;
 - b. the effective date of your Personal Benefits; or
 - c. the date of your request;

subject to the Additional Requirements, and provided that the change in coverage is consistent with your new family status.

4. If you are not insured for Dependent Benefits and make a request to be insured for Dependent Benefits, during an annual enrollment period but more than 31 days after your Dependent Benefits Eligibility Date evidence of the good health of each such Dependent must be given to us.

If you do not give us evidence of the good health of that Dependent, or if such evidence of good health is not accepted by us as satisfactory, Dependent Life Benefits on that Dependent will not take effect.

5. You may make a request, during an annual enrollment period, to increase your Dependent Benefits by one option level, however evidence of the good health of each such Dependent must be given to us.

If you do not give us evidence of the good health of that Dependent, or if such evidence of good health is not accepted by us as satisfactory, Dependent Life Benefits on that Dependent will not take effect and the amount of Dependent Benefits for each such Dependent will be the amount of Dependent Benefits for which your Dependent was covered prior to your request for an increase.

6. If you make a request, during an annual enrollment period, to decrease your Dependent Benefits to an option of the Plan providing a lower level of benefits, the decreased amount of Dependent Benefits will become effective on the first day of the calendar year following the annual enrollment period.

B. Additional Requirements

If, on the date you would have become insured under This Plan for Life Benefits (On Account of Dependents), a Dependent:

1. has been Hospitalized in the last three months prior to the date you make a request for Dependent Benefits under This Plan;
2. is then Hospitalized; or
3. is not then able to perform Normal Activities;

then evidence of the good health of each such Dependent must be given to us.

C. Evidence of Good Health

The evidence of good health is to be given at your expense. Your Dependent Benefits will become effective for each such Dependent for whom evidence of good health must be given to us on the later of:

1. the date the evidence of the good health of such Dependent is accepted by us as satisfactory; and
2. the effective date of your Personal Benefits.

If the evidence of the good health of any person for whom coverage is requested to start is not accepted by us as satisfactory, such person:

1. will be deemed not to be a Dependent for the purpose of Dependent Benefits; and
2. will not be covered for Dependent Benefits.

If the evidence of the good health of any dependent for whom coverage is requested to increase is not accepted by us as satisfactory, the coverage amounts will not increase for that Dependent.

D. Reinstatement of Benefits

If your Dependent Benefits end because you do not make a required contribution to their cost, you may make a request to reinstate them, subject to the foregoing provisions.

E. New Dependents

If you are insured for Dependent Benefits and acquire a new Dependent, such event may be considered, subject to the provisions of the flexible benefits plan, as a Qualifying Event. The effective date of Dependent Benefits with respect to such person who becomes your Dependent would be determined in accordance with the foregoing provisions.

LIFE BENEFITS
(On Your Own Account)

A. Coverage

If you die while you are covered for Life Benefits, we will pay to the Beneficiary the amount of Life Benefits that is in effect on your life on the date of your death.

B. Optional Types of Payment

Payment of any amount of Life Benefits may be made in installments. Details on the payment options may be obtained from the Employer.

C. Suicide Provision (Applicable to Supplemental Life Benefits)

Supplemental Life Benefits will not be paid to the Beneficiary if you commit suicide, while sane or insane, within 2 years from the effective date of this certificate. Instead we will pay the Beneficiary an amount equal to any contributions paid, without interest.

If you commit suicide, while sane or insane, more than 2 years after the effective date of this certificate, but within 2 years from the effective date of any increase in the amount of your Supplemental Life Benefits, such increased amount will not be paid to the Beneficiary. Instead we will pay the Beneficiary:

1. an amount equal to all contributions paid for the increased amount, without interest; plus
2. an amount equal to the amount of Supplemental Life Benefits that was in effect on the day before the effective date of such increased amount.

**ACCELERATED BENEFITS
(On Your Own Account)**

A. Definitions

"Meet the Requirements" means:

1. your life span is drastically limited; and
2. you are expected to die within 6 months; and
3. you are not expected to recover.

These must be certified by a Doctor and accepted by us.

B. Coverage

We will pay Accelerated Benefits to you if:

1. you apply for Accelerated Benefits while your Life Benefits or Death Benefits are in effect; and
2. you Meet the Requirements while you are covered for Life Benefits or Death Benefits; and
3. you request payment of Accelerated Benefits while your Life Benefits or Death Benefits are in effect.

Accelerated Benefits are payable only once.

Payment of Accelerated Benefits will reduce your Life Benefits or Death Benefits and the amount available for you to convert to a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

C. Proof

Accelerated Benefits will be payable when we receive proof that you Meet the Requirements.

Proof must be given to us. The proof must be in a form that is satisfactory to us. We have no duty to ask for any proof. Any delay in submitting proof will not cause a claim to be denied so long as the proof is given as soon as reasonably possible.

At the time that such proof is given, we may have you examined by Doctors of our choice, at our expense.

D. Amount

The amount of Accelerated Benefits payable is:

1. up to 50% of your Life Benefits or Death Benefits shown in the SCHEDULE OF BENEFITS; and
2. determined as of the date we accept certification that you Meet the Requirements; and

3. no more than \$250,000 for Basic Life Benefits and \$250,000 for Supplemental Life Insurance.

If your Life Benefits or Death Benefits are scheduled to reduce within six months of such certification date, we will, for the purpose of determining the amount of Accelerated Benefits, deem the amount of your Life Benefits or Death Benefits to have already been reduced on such certification date.

After payment of the Accelerated Benefits, the amount of your Life Benefits or Death Benefits will be:

1. the amount of Life Benefits or Death Benefits actually in effect on the certification date; less
2. the amount of Accelerated Benefits requested.

When the scheduled reduction date occurs, the amount of your Life Benefits or Death Benefits will be reduced. The amount of such reduction will be determined by applying the percentage in accordance with the provisions of This Plan to the amount of your Life Benefits or Death Benefits actually in effect on the certification date.

After such scheduled reduction, the amount of your Life Benefits or Death Benefits will be the amount of your Life Benefits or Death Benefits actually in effect on the certification date:

REDUCED BY

the amount of such scheduled reduction; and

MINUS

the amount of Accelerated Benefits requested.

Accelerated Benefits will be payable if you are living when payment is made.

For Texas Residents: Upon receipt of your claim form we will send you a Preadjudication letter containing specific information on the payment you requested. Such information will include the amount of payment which will be made to you and the amount of death benefit remaining after payment of the Accelerated Benefit.

E. Exclusions

1. you have assigned your Life Benefits (see Assignment provision under SCHEDULE SUPPLEMENT); or
2. we have been notified that all or a portion of your Life Benefits or Death Benefits are to be paid to your former spouse as part of a divorce agreement; or
3. you Meet the Requirements as a result of:
 - a. attempted suicide; or
 - b. injuring yourself on purpose; or
 - c. alcohol or drug abuse; or
 - d. any event occurring while you are in violation of criminal law; or
4. the amount of your Life Benefits or Death Benefits is less than \$15,000.

Form G.23000-36

**CONTINUED DEATH BENEFITS
DURING TOTAL DISABILITY**

A. Coverage

If you cease to be Actively at Work as an Employee due to Total Disability, your Life Benefits may be continued for up to 12 months. For this to occur, your Employer must deem you to be Actively at Work and must continue to make premium payments for your Life Benefits. Your Life Benefits will end once you have ceased to be Actively at Work as an Employee due to Total Disability for 12 months. Death Benefits may be payable after your Life Benefits end in certain cases of Total Disability. We will pay Death Benefits to your Beneficiary if:

1. you become Totally Disabled before your Life Benefits end; and
2. your Total Disability starts for Basic Life Benefits while you are covered for such benefits and for Supplemental Life Benefits after you have been covered for such benefits for one year; and
3. you are less than 60 years old when you become Totally Disabled; and
4. you continue to be Totally Disabled after your Life Benefits end and until the date of your death; and
5. you die before you are 65 years old; and
6. the required proof is submitted to us.

However, no Death Benefits are payable if a death benefit is payable under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

B. Proof of Claim

The Death Benefits will be payable when we receive proof of your death if:

1. we have received proof of your Total Disability no later than 12 months after the date you ceased to be Actively at Work because of Total Disability. This proof must establish that your Total Disability had continued for at least nine months from the date you were last Actively at Work; and
2. you submit further proof, when we ask for it, that you continue to be Totally Disabled. We will not ask for such proof more than once a year; and
3. upon your death proof that Total Disability continued to the date of your death is given to us.

If you die within a year after your Life Benefits ended and before any proof has been given, then proof that your Total Disability continued to the date of your death must be given to us. This proof must be given within one year of your death.

All proofs must be given to us. The proofs must be in a form that is satisfactory to us. We have no duty to ask for any proof. If any proof is not given on time, the delay will not cause a claim to be denied so long as the proof is given as soon as reasonably possible.

At any time that proof of your Total Disability is given, we may have you examined by Doctors of our choice, at our expense.

C. Amount

The amount of Death Benefits is the amount shown in the SCHEDULE OF BENEFITS.

D. Termination

Your Death Benefits will end on:

1. the date you are no longer Totally Disabled; or
2. the date you do not give us proof of Total Disability when required; or
3. the day before the date you become 65 years old.

E. One Payment Only

If we have issued a personal policy under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE, we will pay Death Benefits only if that policy is returned to us without any claim. In such case an amount equal to the premiums paid on the personal policy will be given to the Beneficiary.

Form G.23000-1B1-A

RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE

A. Application

We will issue a personal policy of life insurance without disability or accidental death benefits to you if you apply for it in writing during the Application Period. The Application Period is the 31 day period after:

1. the date your Life Benefits end because your employment ends or because you are no longer in a class which remains eligible for Life Benefits; or
2. the date your Life Benefits end because This Plan ends, but only if your Life Benefits under This Plan have been in effect for at least 5 years; or
3. the date This Plan is changed to end the Life Benefits for your class, but only if your Life Benefits under This Plan have been in effect for at least 5 years; or
4. the date your Death Benefits end under CONTINUED DEATH BENEFITS DURING TOTAL DISABILITY if you do not then again become eligible for Life Benefits under This Plan.

For New Hampshire residents. If you are not given notice, in writing, of the Right To Obtain A Personal Policy of Life Insurance On Your Own Life at least 15 days before the end of the Application Period, you will have additional time in which to apply. You will then have 15 days from the date you are given the notice in which to apply.

Proof that you are insurable is not required by us.

B. Conditions

The personal policy will be issued to you subject to these conditions:

1. it will be on one of the forms then usually issued by us, except term insurance; and
2. it will not take effect until after the Application Period ends; and
3. the premium for the policy will be based on:
 - a. the class of risk to which you belong; and
 - b. your age on the effective date of the policy; and
 - c. the form and amount of the policy; and
4. if item A(1) applies to you, the amount of the policy will not be more than the amount of your Life Benefits on the date the Life Benefits end; and
5. if item A(2) or item A(3) applies to you, the amount of the policy will not be more than the lesser of:
 - a. the amount of your Life Benefits on the date the Life Benefits end, less any amount of life insurance for which you may be eligible under any group policy which takes effect within 31 days after your Life Benefits end; and
 - b. \$10,000.

6. if item A(4) applies to you, the amount of the policy will not be more than the amount of your Death Benefits on the date the Life Benefits end.

C. If You Die During the Application Period

If you die during the Application Period, we will pay a death benefit to the Beneficiary. The amount of the death benefit will be the highest amount of life insurance pursuant to item B(4) or B(5) or B(6) for which a personal policy could have been issued. This death benefit will be paid even if you did not apply for a personal policy.

If you could have applied for a policy under item A(4) and you die within one year after your Life Benefits end, we must, within one year after your death, be given proof that:

1. your Total Disability had continued from the date your Life Benefits ended to within 31 days of the date of your death; and
2. your death occurred during the Application Period which applies to item A(4).

Form G.23000-1A

**LIFE BENEFITS
(On Account of Dependents)**

A. Coverage

If a Dependent dies while Life Benefits are in effect for that Dependent, we will pay the amount of Life Benefits that is in effect for that Dependent on the date of that Dependent's death.

B. Payment of Benefits

The benefits will be paid to you if you survive the Dependent. The benefits will be paid to your estate if:

1. that Dependent dies at the same time your death occurs; or
2. that Dependent dies within 24 hours of your death.

In any other instance the benefits will be paid at our option to one or more of the following persons who are related to that Dependent and who survive that Dependent:

- a. Spouse or Domestic Partner;
- b. children;
- c. parents;
- d. brother and sister.

If there is no surviving relative, the amount will be payable to the Dependent's estate.

Any payment will discharge our liability for the amount so paid.

C. Optional Types of Payment

Payment of any amount of Life Benefits may be made in installments instead of one sum. Details on the payment options may be obtained from the Employer.

D. Suicide

LIFE BENEFITS (On Account of Dependents) will not be paid if a Dependent commits suicide, while sane or insane, within 2 years from the effective date of this certificate. Instead we will pay an amount equal to any contributions paid, without interest, as set forth in Section B, Payment of Benefits.

If a Dependent commits suicide, while sane or insane, more than 2 years after the effective date of this certificate, but within 2 years from the effective date of any increase in the amount of LIFE BENEFITS (On Account of Dependents), such increased amount will not be paid. Instead we will pay:

- a. an amount equal to all contributions paid for the increased amount, without interest, plus
- b. an amount equal to the amount of LIFE BENEFITS (On Account of Dependents) that was in effect on the day before the effective date of such increased amount,

as set forth in Section B, Payment of Benefits.

Form G.23000-7C

RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE LIFE OF A DEPENDENT

A. Application

We will issue a personal policy of life insurance without disability or accidental death benefits to a Dependent if that Dependent applies for it in writing during the Application Period. The Application Period is the 31 day period after the date the Life Benefits on that Dependent end because:

1. your employment ends or you are no longer in a class which remains eligible for Dependent Life Benefits; or
2. This Plan ends, but only if the Life Benefits on that Dependent had been in effect under This Plan for at least 5 years; or
3. This Plan is changed to end the Dependent Life Benefits for your class, but only if the Life Benefits on that Dependent had been in effect under This Plan for at least 5 years; or
4. you die; or
5. the Dependent no longer qualifies as a Dependent as defined in DEFINITIONS OF CERTAIN TERMS USED HEREIN.

For New Hampshire residents. If the Dependent is not given notice, in writing, of the Right To Obtain A Personal Policy of Life Insurance On The Life of A Dependent at least 15 days before the end of the Application Period, that Dependent will have additional time in which to apply. The Dependent will then have 15 days from the date the Dependent is given the notice in which to apply.

Proof that the Dependent is insurable is not required by us.

B. Conditions

The personal policy will be issued to the Dependent subject to these conditions:

1. it will be on one of the forms then usually issued by us, except term insurance; and
2. it will not take effect until after the Application Period ends; and
3. the premium for the policy will be based on:
 - a. the class of risk to which the Dependent belongs; and
 - b. the Dependent's age on the effective date of the policy; and
 - c. the form and the amount of the policy; and
4. if item A(2) or A(3) applies to the Dependent, the amount of the policy will not be more than the lesser of:
 - a. the amount of Life Benefits on that Dependent on the date the Life Benefits end, less any amount of life insurance on the life of that Dependent for which you or the Dependent may be eligible under any group policy which takes effect within 31 days after the Life Benefits on that Dependent end; and
 - b. \$10,000; and
5. if an item in paragraph A, other than item A(2) or A(3), applies to the Dependent, the amount of the policy will not be more than the amount of Life Benefits on that Dependent on the date the Life Benefits end.

C. If the Dependent Dies During the Application Period

If the Dependent dies during the Application Period, we will pay a death benefit. The payment of the death benefit will be in the same manner as if the Life Benefits on that Dependent had been in effect on the date of that Dependent's death. The amount of the death benefit will be the highest amount of life insurance, pursuant to item B(4) or B(5) for which a personal policy could have been issued. This death benefit will be paid even if the Dependent did not apply for a personal policy.

Form G.23000-7A

BENEFICIARY

A. Your Beneficiary

The "Beneficiary" is the person or persons you choose to receive any benefit payable because of your death.

You make your choice in writing on a form approved by us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with the Employer. You do not need the consent of the Beneficiary to make a change. When the Employer receives a form changing the

Beneficiary, the change will take effect as of the date you signed it. The change of Beneficiary will take effect even if you are not alive when it is received.

A change of Beneficiary will not apply to any payment made by us prior to the date the form was received by the Employer.

Your choice of a Beneficiary for a personal policy issued under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE will be effective for This Plan.

B. More Than One Beneficiary

If, when you die, more than one person is your Beneficiary, they will share in the benefits equally, unless you have chosen otherwise.

C. Death of a Beneficiary

A person's rights as a Beneficiary end if:

1. that person dies before your death occurs; or
2. that person dies at the same time your death occurs; or
3. that person dies within 24 hours of your death.

The share for that person will be divided among the surviving persons you have named as Beneficiary, unless you have chosen otherwise.

D. No Beneficiary at Your Death

If there is no Beneficiary at your death for any amount of benefits payable because of your death, that amount will be paid to one or more of the following persons who are related to you and who survive you:

1. Spouse or Domestic Partner;
2. child;
3. parent;
4. brother and sister.

However, we may instead pay all or part of that amount to your estate.

Any payment will discharge our liability for the amount so paid.

RIGHT TO CONTINUE LIFE BENEFITS ON YOUR LIFE

A. When the Right to Continue Life Benefits Is Available

The right to continue Life Benefits will be available if you are Fully Disabled on the date when your Life Benefits would have ended because your employment ended.

B. What Must Be Done to Continue Life Benefits

In order to continue Life Benefits, you must, within 31 days of the date you receive notice of this right:

1. make a written request to us to continue the Life Benefits; and
2. make any payment which is required for the cost of the continued Life Benefits.

The notice and the request form will be furnished by the Employer.

If the conditions set forth in this Section B are complied with, the Life Benefits will continue to be in effect until the earliest of the dates set forth in Section C.

C. When Life Benefits End

Your Life Benefits will end on the earliest of:

1. 6 months after the date your Life Benefits would otherwise have ended; or
2. the date This Plan ends; or
3. the date This Plan is changed to end Life Benefits for your class; or
4. if a payment which is required by the Employer for the cost of your Life Benefits is not made, the last day of the period for which a required payment was made; or
5. the date the Employer fails to pay the required premium to us for your Life Benefits; or
6. the date we determine that CONTINUED DEATH BENEFITS DURING TOTAL DISABILITY under This Plan is applicable to you.

D. When the Right to Obtain a Personal Policy Is Available

You may have the right to obtain a personal policy from us if your Life Benefits end as set forth in Section C.

The conditions under which a personal policy may be obtained are set forth in RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

WHEN BENEFITS END

- A. All of your benefits will end on the date your employment ends. Your employment ends when you cease Active Work as an Employee. However, for the purpose of benefits, the Employer may deem your employment to continue for certain absences. See CONDITIONS UNDER WHICH YOUR ACTIVE WORK IS DEEMED TO CONTINUE.
- B. If This Plan ends in whole or in part, your benefits which are affected will end.
- C. Your Dependent Life Benefits will end on the earliest of:
 - 1. with respect to your Dependent spouse, the date such Dependent spouse attains age 70; or
 - 2. the date that the Dependent ceases to be your Dependent; or
 - 3. the date you retire, as determined by the Employer; or
 - 4. the date of your death.
- D. If a Covered Person does not make a payment which is required by the Employer to the cost of any benefits, those benefits will end; they will end on the last day of the period for which a payment required by the Employer was made.

The end of any type of benefits on account of a Covered Person will not affect a claim which is incurred before those benefits ended.

Form G.23000-F

CONDITIONS UNDER WHICH YOUR ACTIVE WORK IS DEEMED TO CONTINUE

If you are not Actively at Work as an Employee because of a situation set forth below, the Employer may deem you to be in Active Work as an Employee only for the purpose of continuing your employment and only for the periods specified below in order that certain of your benefits under This Plan may be continued.

All such benefits will be subject to prior cessation as set forth in WHEN BENEFITS END.

In any case, the benefits will end on:

- 1. the date the Employer notifies us that your benefits are not to be continued; or
- 2. the end of the last period for which the Employer has paid premiums to us for your benefits.

Your Sickness or Injury, Your Leave of Absence, Your Lay Off

With respect to all Personal Benefits and all Dependent Benefits, the period determined in accordance with the Employer's general practice for an Employee in your job class. However, in the event the leave qualifies under the Family and Medical Act of 1993 (FMLA), the period cannot be longer than 12 weeks in any 12 month period following the date the leave of absence begins.

However, in the event the leave qualifies under the Family and Medical Leave Act of 1993 (FMLA) or a similar state law, the period cannot be longer than the leave required by the law. If a leave qualifies under more than one such law, the period cannot be longer than the longest leave permitted under any of the laws.

Form G.23000-L

NOTICES

This certificate is of value to you. It should be kept in a safe place. Your Beneficiary should know where the certificate is kept.

As soon as your benefits end, you should consult your Employer to find out what rights, if any, you may have to continue your protection.

Our Home Office is located at 200 Park Avenue, New York, New York 10166.

Form G.23000-E

**THE PRECEDING PAGE IS THE END OF THE CERTIFICATE.
THE FOLLOWING IS ADDITIONAL INFORMATION.**

ERISA INFORMATION

NAME OF THE PLAN

The Group Life and Health Benefits Plan for Employees of Participating AMR Corporation Subsidiaries, ("Plan").

NAME AND ADDRESS OF EMPLOYER

American Airlines, Inc.
4333 Amon Carter Blvd.
Ft. Worth, Texas 76155

EMPLOYER IDENTIFICATION NUMBER AND PLAN NUMBER

13-1502798 501 Basic Life Benefits

TYPE OF PLAN

Employee Welfare Plan including:

Life Benefits

TYPE OF ADMINISTRATION

The above listed benefits are insured by Metropolitan Life Insurance Company, ("MetLife").

MetLife is liable for all life insurance.

PLAN ADMINISTRATOR NAME, BUSINESS ADDRESS AND PHONE NUMBER

American Airlines, Inc.
Mail Drop 5134-HGQ, P.O. Box 619616
DFW Airport, Texas 75261-9616

AGENT FOR SERVICE OF LEGAL PROCESS

For disputes arising under the Plan, service of legal process may be made upon the Plan Administrator at the above address. For disputes seeking payment of benefits, service of legal process may be made upon MetLife by serving MetLife's designated agent to accept service of process.

ELIGIBILITY FOR INSURANCE; DESCRIPTION OR SUMMARY OF BENEFITS

Your MetLife certificate describes the eligibility requirements for insurance under the Plan. It also includes a detailed description of insurance provided by MetLife under the Plan.

PLAN TERMINATION OR CHANGES

The group policy sets forth those situations in which the Employer and/or MetLife have the right to end the policy.

The Employer reserves the right to change or terminate the Plan at any time. Therefore, there is no guarantee that you will be eligible for the benefits described herein for the duration of your employment. Any such action will be taken only after careful consideration.

Your consent or the consent of your beneficiary is not required to terminate, modify, amend, or change the Plan.

In the event your coverage ends in accordance with the "When Benefits End" provision of your certificate, you may still be eligible to receive benefits. The circumstances under which benefits are available are described in your MetLife certificate.

CONTRIBUTIONS TO PREMIUM

If you enroll for Supplemental Life and Dependent Life Benefits, you are required to make contributions to premiums.

Premium rates are set by MetLife.

PLAN YEAR

The Plan's fiscal records are kept on a Plan year basis beginning each December 1 and ending on the following November 30.

QUALIFIED DOMESTIC RELATIONS ORDERS / QUALIFIED MEDICAL CHILD SUPPORT ORDERS

You and your beneficiaries can obtain, without charge, from the Plan Administrator a copy of any procedures governing Qualified Domestic Relations Orders (QDRO) and Qualified Medical Child Support Orders (QMCSO).

CLAIMS INFORMATION

Procedures for Presenting Claims for Life Benefits

All claim forms needed to file for benefits under the group insurance program can be obtained from the Employer who will also be ready to answer questions about the insurance benefits and to assist you or, if applicable, your beneficiary in filing claims.

Life Benefits Claims

Routine Questions

If there is any question about a claim payment, an explanation may be requested from the Employer who is usually able to provide the necessary information.

Claim Submission

In submitting claims for Life benefits ("Benefits"), the claimant must complete the appropriate claim form and submit the required proof as described in the certificate.

Claim forms must be submitted in accordance with the instructions on the claim form.

Initial Determination

After MetLife receives your claim for Benefits, MetLife will review your claim and notify you of its decision to approve or deny your claim.

Such notification will be provided to you within a reasonable period, not to exceed 90 days from the date we received your claim, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 90 additional days.

If MetLife denies your claim in whole or in part, the notification of the claims decision will state the reason why your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. The notification will also include a description of the Plan review procedures and time limits, including a statement of your right to bring a civil action if your claim is denied after an appeal.

Appealing the Initial Determination

In the event a claim has been denied in whole or in part, you or, if applicable, your beneficiary can request a review of your claim by MetLife. This request for review should be sent in writing to Group Insurance Claims Review at the address of MetLife's office which processed the claim within 60 days after you or, if applicable, your beneficiary received notice of denial of the claim. When requesting a review, please state the reason you or, if applicable, your beneficiary believe the claim was improperly denied and submit in writing any written comments, documents, records or other information you or, if applicable, your beneficiary deem appropriate. Upon your written request, MetLife will provide you free of charge with copies of relevant documents, records and other information.

MetLife will re-evaluate all the information, will conduct a full and fair review of the claim, and you or, if applicable, your beneficiary will be notified of the decision. Such notification will be provided within a reasonable period not to exceed 60 days from the date we received your request for review, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 60 additional days.

If MetLife denies the claim on appeal, MetLife will send you a final written decision that states the reason(s) why the claim you appealed is being denied, references any specific Plan provision(s) on which the denial is based, any voluntary appeal procedures offered by the Plan, and a statement of your right to bring a civil action if your claim is denied after an appeal. Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

Claims Involving Disability Determinations in connection with Life Insurance

Routine Questions

If there is any question about a claim payment, an explanation may be requested from the Employer who is usually able to provide the necessary information.

Claim Submission

For any claim which requires a determination of disability in connection with Life insurance, the claimant must complete the appropriate claim form and submit the required proof as described in the certificate. For example, if your Plan provides that you are not required to continue paying for your life insurance coverage after you are found to be disabled, or if your plan provides that a portion of your life insurance benefits are payable to you after you are found to be disabled, your request for such determination is treated as a claim involving a disability determination.

Claim forms must be submitted in accordance with the instructions on the claim form.

Please note that for some plans such claims involving disability determinations are decided by employers. If that is the case for your plan, your employer rather than MetLife may administer the procedures below.

Initial Determination

After MetLife receives your claim involving a disability determination, MetLife will review your claim and notify you of its decision to approve or deny your claim.

Such notification will be provided to you within a reasonable period, not to exceed 45 days from the date we received your claim; except for situations requiring an extension of time because of matters beyond the control of the Plan, in which case MetLife may have up to two (2) additional extensions of 30 days each to provide you such notification. If MetLife needs an extension, it will notify you prior to the expiration of the initial 45 day period (or prior to the expiration of the first 30 day extension period if a second 30 day extension period is needed), state the reason why the extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information or filed an incomplete claim, the time from the date of MetLife's notice requesting further information and an extension until MetLife receives the requested information does not count toward the time period MetLife is allowed to notify you as to its claim decision. You will have 45 days to provide the requested information from the date you receive the extension notice requesting further information from MetLife.

If MetLife denies your claim in whole or in part, the notification of the claims decision will state the reason why your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. Further, if an internal rule, protocol, guideline or other criteria was relied upon in making the denial, the claims decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge. The notification will also include a description of the Plan review procedures and time limits, including a statement of your right to bring a civil action if your claim is denied after an appeal.

Appealing the Initial Determination

If MetLife denies your claim, you may appeal the decision. Upon your written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim. You must submit your appeal to MetLife at the address indicated on the claim form within 180 days of receiving MetLife's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of the Plan
- Reference to the initial decision
- An explanation why you are appealing the initial determination

As part of your appeal, you may submit any written comments, documents, records, or other information relating to your claim.

After MetLife receives your written request appealing the initial determination, MetLife will conduct a full and fair review of your claim. Deference will not be given to the initial denial, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that you submit relating to your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review your appeal will not be the same person as the person who made the initial decision to deny your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

MetLife will notify you in writing of its final decision within a reasonable period of time, but no later than 45 days after MetLife's receipt of your written request for review, except that under special circumstances MetLife may have up to an additional 45 days to provide written notification of the final decision. If such an extension is required, MetLife will notify you prior to the expiration of the initial 45-day period, state the reason(s) why such an extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information, the time period from MetLife's notice to you of the need for an extension to when MetLife receives the requested information does not count toward the time MetLife is allowed to notify you of its final decision. You will have 45 days to provide the requested information from the date you receive the notice from MetLife.

If MetLife denies the claim on appeal, MetLife will send you a final written decision that states the reason(s) why the claim you appealed is being denied, references any specific Plan provision(s) on which the denial is based, any voluntary appeal procedures offered by the Plan, and a statement of your right to bring a civil action if your claim is denied after an appeal. If an internal rule, protocol, guideline or other criteria was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge. Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

Discretionary Authority of Plan Administrator and Other Plan Fiduciaries

In carrying out their respective responsibilities under the Plan, the Plan Administrator and other Plan fiduciaries shall have discretionary authority to interpret the terms of the Plan and to determine eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

STATEMENT OF ERISA RIGHTS

The following statement is required by federal law and regulation.

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

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, all plan documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees.

If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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FUTURE OF THE PLAN

It is hoped that the Plan will be continued indefinitely, but American Airlines, Inc. reserves the right to change or terminate the Plan in the future. Any such action would be taken only after careful consideration.

The Board of Directors of American Airlines, Inc. shall be empowered to amend or terminate the Plan or any benefit under the Plan at any time.

Supplementary ERISA Information For Legal Services

The ERISA information set forth above which pertains to Group Supplemental Life Insurance also applies to Legal Services – Will Preparation Benefit and Estate Resolution Benefit, except as noted below:

Coverage

Legal Services – Will Preparation Benefit and Estate Resolution Benefit

Type of Administration

Legal Services – Will Preparation Benefit and Estate Resolution Benefit is administered by Hyatt Legal Plans, Inc.

Agent for Service of Legal Process

For disputes arising under those portions of the Plan administered by Hyatt Legal Plans, Inc., service of legal process may be made upon Hyatt Legal Plans, Inc.

Eligibility For Will Preparation Benefit and Estate Resolution Benefit - Description or Summary of Benefits

Your MetLife Group Supplemental Life Insurance certificate describes the eligibility requirements for the Legal Services - Will Preparation Benefit and Estate Resolution Benefit under the Plan. It also includes a summary description of the benefit. For more detailed information, you may contact the provider, Hyatt Legal Plans, Inc. by phone at 1-800-821-6400.

Plan Termination or Changes

The Will Preparation Benefit and Estate Resolution Benefit is being provided by Hyatt Legal Plans, Inc. through an agreement between MetLife and Hyatt Legal Plans, Inc. and may be terminated at any time.

Contributions

No contribution is required for Legal Services – Will Preparation Benefit and Estate Resolution Benefit.

Claims Information

Claims information for Legal Services – Will Preparation Benefit and Estate Resolution Benefit may be obtained by contacting the provider, Hyatt Legal Plans, Inc. by phone at 1-800-821-6400.

For information about the Will Preparation Service and Estate Resolution Service, you may contact the provider, Hyatt Legal Plans, Inc. by phone.

Phone: 1-800-821-6400

EFFECTIVE DATES OF PERSONAL BENEFITS

This Plan provides one or more Non-Contributory Benefit(s) and one or more Contributory Benefit(s). The applicable provisions set forth below will be applied separately to each benefit.

APPLICABLE TO NON-CONTRIBUTORY BENEFITS (Basic Life Benefits)

Your Basic Life Benefits will become effective on your Personal Benefits Eligibility Date if you are Actively at Work that date. If you are not Actively at Work on that date your Basic Life Benefits will become effective on the date you return to Active Work.

APPLICABLE TO CONTRIBUTORY BENEFITS (Supplemental Life Benefits)

A. Making a Request for Benefits

1. Your Employer has established a flexible benefits plan. Under such a plan, you can choose the amount and types of benefits subject to the rules of the plan. Such rules include time frames during which you may make a request to be covered or to change your benefits under This Plan as set forth below. Such rules also establish a time frame for when changes in the amount of your benefits are made as a result of a change in your class or earnings. Your Employer can provide you with more information regarding the flexible benefits plan. In order to become covered for Supplemental Life Benefits under This Plan, you must make a written request to the Employer on the flexible benefits enrollment form furnished by the Employer.

In general, you can make choices for coverage for Supplemental Life Benefits:

- a. when you are first eligible for Supplemental Life Benefits; or
- b. when you have a Qualifying Event and want to make a change in your coverage for Supplemental Life Benefits to be more consistent with your new family status; or
- c. during the annual enrollment period as designated by the Employer and reported to you.

Requests to be covered for Supplemental Life Benefits may only be made:

- a. during the first and any subsequent annual enrollment period, as designated by the Employer and reported to you, following your Supplemental Life Benefits Eligibility Date; or
- b. during the sixty day period following your Supplemental Life Benefits Eligibility Date; or
- c. within sixty days of a Qualifying Event.

If you are already covered for Supplemental Life Benefits, requests for changes in Supplemental Life Benefits may only be made:

- a. during the annual enrollment period, as designated by the Employer and reported to you; or
- b. within sixty days of a Qualifying Event, provided that the change in coverage is consistent with your new family status.

2. If you make a request to be covered for Supplemental Life Benefits within sixty days of your Supplemental Life Benefits Eligibility Date, your Supplemental Life Benefits will become effective on your Supplemental Life Benefits Eligibility Date, subject to the Work Requirements.

However if you request to be covered for Supplemental Life Benefits and the requested amount of Supplemental Life Benefits is more than \$400,000, then you must give us evidence of your good health in accordance with the provisions of the forms entitled SCHEDULE OF BENEFITS. If you do not give us evidence of your good health, or if such evidence of good health is not accepted by us as satisfactory, the amount of Supplemental Life Benefits will be \$400,000.

3. If you make a request to be covered for Supplemental Life Benefits or a request for change(s) in Supplemental Life Benefits within sixty days of a Qualifying Event, your Supplemental Life Benefits or the change(s) in Supplemental Life Benefits will become effective on the first day of the month following the date of your request, subject to the Work Requirements, and provided that the change in coverage is consistent with your new family status.

However if you request to be covered for Supplemental Life Benefits and the requested amount of Supplemental Life Benefits is more than \$400,000, then you must give us evidence of your good health in accordance with the provisions of the forms entitled SCHEDULE OF BENEFITS. If you do not give us evidence of your good health, or if such evidence of good health is not accepted by us as satisfactory, Supplemental Life Benefits will not take effect.

4. If you are not insured for Supplemental Life Benefits and make a request to be insured for Supplemental Life Benefits during an annual enrollment period, but more than 31 days after your Supplemental Life Benefits Eligibility Date evidence of your good health must be given to us.

If you do not give us evidence of your good health, or if such evidence of good health is not accepted by us as satisfactory, Supplemental Life Benefits will not take effect.

5. You may make a request, during an annual enrollment period, to increase your Supplemental Life Benefits by one option level, however you must give us evidence of your good health.

If you do not give us evidence of your good health, or if such evidence of good health is not accepted by us as satisfactory, the increase will not take effect and the amount of your Supplemental Life Benefits will be the amount of Supplemental Life Benefits for which you were covered prior to your request for an increase

6. If you make a request, during an annual enrollment period, to decrease your Supplemental Life Benefits to an option of the Plan providing a lower level of benefits, the decreased amount of Supplemental Life Benefits will become effective on the first day of the calendar year following the annual enrollment period.

B. Evidence of Good Health

The evidence of good health is to be given at your expense. Your Supplemental Life Benefits will become effective on the first day of the month following the date such evidence of good health is accepted by us as satisfactory, subject to the Work Requirements.

C. Active Work Requirement

You must be Actively at Work in order for your Supplemental Life Benefits to become effective. If you are not Actively at Work on the date when your Supplemental Life Benefits would otherwise become effective, your Supplemental Life Benefits will become effective on the first day after you return to Active Work.

D. Reinstatement of Benefits

If your Supplemental Life Benefits end because you do not make a required contribution to their cost, you may make a request to reinstate them, subject to the foregoing provisions.

E. Work Requirements

You must satisfy the Work Requirements in order for your Supplemental Life Benefits to become effective. If you have not satisfied the Work Requirements on the date when your Supplemental Life Benefits would otherwise become effective, these benefits will become effective on the first day after you satisfy the Work Requirements.



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 29900-G
Policyholder: American Airlines, Inc.
Effective Date: January 1, 2015

The certificate is changed as follows:

Applicable to Pilots and Flight Engineers:

1. In the **SCHEDULE OF BENEFITS** remove the provision **IF YOU ARE AGE 65 OR OLDER**.
2. Remove evidence of insurability requirements for Basic Life Benefits and replace Form G.23000-D1, section **EFFECTIVE DATES OF PERSONAL BENEFITS**, with the attached Form G.23000-D1 section **EFFECTIVE DATES OF PERSONAL BENEFITS**.

This rider is to be attached to and made part of the certificate.

Exhibit Number 20A.2



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 29900-G
Policyholder: American Airlines, Inc.
Effective Date: January 1, 2015

The certificate is changed as follows:

Applicable to Pilots and Flight Engineers:

1. In the section **SCHEDULE OF BENEFITS** replace DEPENDENT LIFE with the following:

“**DEPENDENT LIFE BENEFITS** (Pilots, Flight Engineers and Legacy US Airways East Pilots)

Spouse:

Option 1	\$25,000
Option 2.....	\$50,000
Option 3.....	\$100,000

Children:

Child	\$15,000”
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2. In the section **DEFINITIONS OF CERTAIN TERMS USED HEREIN** replace the definition of Employee with the following:

“**Employee**” means a person classified as a Pilot or Flight Engineer on the records of the Employer and who is employed and paid for services by the Employer on a full-time basis. For Dependent Life Benefits Employee also includes legacy US Airways East Pilots who are covered for employee life insurance under the US Airways life insurance plans.”

This rider is to be attached to and made part of the certificate.



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 29900-G
Policyholder: American Airlines, Inc.
Effective Date: January 1, 2017

The certificate is changed as follows:

Applicable to Pilots and Flight Engineers:

1. In **DEFINITIONS OF CERTAIN TERMS USED HEREIN**, remove **“Domestic Partner”**.
2. In **DEFINITIONS OF CERTAIN TERMS USED HEREIN**, replace **“Dependent”** with the following:

“For residents of Texas, the Dependent definition with respect to child is modified as explained in the Notice pages of this certificate; please consult the Notice.

“Dependent” means your lawful Spouse or your natural child except for:

1. a person who is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
2. a person who is covered under This Plan as an Employee; or
3. an unborn or stillborn child; or
4. a child who is 26 years of age or older.

If a Dependent child is a Covered Person on the day before that child has reached the applicable age limit, that child will continue to be a Dependent after the age limit as long as:

- a. that child is and remains unable to work in self-sustaining employment because of:
 - i. physical handicap; or
 - ii. mental retardation; and
- b. that child is and remains chiefly dependent upon you for support; and
- c. the child is and remains a Dependent, as defined, except for the age limit; and
- d. the child is unmarried; and

CERTIFICATE RIDER (continued)

Group Policy No.: 29900-G

Policyholder: American Airlines, Inc.

Effective Date: January 1, 2017

- e. you give us proof, when we ask for it, that the child is and remains so unable to work and dependent upon you since the age limit. We will not ask for proof more than once a year. The proof must be satisfactory to us; and
- f. you make any payment which is required by the Employer.

Subject to the same conditions which apply to a natural child, child also includes:

- a. a child who is fully supported by you; and
- b. a child who is legally adopted; and
- c. a stepchild; and
- d. a child for whom benefits must be provided by court order, that we have been notified of (as set forth in a divorce decree).

No person may be covered as a Dependent of more than one Employee.”

3. In **DEFINITIONS OF CERTAIN TERMS USED HEREIN**, replace “**Spouse**” with the following:

““**Spouse**” means Your lawful spouse.”

4. In **LIFE BENEFITS (On Account of Dependents)**, replace letter a., under **B. Payment of Benefits** with the following:

“a. Spouse;”

5. In **BENEFICIARY**, replace number 1., under **D. No Beneficiary at Your Death** with the following:

“1. Spouse;”

6. The attached **NOTICE FOR RESIDENTS OF THE STATE OF VERMONT, NOTICE FOR RESIDENTS OF THE STATE OF WASHINGTON, and NOTICE FOR RESIDENTS OF MINNESOTA CONTINUATION OF SUPPLEMENTAL OR DEPENDENT LIFE BENEFITS WITH PREMIUM PAYMENT** is added.

This rider is to be attached to and made part of the certificate.

NOTICE FOR RESIDENTS OF THE STATE OF VERMONT

Vermont law provides that the following apply to Your certificate:

Domestic Partner means each of two people, one of whom is an Employee of the Policyholder, who have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available.

Wherever the term "**Spouse**" appears in this certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

Wherever the term "step-child" appears in this certificate it shall be read to include the children of Your Domestic Partner.

NOTICE FOR RESIDENTS OF THE STATE OF WASHINGTON

Washington law provides that the following apply to Your certificate:

Wherever the term "**Spouse**" appears in this certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

Domestic Partner means each of two people, one of whom is an Employee of the Policyholder, who have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available.

Wherever the term "step-child" appears in this certificate it shall be read to include the children of Your Domestic Partner.

**NOTICE FOR RESIDENTS OF MINNESOTA
CONTINUATION OF SUPPLEMENTAL OR DEPENDENT LIFE BENEFITS WITH PREMIUM PAYMENT**

If your Life Benefits end due to termination of your employment for any reason other than gross misconduct, you may continue such insurance for you or your Dependents.

If you are eligible for continuation of Life Benefits, your employer will notify you of:

- your right to elect to continue Life Benefits for you or your Dependents;
- the amount you must pay each month to your employer to keep such insurance in force;
- instructions for payment; and
- the time that payments are due.

The amount of the premium you will be required to pay for continuation of Life Benefits will not exceed 102 percent of the amount of premium required to be paid for active employees in your class for such insurance (this includes any premium amounts paid by the employer as well as the employee).

You will have 60 days within which to elect to continue Life Benefits under this section. The 60 day period begins to run on the date Life Benefits would otherwise end or on the date upon which notice of the right to continue Life Benefits is received, whichever is later. If you or your Dependents die during the 60 day election period, we will consider you to have elected to continue Life Benefits under this section.

If your employer fails to notify you of your right to continue insurance under this section, or fails to forward a required premium to us that you have paid, causing insurance for you or your Dependents to end, then your employer will become liable for these benefits to the same extent as, and in place of, us.

If you continue Life Benefits under this section, any reductions in Life Benefits that would have applied if you were Actively at Work apply to the continued insurance.

Continuation of Life Benefits under this section will end on the earliest of:

- the date the group policy ends for all employees or for the class of employees to which you belonged when your Active Work ceased;
- the date you fail to make a required premium payment when due;
- the date you become covered for life insurance under this or any other group term life insurance plan;
- with respect to your Spouse, the date your marriage ends in divorce or annulment;
- with respect to a child, the date the child no longer qualifies as a Dependent for purposes of Life Benefits;
- with respect to you or your Dependents, the date you or your Dependents reach any applicable age limits; or
- the end of 18 months following the date your Active Work ended.

When a continuation under this section ends, you or your Dependents may buy an individual policy of life insurance from us. The details of this option are described in the section entitled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE and RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE LIFE OF A DEPENDENT. For the purpose of that section, the end of this continuation will be considered the end of your employment.

**NOTICE FOR RESIDENTS OF MINNESOTA
CONTINUATION OF SUPPLEMENTAL OR DEPENDENT LIFE BENEFITS WITH PREMIUM PAYMENT
(Continued)**

Effect of Previous Conversion

If you or your Dependents converted Life Benefits to an individual policy, we will only pay Life Benefits under this section if such individual policy is returned to us. If it is returned to us, we will refund to you, your estate, or your Dependents estate, as applicable, the premiums paid for such policy without interest, less any debt incurred under such policy.

If such individual policy is not returned to us, we will pay the life insurance in effect under the individual policy.

We will not pay insurance under both the Group Policy and the individual policy.



Metropolitan Life Insurance Company
New York, New York

CERTIFICATE RIDER

Group Policy No.: 29900-G

Policyholder: American Airlines, Inc.

Effective Date: June 1, 2012

The certificate is changed as shown below:

The SCHEDULE OF BENEFITS section of the certificate is revised to add the following:

“How We Will Pay Benefits

Unless the Beneficiary requests payment by check, when the certificate states that We will pay benefits in “one sum” or a “single sum,” We may pay the full benefit amount:

1. by check;
2. by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
3. by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request.”

This rider is to be attached to and made a part of the certificate.

Exhibit Number 26



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 29900-G
Policyholder: American Airlines, Inc.
Effective Date: July 1, 2012

The certificate is changed as follows:

The following statement is added to the **SCHEDULE OF BENEFITS** and applies to residents of all states other than Texas:

"If You elect Group Supplemental Life Insurance coverage, a will preparation service (the "Service") will be made available to You, through a MetLife affiliate (the "Affiliate"), while Your Group Supplemental Life Insurance coverage is in effect. This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Schedule of Benefits.

This rider is to be attached to and made a part of the Certificate.

Exhibit Number 27



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 29900-G
Policyholder: American Airlines, Inc.
Effective Date: July 1, 2012

The certificate is changed as follows:

The following statement is added to the **SCHEDULE OF BENEFITS** and applies to residents of Texas only:

"If You elect Group Supplemental Life Insurance coverage, a Will Preparation Service (the "Service") will be made available to You through a MetLife affiliate (the "Affiliate"), as agreed to by the Policyholder and MetLife, while Your Group Supplemental Life Insurance coverage is in effect under this Policy.

Will Preparation Service means a service covering the preparation of wills and codicils for You and Your Spouse. The creation of any testamentary trust is covered. The Will Preparation Service does not include tax planning.

This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate."

The Effective Date of this rider is the later of the Effective Date shown above or the effective date of Your Group Supplemental Life Insurance Coverage.

This rider is to be attached to and made a part of the Certificate.

Exhibit Number 28



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 29900-G
Policyholder: American Airlines, Inc.
Effective Date: July 1, 2012

The certificate is changed as follows:

The following statement is added to the **SCHEDULE OF BENEFITS** and applies to residents of all states other than Texas:

"If You become insured for Group Supplemental Life Insurance coverage and die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate, through a MetLife affiliate ("Affiliate").

The Benefit provides for certain probate services to be made available upon Your death, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, Your estate must pay for those attorney's services directly. Upon Proof of such payment, Your estate will be reimbursed for the attorney's services in an amount equal to the lesser of the amount Your estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Schedule of Benefits.

This rider is to be attached to and made a part of the Certificate.

Exhibit Number 29



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 29900-G
Policyholder: American Airlines, Inc.
Effective Date: July 1, 2012

The certificate is changed as follows:

The following statement is added to the **SCHEDULE OF BENEFITS** for residents of Texas only:

"If You become insured for Group Supplemental Life Insurance coverage and die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate, through a MetLife affiliate ("Affiliate").

The Benefit includes attorney representation and payment of legal fees for the executor or administrator of insured employee's estate including representation for the preparation of all documents and all of the court proceedings needed to transfer probate assets from the estate to insured employee's heirs; and the completion of correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings.

The Benefit provides for such services to be made available upon Your death, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, Your estate must pay for those attorney's services directly. Upon Proof of such payment, Your estate will be reimbursed for the attorney's services in an amount equal to the lesser of the amount Your estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Schedule of Benefits.

This rider is to be attached to and made a part of the Certificate.

Exhibit Number 30



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 29900-G

Policyholder: American Airlines, Inc.

Effective Date: August 1, 2014

The certificate applicable to Exhibits Numbered 20, 23 and 24 are changed as follows:

The following statement is added to the SCHEDULE OF BENEFITS and applies to residents of all states other than Texas:

"If You become insured for Group Supplemental Life Insurance coverage and You or Your Spouse die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate in the event of Your death or to Your Spouse's estate in the event of Your Spouse's death. Such benefit will be made available through a MetLife affiliate ("Affiliate").

The Benefit provides for certain probate services to be made available, free of charge, by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, the estate of the deceased must pay for those attorney's services directly. Upon Proof of such payment, the estate of the deceased will be reimbursed for the attorney's services in an amount equal to the lesser of the amount such estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Schedule of Benefits.

This rider is to be attached to and made a part of the Certificate.

Exhibit Number 31



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 29900-G
Policyholder: American Airlines, Inc.
Effective Date: August 1, 2014

The certificate applicable to Exhibits Numbered 20, 23 and 24 are is changed as follows:

The following statement is added to the SCHEDULE OF BENEFITS and applies to residents of Texas:

"If You become insured for Group Supplemental Life Insurance coverage and You or Your Spouse die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate in the event of Your death or to Your Spouse's estate in the event of Your Spouse's death. Such benefit will be made available through a MetLife affiliate ("Affiliate").

The Benefit includes attorney representation and payment of legal fees for the executor or administrator of the estate of the deceased including representation for the preparation of all documents and all of the court proceedings needed to transfer probate assets from the estate of the deceased to applicable heirs; and the completion of correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings.

The Benefit provides for certain probate services to be made available, free of charge, by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, the estate of the deceased must pay for those attorney's services directly. Upon Proof of such payment, the estate of the deceased will be reimbursed for the attorney's services in an amount equal to the lesser of the amount such estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Schedule of Benefits.

This rider is to be attached to and made a part of the Certificate.

Exhibit Number 32



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 29900-G
Policyholder: American Airlines, Inc.
Effective Date: July 1, 2015

For any certificate which provides contributory coverage, such certificate is changed as follows:

By adding the following wording to the face page of the certificate:

FOR CALIFORNIA RESIDENTS: REVIEW THIS CERTIFICATE CAREFULLY. IF YOU ARE 65 OR OLDER ON YOUR EFFECTIVE DATE OF THIS CERTIFICATE, YOU MAY RETURN IT TO US WITHIN 30 DAYS FROM THE DATE YOU RECEIVE IT AND WE WILL REFUND ANY PREMIUM YOU PAID. IN THIS CASE, THIS CERTIFICATE WILL BE CONSIDERED TO NEVER HAVE BEEN ISSUED.

This rider is to be attached to and made a part of the Certificate.

Supplementary ERISA Information For Legal Services

The ERISA information set forth above which pertains to Group Supplemental Life Insurance also applies to Legal Services– Will Preparation Benefit and Estate Resolution Benefit, except as noted below:

Coverage

Legal Services– Will Preparation Benefit and Estate Resolution Benefit

Type of Administration

Legal Services– Will Preparation Benefit and Estate Resolution Benefit is administered by Hyatt Legal Plans, Inc.

Agent for Service of Legal Process

For disputes arising under those portions of the Plan administered by Hyatt Legal Plans, Inc., service of legal process may be made upon Hyatt Legal Plans, Inc.

Eligibility For Will Preparation Benefit and Estate Resolution Benefit - Description or Summary of Benefits

Your MetLife Group Supplemental Life Insurance certificate describes the eligibility requirements for the Legal Services - Will Preparation Benefit and Estate Resolution Benefit under the Plan. It also includes a summary description of the benefit. For more detailed information, you may contact the provider, Hyatt Legal Plans, Inc. by phone at 1-800-821-6400.

Plan Termination or Changes

The Will Preparation Benefit and Estate Resolution Benefit is being provided by Hyatt Legal Plans, Inc. through an agreement between MetLife and Hyatt Legal Plans, Inc. and may be terminated at any time.

Contributions

No contribution is required for Legal Services – Will Preparation Benefit and Estate Resolution Benefit.

Claims Information

Claims information for Legal Services – Will Preparation Benefit and Estate Resolution Benefit may be obtained by contacting the provider, Hyatt Legal Plans, Inc. by phone at 1-800-821-6400.

For information about the Will Preparation Service and Estate Resolution Service, you may contact the provider, Hyatt Legal Plans, Inc. by phone.

Phone: 1-800-821-6400