

YOUR BENEFIT PLAN

AMERICAN AIRLINES, INC.

RETIREES

Basic Life Insurance

Certificate Date: November 1, 2012

Exhibit Number 36

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

TO OUR RETIREES:

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.

American Airlines, Inc.

MetLife

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

CERTIFICATE OF INSURANCE

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

Policyholder:	American Airlines, Inc.
Group Policy Number:	29900-G
Type of Insurance:	Term Life Insurance
MetLife Toll Free Number(s): For Claim Information	FOR LIFE CLAIMS: 1-800-638-6420

THIS CERTIFICATE ONLY DESCRIBES TERM LIFE INSURANCE.

THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAWS OF A STATE OTHER THAN FLORIDA.

THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.

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:

1-800-638-6420

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) 490-1007
Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

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.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de MetLife para obtener información o para presentar una queja al:

1-800-638-6420

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Sitio Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O

RECLAMACIONES: Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con MetLife primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU CERTIFICADO:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

NOTICE FOR RESIDENTS OF WASHINGTON

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO)

The Life Insurance accelerated benefit does not and is not intended to qualify as long-term care under Washington state law. Washington state law prevents this accelerated life benefit from being marketed or sold as long-term care.

NOTICE FOR RESIDENTS OF ALL STATES

LIFE INSURANCE BENEFITS WILL BE REDUCED IF AN ACCELERATED BENEFIT IS PAID

DISCLOSURE: The Life Insurance accelerated benefit offered under this certificate is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If this benefit qualifies for such favorable tax treatment, the benefit will be excludable from Your income and not subject to federal taxation. Tax laws relating to accelerated benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive an accelerated benefit excludable from income under federal law.

DISCLOSURE: Receipt of an accelerated benefit 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's and Your family's eligibility for public assistance.

NOTICE FOR RESIDENTS OF ARKANSAS

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201
(501) 371-2640 or (800) 852-5494

NOTICE FOR RESIDENTS OF CALIFORNIA

IMPORTANT NOTICE

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR THE METLIFE CLAIM OFFICE SHOWN ON THE EXPLANATION OF BENEFITS YOU RECEIVE AFTER FILING A CLAIM.

IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA INSURANCE DEPARTMENT AT:

**DEPARTMENT OF INSURANCE
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013
1 (800) 927-4357**

NOTICE FOR RESIDENTS OF GEORGIA

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.

NOTICE FOR RESIDENTS OF IDAHO

If You have a question concerning Your coverage or a claim, first contact the Policyholder. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder 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 (for calls placed within Idaho) or 208-334-4250 or www.DOI.Idaho.gov

NOTICE FOR RESIDENTS OF ILLINOIS

IMPORTANT NOTICE

To make a complaint to MetLife, You may write to:

MetLife
200 Park Avenue
New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance
Public Services Division
Springfield, Illinois 62767

NOTICE FOR RESIDENTS OF INDIANA

Questions regarding your policy or coverage should be directed to:

**Metropolitan Life Insurance Company
1-800-438-6388**

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/idoi

NOTICE FOR RESIDENTS OF MINNESOTA

This is a life insurance policy which pays accelerated death benefits at your option under conditions specified in the policy. This policy is not a long-term care policy meeting the requirements of sections M.S.62A.46 to 62A.56 or chapter 62S.

NOTICE FOR RESIDENTS OF MINNESOTA CONTINUATION OF BASIC LIFE INSURANCE WITH PREMIUM PAYMENT

If Your Life Insurance ends due to termination of Your employment for any reason other than gross misconduct, You may continue such insurance for You.

If You are eligible for continuation of Life insurance, Your employer will notify You of:

- Your right to elect to continue Life Insurance for You;
- 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 Insurance 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 Insurance under this section. The 60 day period begins to run on the date Life Insurance would otherwise end or on the date upon which notice of the right to continue Life Insurance is received, whichever is later. If You die during the 60 day election period, we will consider You to have elected to continue Life Insurance 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 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 Insurance under this section, any reductions in Life Insurance that would have applied if You were Actively at Work apply to the continued insurance.

Continuation of Life Insurance 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; or
- the end of 18 months following the date Your Active Work ended.

When a continuation under this section ends, You may buy an individual policy of life insurance from Us. The details of this option are described in the section LIFE INSURANCE: CONVERSION OPTION FOR YOU entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU. For the purpose of that section, the end of this continuation will be considered the end of your employment.

Effect of Previous Conversion

If You converted Life Insurance to an individual policy, We will only pay Life Insurance under this section if such individual policy is returned to Us. If it is returned to Us, We will refund to Your estate 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.

NOTICE FOR RESIDENTS OF TEXAS

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

NOTICE FOR RESIDENTS OF TEXAS

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO)

The laws of the state of Texas mandate that the terms "Terminally Ill" and "Terminal Illness" when used in the LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU provision means that due to injury or sickness, You are expected to die within 24 months of the date You request payment of an Accelerated Benefit.

NOTICE FOR RESIDENTS OF UTAH

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.

NOTICE FOR RESIDENTS OF VIRGINIA

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:

MetLife
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:
1-800-275-4638

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
1-804-371-9944 - locally
www.scc.virginia.gov - web address
ombudsman@scc.virginia.gov - email

NOTICE FOR RESIDENTS OF WISCONSIN

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.

MetLife
Attn: Corporate Consumer Relations Department
200 Park Avenue
New York, New York 10166
1-800-438-6388

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 608-266-0103 in Madison.

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SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You will only be insured for the benefits:

- for which You become and remain eligible;
- which You elect, if subject to election; and
- which are in effect.

BENEFIT

BENEFIT AMOUNTS AND HIGHLIGHTS

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:

- by check;
- by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
- 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. For details, call Our toll free number shown on the Certificate Face Page.

SCHEDULE OF BENEFITS (continued)

Life Insurance For You

SCHEDULE I

Retired Employee Basic Life Benefit Amounts for Employees other than pilots and flight engineers who are retired by the Employer on or after January 1, 1976, but prior to November 1, 2012, and who are under age 50 as of January 1, 1976 (except as noted below).

Years of Retirement

Base Monthly Salary at Retirement	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year & Thereafter
\$600 - \$699	\$10,000	\$9,000	\$8,000	\$7,000	\$6,000	\$5,000
\$700 - \$799	\$15,000	\$13,000	\$11,000	\$9,000	\$7,000	\$5,000
\$800 - \$999	\$20,000	\$17,000	\$14,000	\$11,000	\$8,000	\$5,000
\$1,000 and over	\$30,000	\$25,000	\$20,000	\$15,000	\$10,000	\$5,000
Flight Attendant	\$30,000	\$25,000	\$20,000	\$15,000	\$10,000	\$5,000

NOTE: The Basic Life Benefit Amount for retired Employees in any of the following categories is \$5,000:

1. an Employee represented by the TWU or a flight attendant Employee who was hired on or after May 27, 1974.
2. an officer, management/specialist Employee or agent/support staff Employee hired on or after November 1, 1974.
3. a retired Employee, who was not age 50 before January 1, 1976.
4. a retired Employee who prior to January 1, 1976, had attained age 50 but not age 55, and at retirement does not have a spouse or a qualified eligible dependent for Federal income tax purposes, or at some time after retirement, no longer has a spouse or a qualified eligible dependent for Federal income tax purposes.

SCHEDULE OF BENEFITS (continued)

SCHEDULE II

Retired Employee Basic Life Benefit Amounts for Employees other than pilots and flight engineers who are retired by the Employer on or after January 1, 1976, but prior to November 1, 2012, and who are age 50 to 54 as of January 1, 1976 (except as noted below).

Years of Retirement

Base Monthly Salary at Retirement	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year & Thereafter
\$600 - \$699	\$10,000	\$9,000	\$8,000	\$7,000	\$7,000	\$6,000
\$700 - \$799	\$15,000	\$13,750	\$12,500	\$11,250	\$10,000	\$8,000
\$800 - \$999	\$20,000	\$17,500	\$15,000	\$12,500	\$10,000	\$10,000
\$1,000 and over	\$30,000	\$25,000	\$20,000	\$15,000	\$10,000	\$10,000

NOTE: The Basic Life Benefit Amount for retired Employees in any of the following categories is \$5,000:

1. an Employee represented by the TWU or a flight attendant Employee who was hired on or after May 27, 1974.
2. an officer, management/specialist Employee or agent/support staff Employee hired on or after November 1, 1974.
3. a retired Employee who was not age 50 before January 1, 1976.
4. a retired Employee who, was not age 50 prior to January 1, 1976, and who prior to January 1, 1976 had attained age 50 but not age 55, and at retirement does not have a spouse or a qualified eligible dependent for Federal income tax purposes, or at some time after retirement no longer has a spouse or a qualified eligible dependent for Federal income tax purposes.

SCHEDULE OF BENEFITS (continued)

SCHEDULE III

Retired Employee Basic Life Benefit Amounts for Employees other than pilots and flight engineers who who are retired by the Employer on or after January 1, 1976, but prior to November 1, 2012, and are age 55 and above as of the January 1, 1976 (except as noted below).

Years of Retirement

Base Monthly Salary at Retirement	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year & Thereafter
\$600 - \$699	\$13,500	\$12,000	\$10,500	\$9,000	\$7,500	\$6,000
\$700 - \$799	\$18,000	\$16,000	\$14,000	\$12,000	\$10,000	\$8,000
\$800 - \$999	\$22,500	\$20,000	\$17,500	\$15,000	\$12,500	\$10,000
\$1,000 - \$2,499	\$31,500	\$28,000	\$24,500	\$21,000	\$17,500	\$14,000
\$2,500 and over	\$45,000	\$40,000	\$35,000	\$30,000	\$25,000	\$20,000

NOTE: The Basic Life Benefit Amount for retired Employees in any of the following categories is \$5,000:

1. an Employee represented by the TWU or a flight attendant Employee who was hired on or after May 27, 1974.
2. an officer, management/specialist Employee or agent/support staff Employee hired on or after November 1, 1974.

SCHEDULE OF BENEFITS (continued)

SCHEDULE IV

Retired Employee Basic Life Benefit Amounts for Employees other than pilots and flight engineers who are retired by the Employer on or after January 1, 1969, but prior to January 1, 1976, (except as noted below).

Years of Retirement

Base Monthly Salary at Retirement	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year & Thereafter
\$500-\$599	\$11,250	\$10,000	\$8,750	\$7,500	\$6,250	\$5,000
\$600 - \$699	\$13,500	\$12,000	\$10,500	\$9,000	\$7,500	\$6,000
\$700 - \$799	\$18,000	\$16,000	\$14,000	\$12,000	\$10,000	\$8,000
\$800 - \$999	\$22,500	\$20,000	\$17,500	\$15,000	\$12,500	\$10,000
\$1,000 - \$2,499	\$31,500	\$28,000	\$24,500	\$21,000	\$17,500	\$14,000
\$2,500 and over	\$45,000	\$40,000	\$35,000	\$30,000	\$25,000	\$20,000

NOTE: The Basic Life Benefit Amount for retired Employees in any of the following categories is \$5,000:

1. an Employee represented by the TWU or a flight attendant Employee who was hired on or after May 27, 1974.
2. an officer, management/specialist Employee or agent/support staff Employee hired on or after November 1, 1974.

SCHEDULE OF BENEFITS (continued)

SCHEDULE V

Retired Employee Basic Life Benefit Amounts for pilots and flight engineers (except as noted below).

Years of Retirement

Base Monthly Salary at Retirement	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year & Thereafter
Less than \$2500	\$31,500	\$28,000	\$24,500	\$21,000	\$17,500	\$14,000
\$2,500 and over	\$45,000	\$40,000	\$35,000	\$30,000	\$25,000	\$20,000

NOTE: The Basic Life Benefit Amount, in the seventh year of retirement and thereafter, for retired Employees in the following categories is \$5,000:

1. pilots and flight engineers who are retired by the Employer on or after April 1, 1975, but prior to November 1, 2012; and
2. who are not survived by a spouse or qualified eligible dependent for Federal income tax purposes, or at some time after retirement, no longer has a spouse or a qualified eligible dependent for Federal income tax purposes.

Your Basic Life, Additional Life and Optional Life Benefit Amount for pilots who retire prior to age 50 on a disability pension will be the amount in effect on the day before the date of retirement. The Basic Life Benefit Amount will reflect the amount in Schedule V as of your 50th birthday.

Your Basic Life and Optional Life Benefit Amount for flight engineers on an unpaid sick leave who retire on disability after January 1, 1978, but prior to November 1, 2012, will be the amount in effect on the day before the date of retirement. This benefit amount will be in effect for the first three years of sick leave. The Basic Life Benefit Amount will reflect the amount in Schedule V after the first three years of sick leave.

DEFINITIONS

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Beneficiary means the person(s) to whom We will pay insurance as determined in accordance with the GENERAL PROVISIONS section.

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.

Employee means a retired Employee who was employed and paid for services by the Employer on the day before the date of retirement; and

1. who have 10 years of service and retire from active service at age 50 or older for pilots and 55 or older for non-pilots; or
2. who have 10 years of service and a Social Security Disability award; or
3. a pilot or flight engineer receiving flight disability; or
4. who has 10 years of service and your employment terminated after December 1, 1982 at an age between 50 and 55; or
5. a flight attendant with 20 years of service who terminates employment between the ages of 45 and 55.

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- You;
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's:
 - parents;
 - children (natural, step or adopted);
 - siblings;
 - grandparents; or
 - grandchildren.

DEFINITIONS (continued)

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

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

We, Us and **Our** mean MetLife.

DEFINITIONS (continued)

Written or **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

You and **Your** mean an employee who is insured under the Group Policy for the insurance described in this certificate.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

ELIGIBLE CLASS(ES)

SCHEDULE I: Retired Employee Basic Life Benefit Amounts for Employees other than pilots and flight engineers who are retired by the Employer on or after January 1, 1976, but prior to November 1, 2012, and who are under age 50 as of January 1, 1976 (except as noted in the SCHEDULE I NOTE).

SCHEDULE II: Retired Employee Basic Life Benefit Amounts for Employees other than pilots and flight engineers who are retired by the Employer on or after January 1, 1976, but prior to November 1, 2012, and who are age 50 to 54 as of January 1, 1976 (except as noted in the SCHEDULE II NOTE).

SCHEDULE III: Retired Employee Basic Life Benefit Amounts for Employees other than pilots and flight engineers who who are retired by the Employer on or after January 1, 1976, but prior to November 1, 2012, and are age 55 and above as of the January 1, 1976 (except as noted in the SCHEDULE III NOTE).

SCHEDULE IV: Retired Employee Basic Life Benefit Amounts for Employees other than pilots and flight engineers who are retired by the Employer on or after January 1, 1969, but prior to January 1, 1976, (except as noted in the SCHEDULE IV NOTE).

SCHEDULE V: Retired Employee Basic Life Benefit Amounts for pilots and flight engineers (except as noted in the SCHEDULE V NOTE).

DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If You are in an eligible class on November 1, 2012, You will be eligible for the insurance described in this certificate on that date.

DATE YOUR INSURANCE TAKES EFFECT

Your insurance will become effective on the date You become eligible.

DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

1. the date the Group Policy ends; or
2. the date insurance ends for Your class; or
3. the end of the period for which the last premium has been paid for You.
4. the date You cease to be in an eligible class.

Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU for information concerning the option to convert to an individual policy of life insurance if Your Life Insurance ends.

SPECIAL RULES FOR GROUPS PREVIOUSLY COVERED UNDER OTHER GROUP LIFE INSURANCE

The following rules will apply if the Life Insurance under this Group Policy replaces other group Life insurance provided to You by the Policyholder.

Prior Plan means the group life insurance underwritten by another insurer and provided to You by the Policyholder on the day before the Replacement Date.

Replacement Date means the effective date of the Life Insurance under this Group Policy.

Rules if You were Covered Under the Prior Plan on the Day Before the Replacement Date:

1. **Actively at Work on the Replacement Date** - If You were covered under the Prior Plan on the day before the Replacement Date and You are Actively at Work in an eligible class on the Replacement Date, You will be insured under this Group Policy for an amount of Life Insurance referred to as Active Employee Coverage. The amount of the Active Employee Coverage on the Replacement Date will be the amount of Life Insurance described in the SCHEDULE OF BENEFITS.
2. **Not Actively at Work on the Replacement Date** - If You were covered under the Prior Plan on the day before the Replacement Date and You are not Actively at Work on the Replacement Date, but You would otherwise be a member of an eligible class if You were Actively at Work on the Replacement Date, You will be insured under this Group Policy for an amount of Life Insurance referred to as Transition Coverage. The amount of the Transition Coverage on the Replacement Date will be the lesser of:
 - the amount of group life insurance in effect under the Prior Plan, and
 - the amount of Life Insurance available under this Group Policy for the eligible class to which You belong.

While Transition Coverage is in effect, the amount of coverage will continue to be determined in accordance with the provisions of the plan used to determine the amount of Transition Coverage on the Replacement Date.

If You are not Actively at Work on the Replacement Date due to a disability, Transition Coverage will remain in effect on and after the Replacement Date until the earliest of:

- the date You return to Active Work as a member of an eligible class, at which time Active Employee Coverage will supersede the Transition Coverage;
- the date Life Insurance would otherwise end in accordance with the terms and conditions of this certificate;
- the date on which Your life insurance under the Prior Plan would have ended for any reason other than the Prior Plan ending;
- the date You are approved for extension of life insurance without premium payment under the terms of Prior Plan; and
- if the Prior Plan provided for extension of life insurance without premium payment during a period of disability, the last day of the 12-month period following the Replacement Date.

In any other case where You are not Actively at Work on the Replacement Date, Transition Coverage will remain in effect on and after the Replacement Date until the earliest of:

- the date You return to Active Work as a member of an eligible class, at which time Active Employee Coverage will supersede the Transition Coverage; and
- the date Life Insurance would otherwise end in accordance with the terms and conditions of this certificate.

SPECIAL RULES FOR GROUPS PREVIOUSLY COVERED UNDER OTHER GROUP LIFE INSURANCE (continued)

Rules if You were NOT Covered Under the Prior Plan on the Day Before the Replacement Date:

1. You will be eligible for the Life Insurance under this Group Policy when You meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOU; and
2. We will credit any time accumulated toward any eligibility waiting period under the Prior Plan to the satisfaction of any eligibility Waiting Period required to be met under this Life Insurance.

**CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (For MN Residents
see Minnesota Notice Page)**

FOR FAMILY AND MEDICAL LEAVE

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Policyholder for information regarding such legally mandated leave of absence laws.

LIFE INSURANCE: FOR YOU

If You die, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and, if We approve it, will pay the Beneficiary the Life Insurance in effect on the date of Your death.

PAYMENT OPTIONS

We will pay the Life Insurance in one sum. Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

LIFE INSURANCE: CONVERSION OPTION FOR YOU

If Your life insurance ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of life insurance (“new policy”) from Us during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the “option to convert”. Evidence of Your insurability will not be required.

When You Will Have the Option to Convert

You will have the option to convert when:

A. Your life insurance ends because:

- You cease to be in an eligible class;
- Your employment ends;
- this Group Policy ends, provided You have been insured for life insurance for at least 5 continuous years; or
- this Group Policy is amended to end all life insurance for an eligible class of which You are a member, provided You have been insured for at least 5 continuous years; or

B. Your life insurance is reduced:

- on or after the date You attain age 60;
- because You change from one eligible class to another; or
- due to an amendment of this Group Policy.

If You opt not to convert a reduction in the amount of Your life insurance as described above, You will not have the option to convert that amount at a later date.

A reduction in the amount of Your life insurance as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

Application Period

If You opt to convert Your life insurance for any of the reasons stated above, We must receive a completed conversion application form from You within the Application Period described below.

If You are given Written notice of the option to convert within 15 days before or after the date Your life insurance ends or is reduced, the Application Period begins on the date that such life insurance ends or is reduced and expires 31 days after such date.

If You are given Written notice of the option to convert more than 15 days after the date Your life insurance ends or is reduced, the Application Period begins on the date such life insurance ends or is reduced and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from the date Your life insurance ends or is reduced.

Option Conditions

The option to convert is subject to the following:

A. Our receipt within the Application Period of:

- Your Written application for the new policy; and
- the premium due for such new policy;

LIFE INSURANCE: CONVERSION OPTION FOR YOU (continued)

- B. the premium rates for the new policy will be based on:
 - Our rates then in use;
 - the form and amount of insurance for which you apply;
 - Your class of risk; and
 - Your age;
- C. the new policy may be on any form then customarily offered by Us excluding term insurance;
- D. the new policy will be issued without an accidental death and dismemberment benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefit; and
- E. the new policy will take effect on the 32nd day after the date Your life insurance ends or is reduced; this will be the case regardless of the duration of the Application Period.

Maximum Amount of the New Policy

If Your Life Insurance ends due to the end of this Group Policy or the amendment of this Group Policy to end all life insurance for an eligible class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- the amount of Your life insurance that ends under this Group Policy less the amount of life insurance for which You become eligible under any group policy within 31 days after the date insurance ends under this Group Policy; or
- \$10,000.

If Your life insurance ends or is reduced due to the Policyholder's organizational restructuring, the maximum amount of insurance that You may elect for the new policy is the amount of Your life insurance that ends under this Group Policy less the amount of life insurance for which You become eligible under any other group policy within 31 days after the date insurance ends under this Group Policy.

If Your life insurance ends or is reduced for any other reason, the maximum amount of insurance that You may elect for the new policy is the amount of Your life insurance which ends under this Group Policy.

ADDITIONAL PROVISIONS IF YOU DIE

If You Die Within 31 Days After Your Life Insurance Ends Or Is Reduced

If You die within 31 days after Your life insurance ends or is reduced by an amount You are entitled to convert, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it will pay the Beneficiary. The amount We will pay is the amount You were entitled to convert.

The amount You were entitled to convert will not be paid as insurance under both a new individual conversion policy and the Group Policy.

FILING A CLAIM

CLAIMS FOR LIFE INSURANCE BENEFITS

When there has been the death of an insured person, notify the Policyholder. This notice should be given to the Policyholder as soon as is reasonably possible after the death. The Policyholder will notify Us and a claim form will be sent to the beneficiary or beneficiaries of record.

The beneficiary or beneficiaries should complete the claim form and send it and Proof of the death to Us as instructed on the claim form.

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy.

GENERAL PROVISIONS

Assignment

You may assign Your Life Insurance rights and benefits under the Group Policy as a gift or as a viatical assignment. We will recognize the assignee(s) under such assignment as owner(s) of Your right, title and interest in the Group Policy if:

1. a Written form satisfactory to Us, affirming this assignment, has been completed;
2. the Written form has been Signed by You and the assignee(s);
3. the Policyholder acknowledges that Your Life Insurance being assigned is in force on the life of the assignor; and
4. the Written form is delivered to Us for recording.

We are not responsible for the validity of an assignment.

Beneficiary

You may designate a Beneficiary in Your application or enrollment form. You may change Your Beneficiary at any time. To do so, You must send a Signed and dated, Written request to the Policyholder using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to the Policyholder within 30 days of the date You Sign such request.

You do not need the Beneficiary's consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded.

If two or more Beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary to be one or more of the following who survive You:

- Your Spouse or Domestic Partner;
- Your child(ren);
- Your parent(s); or
- Your sibling(s).

Instead of making payment to any of the above, We may pay Your estate. Any payment made in good faith will discharge our liability to the extent of such payment. If a Beneficiary or a payee is a minor or incompetent to receive payment, We will pay that person's guardian.

Entire Contract

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application; and
3. any amendments and/or endorsements to the Group Policy.

GENERAL PROVISIONS (continued)

Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. You have Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your statements which relate to insurability to contest insurance after it has been in force for 2 years during Your life. In addition, We will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during Your life.

Misstatement of Age

If Your age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

Conformity with Law

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.



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 the following Retirees:

SCHEDULE I: Retired Employee Basic Life Benefit Amounts for Employees other than pilots and flight engineers who are retired by the Employer on or after January 1, 1976, but prior to November 1, 2012, and who are under age 50 as of January 1, 1976 (except as noted in the SCHEDULE I NOTE).

SCHEDULE II: Retired Employee Basic Life Benefit Amounts for Employees other than pilots and flight engineers who are retired by the Employer on or after January 1, 1976, but prior to November 1, 2012, and who are age 50 to 54 as of January 1, 1976 (except as noted in the SCHEDULE II NOTE).

SCHEDULE III: Retired Employee Basic Life Benefit Amounts for Employees other than pilots and flight engineers who who are retired by the Employer on or after January 1, 1976, but prior to November 1, 2012, and are age 55 and above as of the January 1, 1976 (except as noted in the SCHEDULE III NOTE).

SCHEDULE IV: Retired Employee Basic Life Benefit Amounts for Employees other than pilots and flight engineers who are retired by the Employer on or after January 1, 1969, but prior to January 1, 1976, (except as noted in the SCHEDULE IV NOTE).

SCHEDULE V: Retired Employee Basic Life Benefit Amounts for pilots and flight engineers (except as noted in the SCHEDULE V NOTE).

1. In **DEFINITIONS**, remove **Domestic Partner**.
2. In **DEFINITIONS**, replace **Spouse** with the following:

“**Spouse** means Your lawful spouse.

For the purposes of determining who may become covered for insurance, the term does not include any person who:

- is in the military of any country or subdivision of any country; or
- is insured under the Group Policy as an employee.”

CERTIFICATE RIDER (continued)

Group Policy No.: 29900-G

Policyholder: American Airlines, Inc.

Effective Date: January 1, 2017

3. In **GENERAL PROVISIONS**, replace **Beneficiary** with the following:

“Beneficiary

You may designate a Beneficiary in Your application or enrollment form. You may change Your Beneficiary at any time. To do so, You must send a Signed and dated, Written request to the Policyholder using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to the Policyholder within 30 days of the date You Sign such request.

You do not need the Beneficiary’s consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded.

If two or more Beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary to be one or more of the following who survive You:

- Your Spouse;
- Your child(ren);
- Your parent(s); or
- Your sibling(s).

Instead of making payment to any of the above, We may pay Your estate. Any payment made in good faith will discharge our liability to the extent of such payment. If a Beneficiary or a payee is a minor or incompetent to receive payment, We will pay that person's guardian.”

4. Add **GCERT2000 notice/vt** entitled **NOTICE FOR RESIDENTS OF THE STATE OF VERMONT** and **GCERT2000 notice/wa** entitled **NOTICE FOR RESIDENTS OF THE STATE OF WASHINGTON**.

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.