

# **YOUR BENEFIT PLAN**

## **Allied Pilots Association**

**Class 1: All Actively at Work and retired Members residing in West Virginia who elected coverage or changed coverage on or after April 1, 2004**

**Class 2: All Actively at Work Apprentice Pilot Members residing in West Virginia**

**Basic Life Insurance**

**Optional Life Insurance**

**Optional Dependent Life Insurance**

**Voluntary Accidental Death and Dismemberment Insurance**

**Certificate Date: January 1, 2020**

Allied Pilots Association  
14600 Trinity Boulevard, Suite 500  
Fort Worth, TX 76155

TO OUR MEMBERS:

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.

Allied Pilots Association



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

**CERTIFICATE RIDER**

**Group Policy No.:** 113529-1-G  
**Policyholder:** Allied Pilots Association  
**Effective Date:** January 1, 2020

The Certificate is changed as shown below:

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", "lump 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. For details, call Our toll free number shown on the Certificate Face Page.”

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



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 and Your Dependents 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:** Allied Pilots Association  
**Group Policy Number:** 113529-1-G  
**Type of Insurance:** Term Life & Accidental Death and Dismemberment Insurance  
**MetLife Toll Free Number(s):**  
**For Claim Information** FOR LIFE CLAIMS: 1-800-638-6420

**THIS CERTIFICATE ONLY DESCRIBES TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.**

**THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW 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.**

## **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.

# TABLE OF CONTENTS

Section	Page
CERTIFICATE FACE PAGE .....	1
NOTICES .....	2
SCHEDULE OF BENEFITS .....	4
DEFINITIONS .....	13
ELIGIBILITY PROVISIONS: INSURANCE FOR YOU .....	17
Eligible Classes .....	17
Date You Are Eligible for Insurance .....	17
Enrollment Process .....	17
Date Your Insurance Takes Effect .....	17
Date Your Insurance Ends .....	18
ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS .....	20
Eligible Classes For Dependent Insurance .....	20
Date You Are Eligible For Dependent Insurance .....	20
Enrollment Process .....	20
Date Insurance Takes Effect For Your Dependents .....	20
Date Your Insurance For Your Dependents Ends.....	21
SPECIAL RULES FOR GROUPS PREVIOUSLY COVERED UNDER OTHER GROUP LIFE AND AD&D INSURANCE .....	23
CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT .....	25
For Mentally or Physically Handicapped Children.....	25
For Family And Medical Leave .....	25
At The Policyholder's Option .....	25
EVIDENCE OF INSURABILITY .....	26
LIFE INSURANCE: FOR YOU .....	27
LIFE INSURANCE: FOR YOUR DEPENDENTS.....	28
LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU .....	29
LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR SPOUSE .....	31
LIFE INSURANCE: CONVERSION OPTION FOR YOU .....	33
LIFE INSURANCE: CONVERSION OPTION FOR YOUR SPOUSE .....	35
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE .....	37
ADDITIONAL BENEFIT: SEAT BELT USE .....	39
ADDITIONAL BENEFIT: AIR BAG USE.....	40
ADDITIONAL BENEFIT: CHILD CARE.....	41
ADDITIONAL BENEFIT: CHILD EDUCATION.....	42
ADDITIONAL BENEFIT: SPOUSE EDUCATION .....	43
ADDITIONAL BENEFIT: HOSPITAL CONFINEMENT .....	44
ADDITIONAL BENEFIT: COMMON CARRIER.....	45
ADDITIONAL BENEFIT: WORKPLACE FELONIOUS ASSAULT .....	46
FILING A CLAIM: CLAIMS FOR LIFE INSURANCE BENEFITS .....	47
FILING A CLAIM: CLAIMS FOR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS .....	48
GENERAL PROVISIONS.....	49
Assignment.....	49
Beneficiary.....	49
Suicide .....	50
Entire Contract.....	50
Incontestability: Statements Made by You .....	51
Misstatement of Age.....	51
Conformity with Law .....	51
Physical Exams .....	51
Autopsy.....	51

## SCHEDULE OF BENEFITS

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

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

**The amount of Insurance that We will pay for any insurance to which You make contributions will be decreased by the amount of Your contributions due and unpaid to Us for that insurance.**

### BENEFIT

### BENEFIT AMOUNTS AND HIGHLIGHTS

#### Life Insurance For You

##### Basic Life Insurance

For Class 2: All Actively at Work Apprentice Pilot Members residing in West Virginia

For Actively at Work Members .....	\$50,000
Accelerated Benefit Option.....	Up to 50% of Your Basic Life amount not to exceed \$25,000

##### Optional Life Insurance

Class 1: All Actively at Work and retired Members residing in West Virginia who elected coverage or changed coverage on or after April 1, 2004 and Class 2: All Actively at Work Apprentice Pilot Members residing in West Virginia

For Actively at Work Members who elect:

Option 1 .....	\$50,000
Option 2 .....	\$100,000
Option 3 .....	\$150,000
Option 4 .....	\$250,000
Option 5 .....	\$375,000
Option 6 .....	\$500,000
Option 7 .....	\$750,000
Option 8 .....	\$1,000,000
Option 9 .....	\$1,500,000
Maximum Optional Life Benefit .....	\$1,500,000
Non-Medical Issue Amount .....	\$150,000
Accelerated Benefit Option.....	Up to 50% of Your Optional Life amount not to exceed \$500,000
For retired Members .....	An amount equal to Your Optional Life Insurance in effect immediately before the date You retire

## **SCHEDULE OF BENEFITS (continued)**

### **ESTATE RESOLUTION SERVICES**

The following Estate Resolution Services are provided at no additional cost to individuals insured for Group Optional Life Insurance coverage 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 Your Spouse 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.

#### **Will Preparation Service**

If You elect Group Optional Life Insurance coverage, a Will Preparation Service (the "Service") will be made available to You, through a MetLife affiliate (the "Affiliate"), while Your Group Optional 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.

#### **Probate Service**

If You become insured for Group Optional Life Insurance coverage and You or Your Spouse die while such Group Optional 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 Optional Life Insurance coverage ends.



## SCHEDULE OF BENEFITS (continued)

### Accidental Death and Dismemberment Insurance (AD&D) For You

#### Full Amount for Voluntary AD&D

For Class 1: All Actively at Work and retired Members residing in West Virginia who elected coverage or changed coverage on or after April 1, 2004 and Class 2: All Actively at Work Apprentice Pilot Members residing in West Virginia

For Actively at Work Members who elect:

Option 1 .....	\$250,000
Option 2 .....	\$500,000
Maximum Voluntary Accidental Death and Dismemberment Full Amount.....	\$500,000

#### Additional Benefits:

Seat Belt Benefit .....	Yes
Air Bag Use Benefit.....	Yes
Child Care Benefit.....	Yes
Child Education Benefit.....	Yes
Spouse Education Benefit.....	Yes
Hospital Confinement Benefit .....	Yes
Workplace Felonious Assault Benefit .....	Yes
Common Carrier Benefit .....	Yes

The Common Carrier Benefit is an amount equal to the Full Amount.

#### Schedule of Covered Losses for Voluntary Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

#### Increases in Your Base Amount of Voluntary Accidental Death and Dismemberment Insurance.

If You remain continuously insured for Voluntary Accidental Death and Dismemberment Insurance under the Group Policy, Your Base Amount of Voluntary Accidental Death and Dismemberment Insurance will be increased by 3% of Your Base Amount of Voluntary Accidental Death and Dismemberment Insurance on each certificate anniversary for 5 years. The maximum increase under this provision is 15% of Your Base Amount of Voluntary Accidental Death and Dismemberment Insurance.

Your Base Amount of Voluntary Accidental Death and Dismemberment Insurance is Your amount of Voluntary Accidental Death and Dismemberment Insurance on the day prior to the first anniversary of the date You became insured in Your selected benefit class under the coverage.

## SCHEDULE OF BENEFITS (continued)

### Covered Losses

Loss of life .....	100%
Loss of a hand permanently severed at or above the wrist but below the elbow.....	50%
Loss of a foot permanently severed at or above the ankle but below the knee .....	50%
Loss of an arm permanently severed at or above the elbow....	75%
Loss of a leg permanently severed at or above the knee.....	75%
Loss of sight in one eye .....	50%

**Loss of sight** means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as defined above .....	100%
Loss of the thumb and index finger of same hand.....	25%

**Loss of thumb and index finger of same hand** means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and loss of hearing .....	100%
Loss of speech or loss of hearing .....	50%

**Loss of speech** means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

**Loss of hearing** means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

Paralysis of both arms and both legs (Quadriplegia).....	100%
Paralysis of both legs (Paraplegia).....	100%
Paralysis of the arm and leg on either side of the body (Hemiplegia).....	100%

**Paralysis** means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

Brain Damage .....	100%
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**Brain Damage** means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

## SCHEDULE OF BENEFITS (continued)

Coma.....	1% monthly beginning on the 7th day of the Coma for the duration of the Coma to a maximum of 60 months
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**Coma** means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for 7 consecutive days.

Third-degree burn(s).....	A percentage of the Full Amount equal to the percentage of body surface suffering third-degree burns
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**For Class 1: All Actively at Work and retired Members residing in West Virginia who elected coverage or changed coverage on or after April 1, 2004 and who had an age reduction prior to January 1, 2013**

### **If You Are Age 60 Or Older**

If You are age 60 or older but under age 75 on Your effective date of insurance, the amount of Your Optional Life Insurance on Your effective date of insurance will be limited to 25% of such amount, subject to a maximum amount of \$125,000. On and after Your 75th birthday, the amount of such insurance will be the lesser of: 1) the amount of Optional Life Insurance in effect immediately prior to Your 75th birthday; or 2) \$62,500.

**For Class 1: All Actively at Work and retired Members residing in West Virginia who elected coverage or changed coverage on or after April 1, 2004 and who did not have an age reduction prior to January 1, 2013:**

The amount of Your Optional Life Insurance on Your date of retirement will be the lesser of: 1) the amount of Optional Life Insurance in effect immediately prior to retirement; or 2) \$125,000. On and after Your 75th birthday, the amount of such insurance will be reduced to the lesser of: 1) the amount of Optional Life Insurance in effect immediately prior to Your 75th birthday; or 2) \$62,500.

**NOTE:** The above changes will take effect on the first of the month following the date of retirement.

## SCHEDULE OF BENEFITS (continued)

### Life Insurance For Your Dependents

For Class 1: All Actively at Work and retired Members residing in West Virginia who elected coverage or changed coverage on or after April 1, 2004 and Class 2: All Actively at Work Apprentice Pilot Members residing in West Virginia

For Your Spouse:

Option 1 .....	\$25,000
Option 2 .....	\$50,000
Option 3 .....	\$75,000
Option 4 .....	\$125,000
Option 5 .....	\$187,500
Option 6 .....	\$250,000
Option 7 .....	\$375,000
Option 8 .....	\$500,000
Maximum Spouse Optional Dependent Life Benefit.....	\$500,000
Non-Medical Issue Amount.....	\$25,000
Accelerated Benefit Option .....	Up to 50% of Your Optional Dependent Life amount not to exceed \$250,000

For each of Your Children

Under age 25, if incapacitated, no age limit.....	\$10,000
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**NOTE:** The amount of Optional Dependent Life **Insurance will not exceed** 50% of the amount for which You are insured under the Optional Life Insurance. If the amount for which You are insured under the Optional Life Insurance reduces due to an amount limitation, this limitation will not apply.

## SCHEDULE OF BENEFITS (continued)

### Accidental Death and Dismemberment Insurance (AD&D) For Your Dependents

#### Full Amount for Voluntary AD&D

For Class 1: All Actively at Work and retired Members residing in West Virginia who elected coverage or changed coverage on or after April 1, 2004 and Class 2: All Actively at Work Apprentice Pilot Members residing in West Virginia

Spouse and Child(ren).....	An amount equal to: (a) 60% for Your Spouse Only; and (b) 10% for each Child; of Your Voluntary Accidental Death and Dismemberment Insurance
Spouse Only .....	An amount equal to 70% of Your Voluntary Accidental Death and Dismemberment Insurance

#### For each of Your Children

Child(ren) Only .....	An amount equal to 25% of Your Voluntary Accidental Death and Dismemberment Insurance for each Child
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Minimum Spouse Voluntary Accidental Death and Dismemberment Full Amount.....	\$150,000
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Minimum Child Voluntary Accidental Death and Dismemberment Full Amount.....	\$25,000
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Maximum Spouse Voluntary Accidental Death and Dismemberment Full Amount.....	\$350,000
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Maximum Child Voluntary Accidental Death and Dismemberment Full Amount.....	\$125,000
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#### Additional Benefits:

Seat Belt Benefit .....	Yes
Air Bag Use Benefit.....	Yes
Child Care Benefit.....	NONE
Child Education Benefit.....	NONE
Spouse Education Benefit.....	NONE
Hospital Confinement Benefit .....	Yes
Workplace Felonious Assault Benefit.....	NONE
Common Carrier Benefit .....	Yes

The Common Carrier Benefit is an amount equal to the Full Amount.

## SCHEDULE OF BENEFITS (continued)

### Schedule of Covered Losses for Voluntary Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

#### Covered Losses

Loss of life .....	100%
Loss of a hand permanently severed at or above the wrist but below the elbow.....	50%
Loss of a foot permanently severed at or above the ankle but below the knee .....	50%
Loss of an arm permanently severed at or above the elbow....	75%
Loss of a leg permanently severed at or above the knee .....	75%
Loss of sight in one eye .....	50%

**Loss of sight** means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as defined above .....	100%
Loss of the thumb and index finger of same hand.....	25%

**Loss of thumb and index finger of same hand** means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and loss of hearing .....	100%
Loss of speech or loss of hearing .....	50%

**Loss of speech** means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

**Loss of hearing** means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

Paralysis of both arms and both legs (Quadriplegia).....	100%
Paralysis of both legs (Paraplegia).....	100%
Paralysis of the arm and leg on either side of the body (Hemiplegia).....	100%

**Paralysis** means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

Brain Damage.....	100%
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**Brain Damage** means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

## SCHEDULE OF BENEFITS (continued)

Coma.....	1% monthly beginning on the 7th day of the Coma for the duration of the Coma to a maximum of 60 months.
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**Coma** means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for 7 consecutive days.

Third-degree burn(s).....	A percentage of the Full Amount equal to the percentage of body surface suffering third-degree burns.
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### Applicable to Optional Dependent Spouse Life Insurance:

#### If You Are Age 60 Or Older

If You are age 60 or older but under age 70 on Your effective date of insurance, the amount of Your Optional Dependent Spouse Life Insurance on Your effective date of insurance will be limited to 25% of such amount, subject to a maximum amount of \$62,500. On and after Your 70<sup>th</sup> birthday, the amount of such insurance will be 12 ½%, subject to a maximum amount of \$31,250.

## 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.

**ABO Eligible Life Insurance** means Your Basic Life Insurance and Optional Life Insurance, and Dependent Optional Life Insurance benefits for which the Accelerated Benefit Option is shown as available in the SCHEDULE OF BENEFITS.

**Actively at Work or Active Work** means that You are performing all of the usual and customary duties of Your job on a full-time basis. This must be done at:

- Your employer's place of business;
- an alternate place approved by Your employer; or
- a place to which Your employer's business requires You to travel.

You will be deemed to be Actively at Work during weekends or employer approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

**Air Bag** means an inflatable restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

**APA** means the Allied Pilots Association.

**Application Period** means the period that ends 31 days after the date Your Basic Life Insurance and Optional Life Insurance, and Optional Dependent Life Insurance ends in which Metropolitan Life Insurance Company must receive the completed conversion application.

**Base Amount** means the amount of Voluntary Accidental Death and Dismemberment Insurance on the day prior to the first anniversary of the date You became insured in Your selected benefit class under the coverage.

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

**Certificateholder** means Members of the Allied Pilots Association.

**Child** means the following:

**for Life Insurance**, Your natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or stepchild; and who, in each case, is under age 25 and unmarried. **The term also includes** Your grandchild who is under age 25, unmarried and who was able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Life Insurance.

For the purposes of determining who may become covered for insurance, the term does not include any 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
- is insured under the Group Policy as a Member.



## DEFINITIONS (continued)

**for Voluntary Accidental Death and Dismemberment Insurance**, Your natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or stepchild; and who, in each case, is under age 25 and unmarried. **The term also includes** Your grandchild who is under age 25, unmarried and who was able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Accidental Death and Dismemberment Insurance.

For the purposes of determining who may become covered for insurance, the term does not include any person who is insured under the Group Policy as a Member.

**Child Care Center** means a facility that:

- is operated and licensed according to the law of the jurisdiction where it is located; and
- provides care and supervision for children in a group setting on a regularly scheduled and daily basis.

**Claims Processor** means NGS Insurance Agency, PO Box 830846, Richardson, TX 75083-0846, 1-800-298-8793.

**Common Carrier** means a government regulated entity that is in the business of transporting fare paying passengers.

**The term does not include:**

- chartered or other privately arranged transportation;
- taxis; or
- limousines.

**Company** means any subsidiary of AMR Corporation whose employees are represented for collective bargaining by the Allied Pilots Association.

**Contributory Insurance** means insurance for which the Policyholder requires You to pay any part of the premium.

Contributory Insurance includes: Optional Life Insurance, Voluntary Accidental Death and Dismemberment Insurance and Optional Dependent Life Insurance.

**Dependent(s)** means Your Spouse and/or Child.

**Direct and Sole Cause** means that the Covered Loss occurs within 90 days of the date of the accidental injury and was a direct result of the accidental injury, independent of other causes. However if the loss is due to quadriplegia, paraplegia, or hemiplegia, Direct and Sole Cause means that the Covered Loss occurs within 365 days of the date of the accidental injury and was a direct result of the accidental injury, independent of other causes.

**Full Amount** means the Base Amount plus any increases which equal Your Voluntary Accidental Death and Dismemberment Insurance for which You are covered on the date of Your accident.

**Group Policy** means terms and provisions that govern payment of insurance as described in this certificate.

**Hospital** means a facility which is licensed as such in the jurisdiction in which it is located and:

- provides a broad range of medical and surgical services on a 24 hour a day basis for injured and sick persons by or under the supervision of a staff of Physicians; and
- provides a broad range of nursing care on a 24 hour a day basis by or under the direction of a registered professional nurse.

## DEFINITIONS (continued)

**Hospitalized** means:

- admission for inpatient care in a Hospital;
- receipt of care in the following:
  - a hospice facility;
  - an intermediate care facility; or
  - a long term care facility; or
- receipt of the following treatment, wherever performed:
  - chemotherapy;
  - radiation therapy; or
  - dialysis.

**Member** means active and retired members of Allied Pilots Association provided the retired member: (1) was an Allied Pilots Association member at the time of retirement, and (2) terminated employment after satisfying the eligibility requirements for retiree life and health benefits under the Company's group life and health benefit plan.

**Noncontributory Insurance** means insurance for which the Policyholder does not require You to pay any part of the premium.

**Optional Dependent Life Insurance** means insurance for Your Spouse and/or Child, as described herein.

**Optional Life Insurance** means insurance for You, the Member of the Policyholder, as described herein.

**Passenger Car** means any validly registered four-wheel private passenger car, four-wheel drive vehicle, sports-utility, pick-up truck or mini-van. It does not include any commercially licensed car, any private car being used for commercial purposes, or any vehicle used for recreational or professional racing.

**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.

**Plan** means the Group Policy which is issued by Us to provide Basic Life Insurance, Optional Life Insurance, Optional Dependent Life Insurance and Voluntary Accidental Death and Dismemberment Insurance.

## DEFINITIONS (continued)

**Policyholder** means Allied Pilots Association.

**Proof** means 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.

**Seat Belt** means any restraint device that:

- meets published United States Government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

**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. The term does not include any person who is on active duty in the armed forces of any country or is insured under the Group Policy as a Member.

**Voluntary Accidental Death and Dismemberment Insurance** means insurance for You, the Member of the Policyholder, as described herein. Prior to 2004, this benefit was known as Optional Personal Accident Insurance.

**We, Us** and **Our** mean Metropolitan Life Insurance Company ("MetLife").

**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 a Member who is insured under the Group Policy for the insurance described in this certificate.

## ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

### ELIGIBLE CLASS(ES)

**Class 1: All Actively at Work and retired Members residing in West Virginia who elected coverage or changed coverage on or after April 1, 2004.**

**Class 2: All Actively at Work Apprentice Pilot Members residing in West Virginia.**

You are eligible for insurance if You were Actively at Work and covered for insurance on the day immediately preceding the date of Your retirement and have retired in accord with Your employer's retirement plan. Please be aware that:

- references to Active Work and Actively at Work will not apply; and
- end of employment will mean the end of the person's status as a retiree, as stated in Your employer's retirement plan.

### 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 January 1, 2020, You will be eligible for the insurance described in this certificate on that date.

If You enter an eligible class after January 1, 2020, You will be eligible for the insurance described in this certificate on the date You enter that class.

### ENROLLMENT PROCESS

If You are eligible for insurance, You may enroll for such insurance by completing the required form. In addition, You must give evidence of Your Insurability satisfactory to Us at Your expense if You are required to do so under the section entitled EVIDENCE OF INSURABILITY. If You enroll for Contributory Insurance, You must also give the Policyholder Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Policyholder how much You will be required to contribute.

### DATE YOUR INSURANCE TAKES EFFECT

#### Rules for Noncontributory Insurance

When You complete the enrollment process for Noncontributory Insurance, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date.

If You are not Actively at Work on the date the Noncontributory Insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

#### Rules for Contributory Insurance

If You request Contributory Insurance **before** the date You become eligible for such insurance, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date.
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, provided You are Actively at Work on that date.
- You are **not required** to give evidence of Your insurability for Voluntary Accidental Death and Dismemberment Insurance. However, such insurance will not be effective until Your Life Insurance becomes effective.

## ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

If You request Contributory Insurance **within 12 months** of the date You first become eligible for such insurance, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such benefit will take effect on the later of:
  - the date You become eligible for such benefit; and
  - the date You enroll provided You are Actively at Work on that date. You are not required to give evidence of Your insurability for Voluntary Accidental Death and Dismemberment Insurance.
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, provided You are Actively at Work on that date. You are not required to give evidence of Your insurability for Voluntary Accidental Death and Dismemberment Insurance. However, such insurance will not be effective until Your Life Insurance becomes effective.

If You request Contributory Insurance **more than 12 months after** the date You first become eligible for such insurance, You must give evidence of Your insurability satisfactory to us. You must give such evidence at Your expense. If We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work. In addition to having been Actively at Work on the date Your Optional Life Insurance benefit is to take effect, You must also have been Actively at Work for at least 20 hours during the 7 calendar days preceding that date.

### For Optional Life Insurance

#### Decrease in Insurance

A decrease in insurance will take effect on the day following the date through which You have paid for the higher amount of insurance. However, if You paid for such insurance in one annual installment, the decrease will take effect on the last day of the month in which You made the request and any excess premium will be refunded to You.

### DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

#### for all coverages

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

#### for Basic Life Insurance

6. for Class 2: All Actively at Work Apprentice Pilot Members residing in West Virginia, the date Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
7. for Class 2: All Actively at Work Apprentice Pilot Members residing in West Virginia, the date You have been covered for a period of 12 months; or
8. for Class 2: All Actively at Work Apprentice Pilot Members residing in West Virginia, the date You retire in accordance with Your employer's retirement plan; or

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)**

### **for Optional Life Insurance**

9. the date Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or

### **for Voluntary Accidental Death and Dismemberment Insurance**

10. the date Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

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.

Please refer to the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT for information concerning continuation of insurance at the Policyholder's option.

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS**

### **ELIGIBLE CLASS(ES) FOR DEPENDENT INSURANCE**

**Class 1:** All Actively at Work and retired Members residing in West Virginia who elected coverage or changed coverage on or after April 1, 2004.

**Class 2:** All Actively at Work Apprentice Pilot Members residing in West Virginia.

### **DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE**

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

You will be eligible for Dependent insurance described in this certificate on the latest of:

1. January 1, 2020; and
2. the date You enter a class eligible for insurance; and
3. the date You obtain a Dependent.

No person may be insured as a Dependent of more than one Member.

### **ENROLLMENT PROCESS**

In order to enroll for Life Insurance for Your Dependents, You must either (a) already be enrolled for Optional Life Insurance for You or (b) enroll at the same time for Optional Life Insurance for You.

If You are eligible for Dependent insurance, You may enroll for such insurance by completing an enrollment form for each Dependent to be insured. In addition, each of Your Dependents must give evidence of insurability satisfactory to Us at Your expense if required to do so under the section entitled EVIDENCE OF INSURABILITY. If You enroll insurance, You must also give the Policyholder Written permission to deduct premiums from Your banking institution for such insurance. You will be notified by the Administrator when You have been approved for insurance and how much You will be required to contribute.

### **DATE INSURANCE TAKES EFFECT FOR YOUR DEPENDENTS**

#### **Rules for Contributory Dependent Spouse Insurance**

##### **For Dependents You Have When You Become Eligible For Dependent Insurance**

If You complete the enrollment process for Optional Dependent Life and Voluntary Accidental Death and Dismemberment Insurance before the date You become eligible, such insurance will take effect for each enrolled Dependent on the date You become eligible, provided You are Actively at Work on that date and the Dependent satisfies the Additional Requirement stated below.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect of the day You resume Active Work.

#### **Rules for Contributory Dependent Child Insurance**

Once You have enrolled one Child for Dependent insurance, each succeeding Child will automatically be insured for such insurance on the date he qualifies as a Dependent.

If You are not Actively at Work on the date the Contributory Dependent Insurance would otherwise take effect, the insurance will take effect on the day You resume Active Work and the Additional Requirement stated below is satisfied.

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)**

### **Additional Requirement**

On the date the Dependent insurance is scheduled to take effect, the Dependent must not be:

- confined at home under a Physician's care;
- receiving or applying to receive disability benefits from any source; or
- Hospitalized.

If the Dependent does not meet this requirement on such date, insurance for the Dependent will take effect on the date that Dependent is no longer:

- confined;
- receiving or applying to receive disability benefits from any source; or
- Hospitalized.

### **Increase in Insurance for Your Dependent Spouse**

For an increase in Your Dependent Spouse insurance, Your Dependent Spouse must give evidence of insurability for the entire increase and We approve the evidence of insurability, the increase will take effect on the date We state in Writing. If We do not approve the evidence of insurability, or You do not submit evidence of insurability for Your Dependent Spouse, the increase in insurance for Your Dependent Spouse will not take effect.

You must be Actively at Work on that date. If You are not Actively at Work on the date the increase would otherwise take effect, the increase will take effect on the day You resume Active Work.

### **Decrease in Insurance for Your Dependents**

A decrease in insurance for Your Dependents will take effect on the day following the date through which the premium for higher amount of insurance has been paid. However, if You paid for such insurance in one annual installment, the decrease will take effect on the last day of the month in which You made the request and any excess premium will be refunded to You.

### **DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS**

A Dependent's insurance will end on the earliest of:

1. for Optional Dependent Life Insurance, the date all of the Life Insurance under the Group Policy ends; or
2. for Dependent Voluntary Accidental Death and Dismemberment Insurance, the date all of Your Accidental Death and Dismemberment Insurance under the Group Policy ends; or
3. if You die, Dependent Voluntary Accidental Death and Dismemberment Insurance will continue for 24 months from the date of Your death, at no cost to the Member, provided the Dependent Spouse maintains Optional Dependent Life Insurance; or
4. if You die, Your Optional Dependent Life Insurance will continue provided the required premium is paid;
5. if You die, Your Optional Dependent Life Insurance will end on the date the Spouse remarries and the end of the period for which the last premium is paid;
6. the date the Group Policy ends; or
7. the date You cease to be in an eligible class; or
8. the date Your Life Insurance under the Group Policy ends
9. the date Insurance for Your Dependents ends under the Group Policy; or
10. the date Insurance for Your Dependents ends for Your class; or



## ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

11. the date the person ceases to be a Dependent; or
12. the date Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
13. the end of the period for which the last premium has been paid for the Dependent; or
14. when a Member's membership with Allied Pilots Association ends (see below).

**End of Allied Pilots Association membership** means a Member's membership with Allied Pilots Association will end when the Member is no longer a Member under the rules of Allied Pilots Association.

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

Please refer to the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT for information concerning continuation of insurance at the Policyholder's option.

## **SPECIAL RULES FOR GROUPS PREVIOUSLY COVERED UNDER OTHER GROUP LIFE AND AD&D INSURANCE**

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

**Prior Plan** means the group life and AD&D 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 and AD&D Insurance under this Group Policy.

### **Rules if You or You and Your Dependent(s) were Covered Under the Prior Plan on the Day Before the Replacement Date:**

1. **Actively at Work on the Replacement Date** - If You or You and Your Dependent(s) 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 and AD&D 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 or You and Your Dependent(s) 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 and AD&D 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 and AD&D insurance in effect under the Prior Plan, and
  - the amount of Life and AD&D 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 and AD&D Insurance would otherwise end in accordance with the terms and conditions of this certificate;
- the date on which Your life and AD&D 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 and AD&D insurance without premium payment under the terms of Prior Plan; and
- if the Prior Plan provided for extension of life and AD&D insurance without premium payment during a period of disability, the last day of the 12-month period following the Replacement Date.

## **SPECIAL RULES FOR GROUPS PREVIOUSLY COVERED UNDER OTHER GROUP LIFE AND AD&D INSURANCE (continued)**

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 and AD&D Insurance would otherwise end in accordance with the terms and conditions of this certificate.

### **Rules if You or You and Your Dependent(s) were NOT Covered Under the Prior Plan on the Day Before the Replacement Date:**

1. You will be eligible for the Life and AD&D Insurance under this Group Policy when You meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOU and ELIGIBILITY PROVISIONS: INSURANCE ON YOUR DEPENDENTS; 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 and AD&D Insurance.

## **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT**

### **FOR MENTALLY OR PHYSICALLY HANDICAPPED CHILDREN**

Insurance for a Dependent Child may be continued past the age limit if the child is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law. Proof of such handicap must be sent to Us within 31 days after the date the Child attains the age limit and at reasonable intervals after such date, but not more frequently than once a year after the two-year period following the child's attainment of the limiting age.

Subject to the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, insurance will continue while such Child:

- remains incapable of self-sustaining employment because of a mental or physical handicap; and
- continues to qualify as a Child, except for the age limit.

### **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 Your employer for information regarding such legally mandated leave of absence laws.

### **AT THE POLICYHOLDER'S OPTION**

The Policyholder has elected to continue insurance by collecting premiums from Members who cease Active Work in an eligible class for any of the reasons specified below.

1. if You cease Active Work due to retirement, there is no time limit;
2. if You cease Active work due to disability, there is no time limit;
3. if You cease Active Work due to a leave of absence, there is no time limit; and
4. if You cease Active Work due to a furlough, the time limit is the later of 24 months from the date of furlough or December 31, 2004.

If You cease Active Work for any reason, You should contact Allied Pilots Association immediately to determine what arrangements, if any, have been made to continue any of Your insurance.

At the end of any of the continuation periods listed above, Your insurance will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be insured under the Group Policy;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your insurance will end in accordance with the DATE YOUR INSURANCE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

If Your insurance ends, Your Dependents' insurance will also end in accordance with the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS.

### **Option To Convert**

In addition to the section entitled Continuation of Insurance options described above, You may have the right to convert to a policy of individual life insurance. We urge You to read the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU and LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS.

## EVIDENCE OF INSURABILITY

We require evidence of insurability satisfactory to Us as follows:

1. in order to become covered for an amount of Optional Life Insurance greater than the Non-Medical Issue Amount as shown in the SCHEDULE OF BENEFITS.  
If You do not give Us evidence of Your insurability, or if such evidence of insurability is not accepted by Us as satisfactory, the amount of Your Optional Life Insurance will be limited to the Non-Medical Issue Amount.
2. if You make a late request for Optional Life Insurance. A late request is one made more than 12 months after You become eligible.  
If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, You will not be covered for Optional Life Insurance.
3. in order to become covered for an amount of Optional Dependent Life Insurance for Your Dependent Spouse.  
If You do not give Us evidence of Your insurability, or if such evidence of insurability is not accepted by Us as satisfactory, Your Dependent Spouse will not be covered for Optional Dependent Life Insurance.
4. if You make a request to increase the amount of Optional Dependent Life Insurance for Your Dependent Spouse.  
If You do not give Us evidence of the insurability or if such evidence of insurability is not accepted by Us as satisfactory, the amount of Optional Dependent Life Insurance for Your Dependent Spouse will not be increased.

The evidence of insurability is to be given at Your expense.

## **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.

### **PAYMENT OF FUNERAL EXPENSES**

We may, at Our option, deduct part of the Optional Life Insurance payable to the Beneficiary for the purpose of reimbursing any person who incurred funeral expenses for Your death. We may make such payment after We receive Proof that such expenses were incurred. The payment will be equal to the expense incurred, up to the maximum of \$250.

## **LIFE INSURANCE: FOR YOUR DEPENDENTS**

If a Dependent dies, Proof of the Dependent's 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 Optional Dependent Life Insurance in effect on the life of such Dependent on the date of death.

### **PAYMENT OPTIONS**

We will pay the Optional Dependent 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: ACCELERATED BENEFIT OPTION (ABO) FOR YOU

For purposes of this section, the term “ABO Eligible Life Insurance” refers to each of Your Life Insurance benefits for which the Accelerated Benefit Option is shown as available in the SCHEDULE OF BENEFITS.

If You become Terminally Ill, You or Your legal representative have the option to request Us to pay ABO Eligible Life Insurance before Your death. This is called an accelerated benefit. The request must be made while ABO Eligible Life Insurance is in effect.

**Terminally Ill** or **Terminal Illness** means that due to injury or sickness, You are expected to die within 12 months.

### Requirements For Payment of an Accelerated Benefit

Subject to the conditions and requirements of this section, We will pay an accelerated benefit to You or Your legal representative if:

- the amount of each ABO Eligible Life Insurance benefit to be accelerated equals or exceeds \$10,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that You are Terminally Ill.

We will only pay an accelerated benefit for each ABO Eligible Life Insurance benefit once.

### Proof of Your Terminal Illness

We will require the following Proof of Your Terminal Illness:

- a completed accelerated benefit claim form;
- a signed Physician's certification that You are Terminally Ill; and
- an examination by a Physician of Our choice, at Our expense, if We request it.

You or Your legal representative should contact the Policyholder to obtain a claim form and information regarding the accelerated benefit.

Upon Our receipt of Your request to accelerate benefits, We will send You a letter with information about the accelerated benefit payment You requested. Our letter will describe the amount of the accelerated benefits We will pay and the amount of Life Insurance remaining after the accelerated benefit is paid.

### Accelerated Benefit Amount

We will pay an accelerated benefit up to the percentage shown in the SCHEDULE OF BENEFITS for each ABO Eligible Life Insurance benefit in effect for You, subject to the following:

**Maximum Accelerated Benefit Amount.** The maximum amount We will pay for each ABO Eligible Life Insurance benefit is shown in the SCHEDULE OF BENEFITS.

**Scheduled Reduction of an ABO Eligible Life Insurance Benefit.** If an ABO Eligible Life Insurance benefit is scheduled to reduce within the 12 month period after the date You or Your legal representative request an accelerated benefit, We will calculate the accelerated benefit using the amount of such ABO Eligible Life Insurance that will be in effect immediately after the reduction(s) scheduled for such period.

**Scheduled End of an ABO Eligible Life Insurance Benefit.** If an ABO Eligible Life Insurance benefit is scheduled to end within 12 months after the date You or Your legal representative request an accelerated benefit, We will not pay an accelerated benefit for such ABO Eligible Life Insurance benefit.

**Previous Conversion of an ABO Eligible Life Insurance Benefit.** We will not pay an accelerated benefit for any amount of ABO Eligible Life Insurance which You previously converted under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

We will pay the accelerated benefit in one sum unless You or Your legal representative select another payment mode.



## LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU (continued)

### Effect of Payment of an Accelerated Benefit

**On Contribution for Your Life Insurance.** After We pay the accelerated benefit, any future contributions for Life Insurance You are required to pay will be waived.

**On Your Life Insurance at Your death.** The amount of Life Insurance that We will pay at Your death will be decreased by the amount of the accelerated benefit paid by Us.

**On Your Life Insurance at conversion.** The amount to which You are entitled to convert under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU will be decreased by the amount of the accelerated benefit paid by Us.

**On Your Accidental Death and Dismemberment Insurance.** Payment of an accelerated benefit will not affect Your Accidental Death and Dismemberment Insurance.

### Date Your Option to Accelerate Benefits Ends

The accelerated benefit option will end on the earliest of:

- the date the ABO Eligible Life Insurance ends;
- the date You or Your legal representative assign all ABO Eligible Life Insurance; or
- the date You or Your legal representative have accelerated all ABO Eligible Life Insurance benefits.

## LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR SPOUSE

If Your Spouse becomes Terminally Ill, You or Your legal representative have the option to request Us to pay Life Insurance for Your Spouse before Your Spouse's death. This is called an accelerated benefit. The request must be made while Life Insurance for Your Spouse is in effect.

**Terminally Ill** or **Terminal Illness** means that due to injury or sickness, Your Spouse is expected to die within 12 months.

### Requirements For Payment of an Accelerated Benefit

Subject to the conditions and requirements of this section, We will pay an accelerated benefit to You or Your legal representative if:

- the amount of Life Insurance for the Terminally Ill Spouse equals or exceeds \$10,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that Your Spouse is Terminally Ill.

We will only pay an accelerated benefit for Life Insurance for Your Spouse once.

### Proof of Your Spouse's Terminal Illness

We will require the following Proof of Your Spouse's Terminal Illness:

- a completed accelerated benefit claim form;
- a signed Physician's certification that Your Spouse is Terminally Ill; and
- an examination by a Physician of Our choice, at Our expense, if We request it.

You or Your legal representative should contact the Policyholder to obtain a claim form and information regarding the accelerated benefit.

Upon Our receipt of Your request to accelerate benefits, We will send You a letter with information about the accelerated benefit payment You requested. Our letter will describe the amount of the accelerated benefits We will pay and the amount of Life Insurance remaining after the accelerated benefit is paid.

### Accelerated Benefit Amount

We will pay an accelerated benefit up to the percentage shown in the SCHEDULE OF BENEFITS for the amount of Life Insurance in effect for a Terminally Ill Spouse, subject to the following:

**Maximum Accelerated Benefit Amount.** The maximum amount We will pay is shown in the SCHEDULE OF BENEFITS.

**Scheduled Reduction of Life Insurance for a Terminally Ill Spouse.** If the Life Insurance in effect for a Terminally Ill Spouse is scheduled to reduce within the 12 month period after the date You or Your legal representative request an accelerated benefit, We will calculate the accelerated benefit using the amount of Life Insurance that will be in effect for Your Spouse immediately after the reduction(s) scheduled for such period.

**Scheduled end of Life Insurance for a Terminally Ill Spouse.** If the Life Insurance in effect for a Terminally Ill Spouse is scheduled to end within 12 months after the date You or Your legal representative request an accelerated benefit, We will not pay an accelerated benefit.

We will pay the accelerated benefit in one sum unless You or Your legal representative select another payment mode.

## **LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR SPOUSE (continued)**

### **Effect of Payment of an Accelerated Benefit**

**On Contribution for Life Insurance.** After We pay the accelerated benefit, any future contributions for Life Insurance You are required to pay for Life Insurance for Your Spouse will be waived.

**On Payment of Life Insurance at a Dependent's death.** The amount of Life Insurance that We will pay at death of Your Spouse for whom We paid an accelerated benefit will be decreased by the amount of the accelerated benefit paid by Us for such Dependent.

**On Life Insurance at conversion.** The amount to which Your Spouse for whom We paid an accelerated benefit is entitled to convert under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS provision will be decreased by the amount of the accelerated benefit paid by Us for Your Spouse.

**On Your Dependents' Accidental Death and Dismemberment Insurance.** Payment of an accelerated benefit will not affect Your Dependents' Accidental Death and Dismemberment Insurance.

### **Date Your Option to Accelerate Benefits Ends**

The accelerated benefit option for Your Spouse will end on the earliest of:

- the date Life Insurance for Your Spouse ends;
- the date Your rights in Life Insurance for Your Spouse are assigned; or
- the date You or Your legal representative have accelerated all Dependent Life Insurance benefits.

## **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 3 continuous years and the Group Policy has been in effect for at least 5 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 3 continuous years and the Group Policy has been in effect for at least 5 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;
- 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;

## **LIFE INSURANCE: CONVERSION OPTION FOR YOU (continued)**

- C. if insurance ends:
- due to the end of Your employment or because You cease to be in an eligible class, the new policy may be on any form then customarily offered by Us; at Your option, the new policy may be preceded by a one year term policy; or
  - for other reasons or is reduced, 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 32<sup>nd</sup> 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.

## **LIFE INSURANCE: CONVERSION OPTION FOR YOUR SPOUSE**

If life insurance for Your Spouse ends or is reduced for any of the reasons stated below, You or that Dependent will have the option to buy from Us an individual policy of life insurance on the life of Your Spouse (“new policy”) 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 Spouse’s insurability will not be required.

### **When You or Your Spouse Will Have the Option to Convert**

You will have the option to convert life insurance for Your Spouse when:

A. life insurance for Your Spouse 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 Your Spouse for at least 3 continuous years and the Group Policy has been in effect for at least 5 years; or
- this Group Policy is amended to end all life insurance for Dependents for an eligible class of which You are a member, provided You have been insured for life insurance for Your Spouse for at least 3 continuous years and the Group Policy has been in effect for at least 5 years; or

B. life insurance for Your Spouse 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.

A Dependent will have the option to convert when:

- life insurance for such Dependent ends because that Dependent ceases to qualify as a Dependent as defined in this certificate, or
- You die.

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

Your Spouse will have the option to convert if Life Insurance for Your Spouse ends because of Your death.

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

You must notify the Policyholder in the event that a Dependent ceases to qualify as a Dependent as defined in this certificate.

### **Application Period**

If You or Your Spouse opt to convert as stated above, We must receive a completed conversion application form within the Application Period described below.

If Written notice of the option to convert is given within 15 days before or after the date life insurance for a Dependent 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 Written notice of the option to convert is given more than 15 days after the date life insurance for Your Spouse 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 Life Insurance for Your Spouse ends or is reduced.

## **LIFE INSURANCE: CONVERSION OPTION FOR YOUR SPOUSE (continued)**

### **Option Conditions**

The option to convert is subject to the following:

- A. Our receipt within the Application Period of:
  - a Written application for the new policy for Your Spouse; and
  - the premium due for such new policy;
- B. the premium rates for the new policy will be based on:
  - Our rates then in use;
  - the form and amount of insurance which is applied for;
  - Your Spouse's class of risk; and
  - the Dependent's age;
- C. If Life Insurance for Your Spouse ends:
  - due to the end of Your employment or because You cease to be in an eligible class, the new policy may be on any form then customarily offered by Us; at Your Spouse's option, the new policy may be preceded by a one year term policy; or
  - for other reasons or is reduced, 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, waiver of premium benefit or any other rider or additional benefit; and
- E. the new policy will take effect on the 32<sup>nd</sup> day after the date Life Insurance for Your Spouse ends or is reduced; this will be the case regardless of the duration of the Application Period.

### **Maximum Amount of the New Policy**

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

- the amount of Life Insurance for Your Spouse that ends under this Group Policy less the amount of life insurance for Your Spouse 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 life insurance for a Dependent ends or is reduced due to the Policyholder's organizational restructuring, the maximum amount of insurance that may be elected for the new policy is the amount of life insurance for the Dependent that ends under this Group Policy less the amount of life insurance for dependents 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 for a Dependent 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 for a Dependent that ends under this Group Policy.

### **ADDITIONAL PROVISIONS IF YOUR SPOUSE DIES**

#### **If Your Spouse Dies Within the 31 Days After Life Insurance for Your Spouse Ends Or Is Reduced**

If Your Spouse dies within 31 days after the date life insurance for Your Spouse ends or is reduced by an amount eligible for convert, Proof of Your Spouse's 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 Your Spouse that could have been converted.

The amount that could have been converted will not be paid as insurance under both a new individual conversion policy and the Group Policy.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

You must pay the life insurance premium to be eligible for Voluntary Accidental Death and Dismemberment Insurance. An additional premium is required for Voluntary Accidental Death and Dismemberment Insurance.

If You or a Dependent sustain an accidental injury that is the Direct and Sole Cause of a Covered Loss described in the SCHEDULE OF BENEFITS, Proof of the accidental injury and Covered Loss must be sent to Us. When We receive such Proof We will review the claim and, if We approve it, We will pay the insurance in effect on the date of the injury within 60 days of Our receipt of such proof.

**Direct and Sole Cause** means that the Covered Loss occurs within 90 days of the date of the accidental injury and was a direct result of the accidental injury, independent of other causes. However, if the loss is due to quadriplegia, paraplegia, or hemiplegia, the Direct and Sole Cause means that the Covered Loss occurs within 365 days of the date of the accidental injury and was a direct result of the accidental injury, independent of other causes.

We will deem a loss to be the direct result of an accidental injury if it results from unavoidable exposure to the elements and such exposure was a direct result of an accident.

### PRESUMPTION OF DEATH

You and/or a Dependent will be presumed to have died as a result of an accidental injury if the aircraft or other vehicle in which You and/or a Dependent were traveling disappears, sinks, or is wrecked and the body of the person who has disappeared is not found within 1 year.

### EXCLUSIONS

We will not pay benefits under this section for any loss caused or contributed to by:

1. physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
2. infection, other than infection occurring in an external accidental wound;
3. suicide or attempted suicide;
4. intentionally self-inflicted injury or any attempt to inflict such injuries;
5. full-time active duty in the armed forces of any country or international authority for more than 30 days, except the United States National Guard or Reserves active duty for training;
6. travel or flight in any vehicle or device for aerial navigation including boarding or alighting there from:
  - while being used for experimental purposes (performing test flights as a pilot for or on behalf of American Airlines are covered under this Voluntary Accidental Death and Dismemberment coverage); or
  - while operating, learning to operate, or serving as a crewmember in an aircraft other than an aircraft owned or operated by or on behalf of American Airlines;
7. committing or attempting to commit a felony;
8. the voluntary intake or use by any means of:
  - any drug, medication or sedative, unless it is:
    - taken or used as prescribed by a Physician; or
    - an "over the counter" drug, medication or sedative taken as directed;
  - alcohol in combination with any drug, medication, or sedative; or
  - poison, gas, or fumes; or
9. war, whether declared or undeclared; or act of war, insurrection, rebellion or active participation in a riot.



## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

### **COMMON DISASTER**

If You and Your Spouse are injured in the same accident and die within 365 days as a result of injuries in such accident, the Full Amount that we will pay for Your Spouse's loss of life will be increased to equal the Full Amount payable for Your loss of life.

### **BENEFIT PAYMENT**

For loss of Your life, We will pay benefits to Your Beneficiary.

For any other loss sustained by You, or for any loss sustained by a Dependent, We will pay benefits to You.

If You or a Dependent sustain more than one Covered Loss due to an accidental injury, the amount We will pay, on behalf of any such injured person, will not exceed the Full Amount.

We will pay benefits 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.

If You and any Dependent die within a 24 hour period, We will pay the Dependent's Accidental Death and Dismemberment Insurance to the Beneficiary receiving payment of Your Accidental Death and Dismemberment Insurance including payment of any Additional Benefits, or We may pay Your estate. If a Beneficiary is a minor or is incompetent to receive payment, We will pay that person's guardian.

### **APPLICABILITY OF PROVISIONS**

The provisions set forth in this ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section apply to all Accidental Death and Dismemberment Insurance – Additional Benefit sections included in this certificate except as may otherwise be provided in such Additional Benefit sections.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

### ADDITIONAL BENEFIT: SEAT BELT USE

If You or a Dependent die as a result of an accidental injury, We will pay this additional Seat Belt Use benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the deceased person:
  - was in an accident while driving or riding as a passenger in a Passenger Car;
  - was wearing a Seat Belt which was properly fastened at the time of the accident; and
  - died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened. A copy of such certification must be submitted to Us with the claim for benefits.

**Passenger Car** means any validly registered four-wheel private passenger car, four-wheel drive vehicle, sports-utility vehicle, pick-up truck or mini-van. It does not include any commercially licensed car, any private car being used for commercial purposes, or any vehicle used for recreational or professional racing.

**Seat Belt** means any restraint device that:

- meets published United States Government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

**The term includes** any child restraint device that meets the requirements of state law.

### BENEFIT AMOUNT

The Seat Belt Use benefit is an additional benefit equal to 20% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than \$1,000 or more than \$25,000.

### BENEFIT PAYMENT

For loss of Your life, We will pay benefits to Your Beneficiary.

For loss of a Dependent's life, We will pay benefits to You.

If no Beneficiary is available, please refer to the section entitled Beneficiary under GENERAL PROVISIONS for more information.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

### **ADDITIONAL BENEFIT: AIR BAG USE**

If You or a Dependent die as a result of an accidental injury, We will pay this additional benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the deceased person:
  - was in an accident while driving or riding as a passenger in a Passenger Car equipped with an Air Bag(s);
  - was riding in a seat protected by an Air Bag;
  - was wearing a Seat Belt which was properly fastened at the time of the accident; and
  - died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened and that the Passenger Car in which the deceased was traveling was equipped with Air Bags. A copy of such certification must be submitted to Us with the claim for benefits.

**Passenger Car** means any validly registered four-wheel private passenger car, four-wheel drive vehicle, sports-utility vehicle, pick-up truck or mini-van. It does not include any commercially licensed car, any private car being used for commercial purposes, or any vehicle used for recreational or professional racing.

**Seat Belt** means any restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

**The term includes** any child restraint device that meets the requirements of state law.

**Air Bag** means an inflatable restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

### **BENEFIT AMOUNT**

The Air Bag Use Benefit is an additional benefit equal to 5% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than \$1,000 or more than \$10,000.

### **BENEFIT PAYMENT**

For loss of Your life, We will pay benefits to Your Beneficiary.

For a loss of a Dependent's life, We will pay benefits to You.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

### **ADDITIONAL BENEFIT: CHILD CARE**

If You die as a result of an accidental injury, We will pay this additional Child Care benefit if:

1. We pay a benefit for loss of such person's life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that:
  - on the date of death a Child was enrolled in a Child Care Center; or
  - within 12 months after the date of death a Child was enrolled in a Child Care Center.

**Child Care Center** means a facility that:

- is operated and licensed according to the law of the jurisdiction where it is located; and
- provides care and supervision for children in a group setting on a regularly scheduled and daily basis.

### **BENEFIT AMOUNT**

For each Child who qualifies for this benefit, We will pay an amount equal to the Child Care Center charges incurred for a period of up to 4 consecutive years, not to exceed:

- an annual maximum of \$5,000; and
- an overall maximum of 12% of the Full Amount shown in the SCHEDULE OF BENEFITS.

In the event that both You and Your Spouse die such that each death would cause a payment to be made for a Child under this Additional Benefit, the following rules apply:

- the annual maximum will be 2 times the amount stated above;
- the overall maximum will be equal to the stated percentage applied to the sum of the Full Amounts shown in the SCHEDULE OF BENEFITS for both You and Your Spouse; and
- in no event will the amount paid under all Child Care benefits exceed the amount of Child Care charges incurred.

We will not pay for Child Care Center charges incurred after the date a Child attains age 12.

We may require Proof of the Child's continued enrollment in a Child Care Center during the period for which a benefit is claimed.

### **BENEFIT PAYMENT**

We will pay this benefit quarterly when We receive Proof that Child Care Center charges have been paid. Payment will be made to the person who pays such charges on behalf of the Child.

If this benefit is in effect on the date You die and there is no Child who could qualify for it, We will pay \$1,000 to Your Beneficiary in one sum.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

### **ADDITIONAL BENEFIT: CHILD EDUCATION**

If You die as a result of an accidental injury, We will pay this additional Child Education benefit if:

1. We pay a benefit for loss of such person's life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that on the date of death a Child was:
  - enrolled as a full-time student in an accredited college, university or vocational school above the 12th grade level; or
  - at the 12th grade level and, within one year after the date of death, enrolls as a full-time student in an accredited college, university or vocational school.

### **BENEFIT AMOUNT**

For each Child who qualifies for this benefit, We will pay an amount equal to the tuition charges incurred for a period of up to 4 consecutive academic years, not to exceed:

- an academic year maximum of \$10,000; and
- an overall maximum of 20% of the Full Amount shown in the SCHEDULE OF BENEFITS.

In the event that both You and Your Spouse die such that each death would cause a payment to be made for a Child under this Additional Benefit, the following rules apply:

- the academic year maximum will be 2 times the amount stated above;
- the overall maximum will be equal to the stated percentage applied to the sum of the Full Amounts shown in the SCHEDULE OF BENEFITS for both You and Your Spouse; and
- in no event will the amount paid under all Child Education benefits exceed the amount of tuition incurred.

We may require Proof of the Child's continued enrollment as a full-time student during the period for which a benefit is claimed.

### **BENEFIT PAYMENT**

We will pay this benefit semi-annually when We receive Proof that tuition charges have been paid. Payment will be made to the person who pays such charges on behalf of the Child.

If this benefit is in effect on the date of death and there is no Child who could qualify for it, We will pay \$1,000 to Your Beneficiary in one sum.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

### **ADDITIONAL BENEFIT: SPOUSE EDUCATION**

If You die as a result of an accidental injury, We will pay this additional Spouse Education benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that:
  - on the date of Your death, Your Spouse was enrolled in an accredited school; or
  - within 12 months after the date of Your death, Your Spouse enrolls in an accredited school.

### **BENEFIT AMOUNT**

We will pay an amount equal to the tuition charges incurred for a period of up to 1 academic year, not to exceed:

- an academic year maximum of \$5,000; and
- an overall maximum of 3% of the Full Amount shown in the SCHEDULE OF BENEFITS.

We may require Proof of the Spouse's continued enrollment during the period for which a benefit is claimed.

### **BENEFIT PAYMENT**

We will pay this benefit semi-annually when We receive Proof that tuition charges have been paid. Payment will be made to the Spouse.

If this benefit is in effect on the date You die and there is no Spouse who could qualify for it, We will pay \$1,000 to Your Beneficiary in one sum.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

### **ADDITIONAL BENEFIT: HOSPITAL CONFINEMENT**

Subject to the provisions of the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE, We will pay this additional benefit if:

1. We receive Proof that You or a Dependent are confined in a Hospital as a result of an accidental injury which is the direct cause of such confinement independent of other causes; and
2. this benefit is in effect on the date of the injury.

### **BENEFIT AMOUNT**

We will pay an amount for each full month of Hospital Confinement equal to the lesser of:

- 1% of the Full Amount shown in the SCHEDULE OF BENEFITS; and
- \$2,500.

We will pay this benefit on a monthly basis beginning on the 5th day of confinement, for up to 12 months of continuous confinement. This benefit will be paid on a pro-rata basis for any partial month of confinement.

We will only pay benefits for one period of continuous confinement for any accidental injury. That period will be the first period of confinement that qualifies for payment.

### **BENEFIT PAYMENT**

Benefit payments will be made monthly. Payment will be made to You.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

### **ADDITIONAL BENEFIT: COMMON CARRIER**

If You or a Dependent die as a result of an accidental injury, We will pay this additional benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the injury resulting in the deceased's death occurred while traveling in a Common Carrier.

### **BENEFIT AMOUNT**

The Common Carrier Benefit is shown in the SCHEDULE OF BENEFITS.

### **BENEFIT PAYMENT**

For loss of Your life, We will pay benefits to Your Beneficiary.

For a loss of a Dependent's life, We will pay benefits to You.



## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

### **ADDITIONAL BENEFIT: WORKPLACE FELONIOUS ASSAULT**

We will pay this additional benefit if:

1. We pay a benefit for a loss resulting from an accidental injury to You, under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. We receive Proof that the accidental injury was caused by a Felonious Assault committed at Your employer's place of business
3. the Felonious Assault must be committed by someone other than You;
3. this benefit is in effect on the date of the injury.

**Felonious Assault** means an assault committed during the commission of a felony as defined by the laws of the jurisdiction in which the act was committed.

### **BENEFIT AMOUNT**

We will pay an amount equal to the lesser of:

- 20% of the Full Amount shown in the SCHEDULE OF BENEFITS; or
- \$20,000.

### **BENEFIT PAYMENT**

We will pay this benefit in one sum to You, if alive, otherwise to Your Beneficiary.

## **FILING A CLAIM**

### **CLAIMS FOR LIFE INSURANCE BENEFITS**

When there has been the death of an insured person, notify the Benefits Department of the Allied Pilots Association or the Administrator to obtain a claimant statement form. For the purpose of this section, the Administrator is the party designated by the Policyholder to maintain certain records needed to administer the insurance provided under this certificate. Return the completed claimant statement form with the required Proof to the Administrator. The Administrator will certify Your insurance under the Group Policy and send the certified claimant statement form and Proof to Us.

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. The benefit amount may be reduced by the amount of any due and unpaid contributions to premium outstanding at the time We make payment.

## **FILING A CLAIM**

### **CLAIMS FOR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

When there has been a Covered Loss, notify the Benefits Department of the Allied Pilots Association or the Administrator. For the purpose of this section, the Administrator is the party designated by the Policyholder to maintain certain records needed to administer the insurance provided under this certificate. This notice should be given to the Administrator as soon as is reasonably possible but in any case within 20 days of the Covered Loss. The claim form will be sent to You or the beneficiary or beneficiaries of record.

The claim form should be completed and sent along with Proof of the Covered Loss to Us as instructed on the claim form. If You or the beneficiary have not received a claim form within 15 days of giving notice of the claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

The claimant must give us Proof no later than 90 days after the date of the Covered Loss.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice or Proof are given as soon as is reasonably possible.

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. The benefit amount may be reduced by the amount of any due and unpaid contributions to premium outstanding at the time We make payment.

**Time Limit on Legal Actions.** A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required.

## 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.

You may have made an irrevocable assignment under a group policy that the Group Policy replaces. In this case, We will recognize the assignee(s) under such assignment as owners of Your right, title and interest under 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, the assignee(s) and the Policyholder; and
3. the Written form is delivered to Us for recording.

### 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 Administrator using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to the Claims processor 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 Beneficiary at Your death, We will determine the Beneficiary according to the following order:

1. Your Spouse, if alive;
2. Your child(ren), if there is no surviving Spouse;
3. Your parent(s), if there is no surviving child;
4. Your sibling(s), if there is no surviving parent; or
5. Your estate, if there is no surviving sibling.

If no survivor, We will 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.

## GENERAL PROVISIONS (continued)

For Your Life Insurance for Your Dependents, We will pay You as the Beneficiary if alive. If you are not alive, We will determine the Beneficiary according to the following order:

1. Your Spouse, if alive;
2. Your child(ren), if there is no surviving Spouse;
3. Your parent(s), if there is no surviving child;
4. Your sibling(s), if there is no surviving parent; or
5. Your estate, if there is no surviving sibling.

Any payment made in good faith will discharge our liability to the extent of such payment.

If You and any Dependent die within a 24 hour period, We will pay the Dependent's Life Insurance to the Beneficiary receiving payment of your Life Insurance or We may pay Your estate. If a Beneficiary or a payee is a minor or incompetent to receive payment, We will pay that person's guardian.

### Suicide

#### For Optional Life

**If You commit suicide** within 2 years from the date Life Insurance for You takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary; and
- any premium paid by the Policyholder will be returned to the Policyholder.

**If You commit suicide** within 2 years from the date an increase in Your Life Insurance takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

#### For Optional Dependent Life

**If a Dependent commits suicide** within 2 years from the date Life Insurance for such Dependent takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary; and
- any premium paid by the Policyholder will be returned to the Policyholder.

**If a Dependent commits suicide** within 2 years from the date an increase in Life Insurance for such Dependent takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

### 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.

#### **For Life Insurance**

We will not use Your statements which relate to insurability to contest life 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.

#### **For Accidental Death and Dismemberment Insurance**

We will not use Your statements which relate to insurability to contest Accidental Death and Dismemberment Insurance after it has been in force for 2 years during Your life, unless the statement is fraudulent. 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, unless the statement is fraudulent.

### **Misstatement of Age**

If Your or Your Dependent's 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.

### **Physical Exams**

If a claim is submitted for insurance benefits other than life insurance benefits, We have the right to ask the insured to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

### **Autopsy**

We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.

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

Metropolitan Life Insurance Company  
Metropolitan Tower Life Insurance Company  
SafeGuard Health Plans, Inc.  
Delaware American Life Insurance Company  
MetLife Health Plans, Inc.  
SafeHealth Life Insurance Company

## Our Privacy Notice

We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. “Personal information” as used here means anything we know about you personally.

### 1. Plan Sponsors and Group Insurance Contract Holders

This privacy notice is for individuals who apply for or obtain our products and services under an employee benefit plan, group insurance or annuity contract, or as an executive benefit. In this notice, “you” refers to these individuals.

### 2. Protecting Your Information

We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

### 3. Collecting Your Information

We typically collect your name, address, age, and other relevant information. We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life, car, and home insurers. They also include a legal plans company, and a securities broker-dealer. In the future, we may also have affiliates in other businesses.

### 4. How We Get Your Information

We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don't control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

We may ask for medical information. The Authorization that you sign when you request insurance permits these sources to tell us about you. We may also, at our expense:

- Ask for a medical exam
- Ask for blood and urine tests
- Ask health care providers to give us health data, including information about alcohol or drug abuse

We may also ask a consumer reporting agency for a “consumer report” about you (or anyone else to be insured). Consumer reports may tell us about a lot of things, including information about:

- Reputation
- Driving record
- Finances
- Work and work history
- Hobbies and dangerous activities

The information may be kept by the consumer reporting agency and later given to others as permitted by law. The agency will give you a copy of the report it provides to us, if you ask the agency and can provide adequate identification. If you write to us and we have asked for a consumer report about you, we will tell you so and give you the name, address and phone number of the consumer reporting agency.

Another source of information is MIB Group, Inc. (“MIB”). It is a non-profit association of life insurance companies. We and our reinsurers may give MIB health or other information about you. If you apply for life or health coverage from another member of MIB, or claim benefits from another member company, MIB will give that company any information that it has about you. If you contact MIB, it will tell you what it knows about you. You have the right to ask MIB to correct its information about you. You may do so by writing to MIB, Inc., 50 Braintree Hill, Suite 400, Braintree, MA 02184-8734, by calling MIB at (866) 692-6901, or by contacting MIB at [www.mib.com](http://www.mib.com).

### 5. Using Your Information

We collect your personal information to help us decide if you're eligible for our products or services. We may also need it to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what



products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

- administer your products and services
- perform business research
- market new products to you
- comply with applicable laws
- process claims and other transactions
- confirm or correct your information
- help us run our business

## 6. Sharing Your Information With Others

We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor. Before sharing your information with any affiliate or joint marketing partner for their own marketing purposes, however, we will first notify you and give you an opportunity to opt out.

Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
- telling another company what we know about you if we are selling or merging any part of our business
- giving information to a governmental agency so it can decide if you are eligible for public benefits
- giving your information to someone with a legal interest in your assets (for example, a creditor with a lien on your account)
- giving your information to your health care provider
- having a peer review organization evaluate your information, if you have health coverage with us
- those listed in our “Using Your Information” section above

## 7. HIPAA

We will not share your health information with any other company – even one of our affiliates – for their own marketing purposes. The Health Insurance Portability and Accountability Act (“HIPAA”) protects your information if you request or purchase dental, vision, long-term care and/or medical insurance from us. HIPAA limits our ability to use and disclose the information that we obtain as a result of your request or purchase of insurance. Information about your rights under HIPAA will be provided to you with any dental, vision, long-term care or medical coverage issued to you.

You may obtain a copy of our HIPAA Privacy Notice by visiting our website at [www.MetLife.com](http://www.MetLife.com). For additional information about your rights under HIPAA; or to have a HIPAA Privacy Notice mailed to you, contact us at [HIPAAprivacyAmericasUS@metlife.com](mailto:HIPAAprivacyAmericasUS@metlife.com), or call us at telephone number (212) 578-0299.

## 8. Accessing and Correcting Your Information

You may ask us for a copy of the personal information we have about you. Generally, we will provide it as long as it is reasonably locatable and retrievable. You must make your request in writing listing the account or policy numbers with the information you want to access. For legal reasons, we may not show you privileged information relating to a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

## 9. Questions

We want you to understand how we protect your privacy. If you have any questions or want more information about this notice, please contact us. When you write, include your name, address, and policy or account number.

**Send privacy questions to:**

MetLife Privacy Office  
P. O. Box 489  
Warwick, RI 02887-9954  
[privacy@metlife.com](mailto:privacy@metlife.com)

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of the MetLife companies listed at the top of the first page.

THIS SUMMARY PLAN DESCRIPTION IS EXPRESSLY MADE PART OF THE ALLIED PILOTS ASSOCIATION TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN AND IS LEGALLY ENFORCEABLE AS PART OF THE PLAN WITH RESPECT TO ITS TERMS AND CONDITIONS. IN THE EVENT THERE IS NO OTHER PLAN DOCUMENT, THIS DOCUMENT SHALL SERVE AS A SUMMARY PLAN DESCRIPTION AND SHALL ALSO CONSTITUTE THE PLAN.

### ERISA INFORMATION

#### NAME AND ADDRESS OF POLICYHOLDER AND PLAN ADMINISTRATOR

Allied Pilots Association  
14600 Trinity Boulevard, Suite 500  
Fort Worth, TX 76155  
817-302-2200

**EMPLOYER IDENTIFICATION NUMBER:** 13-1982245

PLAN NUMBER	COVERAGE	PLAN NAME
507	Life and Voluntary Accidental Death and Dismemberment Insurance	Allied Pilots Association Group Term Life Insurance Plan for Employees and Retired Employees

#### TYPE OF ADMINISTRATION

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

MetLife is liable for all life and accidental death and dismemberment insurance.

#### 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 arising under those portions of the Plan insured by MetLife, service of legal process may be made upon MetLife at one of its local offices, or upon the supervisory official of the Insurance Department in the state in which you reside.

#### ELIGIBILITY FOR INSURANCE; DESCRIPTION OR SUMMARY OF BENEFITS

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

#### PLAN TERMINATION OR CHANGES

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

The Policyholder reserves the right to change or terminate the Plan at any time. Therefore, there is no guarantee that you will be eligible for the insurance 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 insurance ends in accordance with the DATE YOUR INSURANCE ENDS and DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsections 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 Optional Life Insurance, Voluntary Accidental Death and Dismemberment Insurance and Optional Dependent Life Insurance coverage, 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 January 1st and ending on the following December 31st.

## **CLAIMS INFORMATION**

### **Procedures for Presenting Claims for Life and Accidental Death and Dismemberment Benefits**

All claim forms needed to file for benefits under the group insurance program can be obtained from the Policyholder who will also be ready to answer questions about the insurance benefits and to assist the claimant in filing claims. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

### **Routine Questions**

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

### **Claim Submission**

In submitting claims for life and accidental death and dismemberment 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 a claim for Benefits, MetLife will review the claim and notify the claimant of its decision to approve or deny the claim.

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

If MetLife denies the claim in whole or in part, the notification of the claims decision will state the reason why the 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 the claimant's right to bring a civil action if the claim is denied after an appeal.

## **Appealing the Initial Determination**

In the event a claim has been denied in whole or in part, the claimant can request a review of the 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 the claimant received notice of denial of the claim. When requesting a review, the claimant should state the reason the claimant believes the claim was improperly denied and submit in writing any written comments, documents, records or other information the claimant deems appropriate. Upon the claimant's written request, MetLife will provide the claimant 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 the claimant 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 the request for review, unless MetLife notifies the claimant 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 the claimant a final written decision that states the reason(s) why the appealed claim 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 the claimant's right to bring a civil action if the claim is denied after an appeal. Upon written request, MetLife will provide the claimant free of charge with copies of documents, records and other information relevant to the 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, 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 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.

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.

## **FUTURE OF THE PLAN**

It is hoped that This Plan will be continued indefinitely, but Allied Pilots Association 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 Allied Pilots Association 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 Optional 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 Optional 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**