



PILOT MUTUAL AID PLAN

Restated June 1, 2023



**ALLIED PILOTS ASSOCIATION
PILOT MUTUAL AID PLAN
(PMA)**

June 1, 2023

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PILOT MUTUAL AID PLAN**

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**ALLIED PILOTS ASSOCIATION
PILOT MUTUAL AID PLAN**
Amended and Restated Effective June 1, 2023

INTRODUCTION

The Allied Pilots Association (“APA”) has developed the Pilot Mutual Aid Plan (“PMA”), a voluntary plan that is specifically designed to help pilots who have a temporary financial need caused by a qualifying Disability or death.

PMA provides short-term monthly benefit payments to qualified PMA Participants who are Disabled and have completed the Elimination Period.

PMA is your plan. You must follow the procedures and meet the requirements of the Plan, as contained in this booklet, to obtain Disability payments. You should file a claim immediately for any Disability that you incur, regardless of the expected duration of your absence.

The Plan has two major service providers.



NGS Insurance Agency, Inc. (“NGS”) is the PMA Plan Processor and administers all aspects of the Plan except claims (i.e., enrollments, monthly contributions, benefit payments, etc.). If you have any questions about these aspects of the administration of the Plan, please contact NGS at the following address and phone number:

NGS Insurance Agency, Inc.
P.O. Box 830846
Richardson, TX 75083-0846
(800) 298-8793



The Guardian Life Insurance Company (“Guardian”) has been appointed as the PMA Claims Processor and administers initial claims for PMA benefits, as described in the [CLAIMS PROCESSING PROVISIONS](#) section. If you have questions about filing a claim or about a claim determination, contact Guardian at the following address and phone number:

Guardian Life Insurance Company
P.O. Box 14333
Lexington, KY 40512
(866) 543-0090

At the end of this booklet you will find a [DEFINITIONS](#) section defining terms that have a specific meaning for PMA. The first letter of each word of these terms is capitalized throughout this booklet. Please review the [DEFINITIONS](#) section to fully understand the terms in this booklet.

This booklet constitutes the complete and official plan document and summary plan description effective January 1, 2022. It is intended to give you a description of PMA's benefits, how to File a claim for benefits and your rights under PMA. **The terms of this PMA plan document govern all determinations made by the PMA Administrator, in accordance with its discretionary authority under PMA, such as determinations regarding eligibility and benefits payable from PMA. PMA terms may not be amended by verbal representations made by APA, an employee, agent, third-party administrator, or representative of APA and/or PMA, or any other person.** In the event a verbal representation conflicts with any term of PMA, PMA terms will control. APA reserves the right to amend or terminate PMA. These rights are contained in the “[PMA Continuance](#)” subsection.

Please note that, although this booklet is intended to reflect relevant updates made to PMA as of the date indicated herein, it may be necessary for adjustments to be made to PMA administrative requirements, such as applicable claim and appeal filing deadlines, during a time of crisis such as the COVID-19 pandemic. PMA is intended to comply with all such applicable adjustments that are required by law. If you have questions regarding any current adjustments that may be in effect, please contact the APA Benefits Department at (817) 302-2140.

SUMMARY OF PILOT MUTUAL AID PLAN¹

| Monthly Benefit Amounts | Monthly Contribution² |
|---|---|
| \$1,980 | \$45.00 |
| \$2,970 | \$67.50 |
| \$3,960 | \$90.00 |
| Mental or Nervous Disabilities | Maximum of twelve (12) Monthly Disability Benefit Payments per lifetime |
| Chemical Dependency Disabilities | Maximum of twelve (12) Monthly Disability Benefit Payments per lifetime |
| All Other Disabilities | For a Period of Disability, Maximum of twelve (12) Monthly Disability Benefit Payments. |
| Lifetime Maximum | Lifetime Maximum of thirty-six (36) Monthly Disability Benefit Payments regardless of cause. |
| Elimination Period | For a Period of Disability, the "Elimination Period" for benefits begins on the Onset of Disability and ends on the later of: (A) The completion of sixty (60) consecutive days following the Onset of Disability; or (B) The date that the PMA Participant exhausts: (i) the number of sick hours either designated by the PMA Participant or required by the working Agreement prior to receiving Company long term disability benefits; and (ii) any vacation ³ from the Company. |
| Death Benefit | Lesser of: (A) \$5,000; or (B) the balance of the remaining Monthly Disability Benefit Payments during a Period of Disability made as of the date of death; provided that no Death Benefit shall be paid on behalf of a PMA Participant who has been paid twelve (12) Monthly Disability Benefit Payments during the current Period of Disability and who has not subsequently returned to Active Flight Status with the Company. |

¹ PMA Participants must first meet all the conditions under the "When Benefits Are Payable" section under the Basic PMA Provisions section.

² For Apprentice Member Benefit Program Participants, there will be no cost for enrollment at the \$1,980 Monthly Benefit level for the first 12 Months of coverage after the Participant's Membership Date. For Months 13-24 of coverage after the Membership Date, the monthly contribution is discounted by 50%. Apprentice Member Benefit Program Participants will be responsible for paying the full contribution amount for coverage beginning 24 months after the Membership Date.

³ Both current and accrued vacation

ELIGIBILITY AND COVERAGE

Eligibility

A Member is eligible to apply for PMA coverage if, on the date of their initial enrollment application, the Member has not completed five cumulative years of Active Service with the Company. On the Effective Date of Coverage, the Member applying to join, change benefit levels, and participate in PMA must also meet the following requirements:

- (A) Is an Active Member in good standing as defined in the APA Constitution and Bylaws; and
- (B) Holds a first class FAA medical certificate; and
- (C) Does not owe or is not making payments to recover an overpayment of benefits to any APA-sponsored plans.

Enrollment

To enroll in the Plan or to increase your benefit amount, please go to www2.benefitelect.com/apa. Note: For first time users please log into www.alliedpilots.org and go to the Benefits page to obtain your temporary password.

Effective December 1, 2021, the Apprentice Member Benefit Program was closed to new enrollments and only those Plan Participants who elected this plan option on the Membership Application prior to December 1, 2021, may continue to participate. The Monthly Benefit for such members is provided at no cost for the first 12 months of coverage after the Membership Date. An Apprentice Member Benefit Program Participant must provide any necessary banking or other information in accordance with the Plan's standard procedures in order to remain enrolled in the Plan after the first 12 months of coverage, as required to avoid cancellation of Plan coverage.

Re-Enrollment of Previously Terminated PMA Participant

A PMA Participant whose coverage terminates as provided in the "[Termination of Coverage](#)" subsection shall not be eligible to re-enroll in PMA unless the former Participant meets the requirements outlined in paragraphs (A), (B), and (C) of the "Eligibility" subsection above. The former PMA Participant must pay retroactive contributions back to the date coverage was terminated and will be subject to the "General Exclusions, Limitations and Restrictions" subsection based on the PMA Participant's re-enrollment date as the Effective Date of Coverage.

Re-Enrollment of Inactive PMA Participant Returning to Active Flight Status

Inactive PMA Participants returning to Active Flight Status who wish to re-enroll in PMA must apply during the Grace Period and satisfy the requirements outlined in paragraphs (A) and (B) in the "Eligibility" subsection above on the Effective Date of Coverage. Except for those Inactive PMA Participants who continued to make contributions during the period that they were an Inactive PMA Participants (who are not required to re-enroll and resume Participation upon their return to Active Flight Status), Inactive PMA Participants who re-enroll are subject to the "General Exclusions, Limitations, and Restrictions" subsection based on the PMA Participant's re-enrollment date as of the Effective Date of Coverage.

Re-Enrollment of Grandfathered Executive Members / Executive Non-Members

A Member who ceases to be a PMA Participant due to an APA membership status change from Member to Executive Non-Member, or a Grandfathered Executive Member who terminated PMA participation and becomes an Active Member may re-enroll in PMA within six (6) months of satisfying the requirements outlined in paragraphs (A) and (B) in the "Eligibility" subsection above. Coverage shall be effective on the first day of the month coincident with or next following the later of:

- (A) The date the PMA Plan Processor receives a re-enrollment form, provided the pilot has submitted an application for APA membership; or
- (B) The date that the pilot's APA membership status is changed to Member.

Please see the "Inactive Participation Status Table" in the **BASIC PMA PROVISIONS** section of this booklet for a summary of these provisions.

Effective Date of Coverage

An Eligible Member will generally become a PMA Participant on the first day of the month coincident with or next following the day that the Member completes an application, provided that such Member pays the appropriate contribution for coverage. An eligible Apprentice Member Benefit Program Participant's initial Effective Date of Coverage will be the first day of the month following the Participant's Membership Date. With respect to Members other than Apprentice Member Benefit Program Participants, if the Member was not an Eligible Member on the date that would otherwise be the Effective Date of Coverage, then the PMA Administrator will pend the application until the first day of the next following month to verify that the applicant is an Eligible Member at that later date. If the Member is an Eligible Member on such later date, then the Eligible Member's Effective Date of Coverage will be the later date. If the Member is not an Eligible Member on the later date, then the Member's application will be pended until the first day of the subsequent month and the Member will be enrolled on such date. If the Member is not an Eligible Member on this later date, then the Member will have to apply upon return to being an Eligible Member.

The rules described in this "Effective Date of Coverage" subsection apply to both enrollment or re-enrollment in PMA, as well as the Effective Date of Coverage with respect to any increase in a PMA Participant's Monthly Benefit Amount.

Required Contributions

PMA is voluntary and, except as provided under the "[Waiver of Required Contributions](#)" subsection, requires monthly contributions from each PMA Participant. The monthly contribution amount is dependent on the benefit level selected by the PMA Participant as shown in the **SUMMARY OF PILOT MUTUAL AID PLAN** section. PMA contributions shall be reviewed annually by the Board of Directors. The APA National Officers may adjust the amount of the monthly contribution during a year if necessary to meet the commitments of PMA. The BRAB may also periodically adjust the allocation of monthly contributions as required to ensure adequate funding of both the Benefit Reserve and the Expense Reserve.

Each PMA Participant, including Apprentice Member Benefit Program Participants, is required to provide the appropriate authorization and information necessary for required PMA monthly contributions to be collected, using the procedures established by APA. Contributions shall be made using electronic funds transfer through automated clearinghouse ("ACH") transactions. Please note that an Apprentice Member Benefit Program Participant who does not wish to pay applicable contributions after the first 12 months of coverage, as described in the "Waiver of Required Contributions" subsection below, will be required to notify the Plan of the Apprentice Member Benefit Program Participant's election to terminate coverage in a timely manner, in order to avoid automatic deduction of applicable contributions.

A PMA Participant shall be required to make PMA contributions until the earlier of the following:

- (A) The end of the month in which the PMA Participant's coverage terminates under the "[Termination of Coverage](#)" subsection; or
- (B) The date the PMA Participant is not required to make contributions under the "[Waiver of Required Contributions](#)" subsection; or
- (C) Any other period approved by the Board of Directors.

All PMA Participant contributions shall be held in a separate account in the Master Trust and shall be invested in accordance with the investment policy approved by APA. APA or the PMA Plan Processor, as applicable, shall authorize payment from these funds to meet the operating expenses and pay benefits under the terms of the PMA plan, the Master Trust, and any applicable law, including, without limitation, ERISA.

Waiver of Required Contributions

PMA contributions are not required in the following situations:

- (A) After the Elimination Period, for any period for which a Plan Participant is Disabled; or
- (B) The period during which a Furloughed PMA Participant maintains rights of recall with the Company; or

- (C) Upon commencement of a Military Leave of Absence; however, the Participant may elect to continue making contributions if desired; or
- (D) During a Leave of Absence; however, the Participant may elect to continue making contributions if desired; or
- (E) For the period of time after the return to Active Flight Status, and prior to the Participant re-enrolling in PMA; or
- (F) For the period of time beginning with the first day of the month in which the Participant attains the age of 64 years and 10 months; or
- (G) With respect to Apprentice Member Benefit Program Participants who enroll in the Plan in accordance with the Plan's terms:
 1. No contributions will be required for the first 12 months of coverage after such Apprentice Member Benefit Program Participant's Membership Date, in order for the Apprentice Member Benefit Program Participant to receive Plan benefits at the \$1,980 Monthly Benefit Amount, in accordance with the otherwise applicable terms of the Plan;
 2. For months 13 – 24 of coverage after the Membership Date, an Apprentice Member Benefit Program Participant will only be required to pay 50% of the applicable cost to remain enrolled in the Monthly Benefit Amount elected by such Apprentice Member Benefit Program Participant.

Named Beneficiary

Upon enrollment or re-enrollment in PMA, each PMA Participant shall provide a Named Beneficiary to receive a Death Benefit in the event of death while a PMA Participant. Each PMA Participant may change the Participant's Named Beneficiary at any time by filing a completed beneficiary designation form with the PMA Plan Processor. Since the Death Benefit will only be paid to the Named Beneficiary, each PMA Participant is responsible for ensuring that a current Named Beneficiary has been filed with the PMA Plan Processor.

If a PMA Participant has not designated a Named Beneficiary or the Named Beneficiary is no longer living or cannot be located within 90 days of the PMA Participant's date of death, PMA shall pay the Death Benefit to the first class of the PMA Participant's survivors(s) in the following order:

- (A) Spouse
- (B) Child(ren) (including adopted and stepchildren) or their descendants, per stirpes
- (C) Parents
- (D) Siblings
- (E) Estate

Termination of Coverage

Except as otherwise provided, the coverage of any PMA Participant shall automatically cease at midnight on the earliest of the following dates:

- (A) The last day of the month in which the PMA Plan Processor receives written notice of termination from the PMA Participant; or
- (B) The date that the Member's employment with the Company ceases (e.g., resignation, termination, retirement, death, etc.); or
- (C) Except for Grandfathered Executive Members, the date the Member's membership with APA is terminated; or
- (D) The date the Member's pilot certification is suspended or revoked for non-medical reasons (for example, loss of ATP license); or
- (E) The last day for which a required contribution has been paid; or

- (F) Thirty (30) days following the date on the APA certified letter notifying the PMA Participant of: (1) an Overpayment under PMA, or (2) an overpaid benefit under POD, if the PMA Participant fails to return such Overpayment or overpaid benefit, or enter into a Reimbursement Agreement in accordance with the administrative practices established by the BRAB; a copy of those practices is available on request from the PMA Plan Processor; or
- (G) The end of the month following the month a payment is due but unpaid to either PMA or POD in accordance with a Reimbursement Agreement entered into with PMA or POD, unless the PMA Participant can show to the satisfaction of, and in the sole discretion of, the BRAB, that failure to make such payment was not within the Participant's reasonable control; or The date that a PMA Participant became an Inactive PMA Participant if such Participant returns to Active Flight Status and fails to re-enroll during the Grace Period; or
- (H) The day the PMA Participant has received thirty-six (36) Monthly Disability Benefit Payments, effective only with respect to payment for periods on or after July 1, 2017; or
- (I) With respect to an Apprentice Member Benefit Program Participant, after 12 months of Plan coverage if the Apprentice Member Benefit Program Participant has not provided information necessary for the Plan to collect required contribution amounts applicable at the end of such initial 12-month coverage period; or
- (J) The day the PMA Participant attains age 65; or
- (K) Notwithstanding any other provision, a PMA Participant who qualifies for Disability benefits but has been terminated by the Company shall continue to participate including qualifying for benefits as long as the PMA Participant otherwise remains eligible, for up to sixty (60) months from the date such Participant was terminated by the Company, or until a final decision on a grievance involving termination of employment from the Company is reached, if earlier. If the termination is subsequently upheld, then all PMA benefits shall cease at that time and no repayment shall be required; otherwise, PMA benefits shall continue, adjusted for any sick or vacation³ time, for as long as the PMA Participant remains eligible to receive PMA Monthly Disability Benefit Payments. Any lump sum payment of sick, vacation³ or back pay awarded as a result of the grievance process, unless otherwise specified, shall be converted to days and months for purposes of adjusting the Elimination Period at the rate of fifteen (15) paid days equaling one contract month.

BASIC PMA PROVISIONS

When Benefits Are Payable

A PMA Participant who is Disabled will receive a Monthly Disability Benefit Payment after completing the Elimination Period or following the date that the PMA Claims Processor receives the claim, if later, provided that all of the following conditions for payment are met:

- (A) The PMA Participant becomes Disabled while coverage is in force; and
- (B) The PMA Participant's coverage is in force on the date that the PMA Participant is removed from Active Flight Status; and
- (C) The Onset of Disability occurred either: (1) while the PMA Participant was on Active Flight Status with the Company; or (2) within six months of the PMA Participant's last day of Active Flight Status, provided the PMA Participant was on sick leave from the Company at the time the Disability was incurred; or (3) while on a Union Leave of Absence, and
- (D) The PMA Participant obtains care from a Physician as soon as possible and follows a Recommended Therapeutic Program, if one has been established; and
- (E) The PMA Participant makes every reasonable effort to return to Active Flight Status (including, if necessary, presenting claims to the principal medical officer or other appropriate medical official of the Federal Aviation Administration or its legal successor, when appropriate, after the PMA Participant has complied with any Recommended Therapeutic Program); and
- (F) The PMA Participant cooperates with the PMA Claims Processor by supplying any necessary forms for the release of medical information and providing the names and address of any Physicians or medical facilities providing treatment or diagnosis, within a reasonable time of the request but in no event more than 30 days after the date of the request; and
- (G) The Disability is not included under the "[General Exclusions, Limitations, and Restrictions](#)" subsection.

Amount Of Monthly Disability Benefit Payment

A PMA Participant who satisfies the requirements contained in the "[When Benefits Are Payable](#)" subsection shall be entitled to a Monthly Disability Benefit Payment. Monthly Disability Benefit Payments shall be payable during the period described in the "[Payment Period](#)" subsection. The PMA Claims Processor will determine the Monthly Disability Benefit Payment payable for each month. Recurring Disabilities will be paid at the initial Monthly Disability Amount.

Payment Period

For a given Period of Disability, Monthly Disability Benefit Payments are payable for the period beginning on the day after the latest of (A) and (B) below:

- (A) The completion of the Elimination Period; or
- (B) The date the claim is Filed with the PMA Claims Processor.

Payment of Monthly Disability Benefit Payments shall end effective on the earliest of the following:

- (A) The day on which the PMA Participant attains age sixty-five (65); or
- (B) The day the PMA Participant receives twelve (12) Monthly Disability Benefit Payments for a given Period of Disability; or
- (C) The day the PMA Participant receives a total of thirty-six (36) Monthly Disability Benefit Payments, effective only with respect to payment for periods on or after July 1, 2017; or
- (D) The day following the PMA Participant's death or retirement from the Company, or return to Active Flight Status; or
- (E) The day the PMA Participant fails to meet the conditions for payment contained in the "[When Benefits Are Payable](#)" subsection; or
- (F) The day the PMA Participant's coverage terminates under the "[Termination of Coverage](#)" subsection.

The following chart shows the monthly benefit payment schedule:

| <u>Payment for the month of...</u> | <u>Shall be made in...</u> |
|------------------------------------|----------------------------|
| January | February |
| February | March |
| March | April |
| April | May |
| May | June |
| June | July |
| July | August |
| August | September |
| September | October |
| October | November |
| November | December |
| December | January |

Recurring Disability (less than Twelve (12) months between Periods of Disability):

A Disabled Participant who returns to either: (1) Active Flight Status or (2) a Union Leave of Absence, and becomes Disabled within twelve (12) months due to the same cause, will be considered to be in a single Period of Disability. After exhausting any additional vacation³ or sick time earned following the return to Active Flight Status, the Participant shall resume receiving any of the twelve (12) remaining PMA Monthly Disability Benefit Payments due with respect to the Period of Disability, at the previous Monthly Benefit Amount and under the same conditions, with no Elimination Period. This applies to an Inactive PMA Participant whose Disability reoccurs while in the Grace Period following return to Active Flight Status but who has not yet re-enrolled in PMA.

Death Benefit

Upon proof of death satisfactory to APA, PMA will pay a Death Benefit to the Named Beneficiary of a deceased PMA Participant who at the time of death was:

- (A) on Active Flight Status;
- (B) on a Union Leave of Absence;
- (C) on a Military Leave of Absence;
- (D) on a Leave of Absence and contributing to PMA;
- (E) Furloughed for less than twenty-four (24) months; or
- (F) Disabled

See the "Inactive Participation Status Table" below for a summary of the benefits available.

General Exclusions, Limitations, and Restrictions

While PMA provides benefits in many situations, there are some situations when PMA benefits are limited or excluded from payment. This section contains the exclusions and limitations on PMA benefits.

(A) Exclusions

PMA does not provide benefits for any Disability due to or arising out of:

1. Attempted suicide, while sane or insane, during the first two years of coverage under PMA (coverage under any similar previous program available to APA Members shall be used to satisfy this two-year requirement); or
2. Intentionally self-inflicted Sickness or Injury. A self-inflicted Sickness includes an overdose of drugs; taking of poisons; or inhaling of noxious fumes or gases; or
3. Any cause which does not require the Regular Care and Attendance of a Physician; or
4. Illegal use of drugs, subject to coverage for a Chemical Dependency; or
5. A Disability incurred while the PMA Participant is not on either Active Flight Status or a Union Leave

of Absence except for a Disability incurred within six months of the PMA Participant's last day of Active Flight Status, provided the PMA Participant was on sick leave from the Company at the time the Disability was incurred; or

6. Any non-Injury Disability for which the date of Onset of Disability is within six (6) months of the Effective Date of Coverage. With respect to an increase in the Monthly Benefit Amount by a PMA Participant, this provision is determined from the Effective Date of the increase in the Monthly Benefit Amount and considers only the increased Monthly Benefit Amount; or
7. Any Disability due to or arising out of a Pre-Existing Condition occurring within the first 12 or 24 months, as applicable, after the Effective Date of Coverage (see "Enrollment or Re-enrollment" subsection). This Pre-Existing Condition exclusion will not apply to a Plan Participant after the earlier of the period of time described below, if such Plan Participant has remained on Active Flight Status during the entirety of such period:
 - (A) Period of 12 consecutive months from the Effective Date of Coverage, if the Plan Participant has remained treatment-free for the Pre-Existing Condition; or
 - (B) Period of 24 consecutive months from the Effective Date of Coverage, regardless of treatment for the Pre-Existing Condition.

With respect to an increase in the Monthly Benefit Amount by a PMA Participant, this Pre-Existing Condition provision is determined from the Effective Date of the increase in the Monthly Benefit Amount and considers only the increased Monthly Benefit Amount; or

8. Any Disability for which the PMA Participant fails to satisfy any of the conditions for payment in the "When Benefits Are Payable" subsection.

(G) Limitations and Restrictions

The following are the limitations and restrictions on PMA benefits:

1. PMA Participants are limited to receiving a Lifetime Maximum of thirty-six (36) Monthly Disability Benefit Payments, effective only with respect to payments for periods on or after July 1, 2017.
2. Benefits for any Disability caused by or related to Chemical Dependency are limited to twelve (12) Monthly Disability Benefit Payments per lifetime. Benefits paid for any such Disability under any similar previous program available to APA Members shall count toward this twelve- (12-) month limit;
3. Benefits for any Disability caused by or related to a Mental or Nervous Disorder are limited to twelve (12) Monthly Disability Benefit Payments per lifetime. Benefits paid for any such Disability under any similar previous program available to APA Members shall count toward this twelve- (12-) month limit;
4. A PMA Participant who goes on a Military Leave of Absence or a Leave of Absence shall not be covered for a Disability if the Onset of Disability occurs prior to their return to Active Flight Status;
5. A PMA Participant who is unable to return to Active Flight Status due to a Sickness or Injury that occurred during the Leave of Absence or Military Leave of Absence will receive a refund of all contributions paid during such Leave. A PMA Participant who decides not to return to Active Flight Status or decides not to complete Company training will not be eligible for a refund of contributions.
6. No PMA benefits shall be payable following the date a Member's PMA coverage terminates as provided in the "[Termination of Coverage](#)" subsection; or
7. PMA benefit payments are limited to the PMA assets in the Master Trust. Benefit payments may be suspended if contributions are suspended, such as during a partial or total work stoppage.
8. PMA Participants can increase their PMA benefit amounts by only one level at a time, and provided at least twelve (12) months have passed since their last increase or their Effective Date of Coverage.

Summary of Inactive Participation Status (“IPS”) Table

| | Monthly Disability Benefits Payments continue to be paid while on IPS | Eligible for PMA benefits for Onset while on IPS | Contributions Required | Time to Re-enroll upon Return to Active Flight Status (“AFS”) / Eligible Member Status | Retroactive Contributions required to AFS / Eligible Member Return date | General Exclusions, Limitations, and Restrictions Status upon Re-Enroll |
|--|--|---|---|---|--|--|
| Military LOA (“MLOA”) | Yes ⁴ | Death Benefit Only | Not Required. May continue while on MLOA if desired. ⁵ | Six months | No | Considered new Participant unless continued contributions ⁵ |
| Union LOA / Grandfathered Executive Member | Same as AFS | Same as AFS | Same as AFS | N/A | N/A | N/A |
| Other LOA | Yes ⁴ | Death Benefit, only if paying contributions | Not Required. May continue while on LOA if desired. ⁴ | Six months | No | Considered new Participant unless continued contributions ⁵ |
| Furloughed with Recall Rights | Payments will continue if Furloughed after completion of Elimination Period. | Death Benefit Only for 24 months from date of Furlough | No | N/A | No | N/A |
| Executive Non-Member returning to Member | No benefits paid while an Executive Non-Member. | No | No | Six months | No | Considered new Participant |

⁴ If a PMA Participant is eligible to receive Monthly Disability Benefit Payments and goes on a Leave of Absence or a Military Leave of Absence, Monthly Disability Benefit Payments will continue to be paid, assuming the pilot remains Disabled and otherwise qualifies for Monthly Disability Benefit Payments.

⁵ MLOA and LOA pilots may continue to pay contributions while on such Leave if so desired. Pilots who continue to make contributions during such Leave resume participation immediately upon their return to Active Flight Status, with no requirement to re-enroll and retain their pre-Leave Effective Date of Coverage with respect to the “General Exclusions, Limitations, and Restrictions” subsection provisions.

CLAIMS PROCESSING PROVISIONS

Claims Filing

The following summarizes PMA's claims filing process. Please read and follow the instructions on the claim kit carefully before submitting a claim.

Obtain a Pilot Mutual Aid Plan Claim Filing Kit from the Benefits section of the APA website (www.alliedpilots.org/benefits) or by calling the APA Benefits Department at (817) 302-2140.

- (A) Complete the claim form (pages 2-6 of the claim kit) using the instructions that accompany the form. Return this form to the PMA Claims Processor, using the contact information provided on the form, prior to the completion of the Elimination Period to ensure your benefits begin at the end of your Elimination Period.
- (B) Have your Physician complete the Attending Physician's Statement (pages 7 and 8 of the claim kit) and return it to the PMA Claims Processor at the address on the form.

Make sure that all of the requested information is complete and accurate. **Failure to provide complete information on your claim form or comply with all applicable claim requirements may unnecessarily delay the processing of your claim.**

PLEASE RETAIN A COPY OF ALL SUBMITTED INFORMATION FOR YOUR RECORDS.

As noted in the INTRODUCTION section above, the Plan's claims processing requirements may be modified based on a crisis situation, such as the COVID-19 pandemic, to the extent required by law.

Time Limit For Filing A Claim

A PMA Participant must File a claim form with the PMA Claims Processor in order for benefits to be paid from PMA. A PMA Participant should File a claim as soon as possible because delayed filing can lead to a delay in the start of benefit payments or a denial of benefit payments. **Notwithstanding any other provision in this subsection of the Plan and for the avoidance of doubt, all claims must be Filed prior to the date that a Plan Participant is no longer Disabled, or no benefits will be payable from the Plan.** In addition, the following time limits apply to all claims:

- (A) The claim must be Filed prior to the completion of the Elimination Period in order for benefits to be paid from the end of the Elimination Period.
- (B) If a claim form is not Filed prior to the completion of the Elimination Period, PMA Disability benefits will only be paid from the date the form is Filed and not from the end of the Elimination Period.
- (C) Notwithstanding the above, no claim will be eligible for payment if Filed after the later of:
 - 1. more than 24 months after the Onset of Disability, or
 - 2. the exhaustion of paid sick and vacation³ time from the Company,

provided, however, that the limitations in paragraphs (A) - (C) above will be waived if PMA Participants can show that it was not within their reasonable control to file the claim prior to the applicable date outlined above and that he Filed the claim as soon as was reasonably possible.

If coverage terminates due to termination of PMA, final claims must, without exception, be Filed within 90 days following such termination. Valid claims will be paid from available PMA funds upon receipt of written proof of Disability.

What Happens To Your Claim

Your claim information is Filed with the PMA Claims Processor who processes claims for PMA. The PMA Claims Processor does not insure benefits but processes claims for APA in accordance with the terms of PMA.

After your claim form is Filed, the PMA Claims Processor will contact you by phone to:

- (A) Acknowledge receipt of the claim;
- (B) Explain how benefits are paid;

- (C) Determine approximate date you will go off payroll;
- (D) Confirm the date you last worked;
- (E) Determine for you the approximate date benefits will begin;
- (F) Determine if you will be taking family leave or personal leave when you are cleared to return to work;
- (G) Determine the approximate date of your return to Active Flight Status; and
- (H) Answer any questions you might have regarding PMA and your benefits.

If the PMA Claims Processor requires additional information such as the Attending Physician's Statement ("APS"), you will receive a call or letter requesting the specific information and informing you that this information is necessary to process your claim.

When your claim is approved, you will receive an Explanation of Benefits ("EOB") along with your approval letter. This EOB will explain the PMA provisions, confirm the benefit payment schedule, and note the Disability period the first check covers.

The PMA Claims Processor will use the information that you furnish and which is obtained from your Physician to substantiate your claim and to determine benefits. It may be forwarded to independent consultants for medical review or appropriate medical follow-up. In certain rare situations, such as a claim appeal, it may be necessary for certain individuals and employees of APA to access this medical information to fulfill their duties as PMA Administrator. If this is required, this medical information will be treated as extremely confidential and disclosed only on a need-to-know basis.

All claims and appeals considered under the Plan with respect to a PMA Participant's potential Disability will be adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision. The Plan will ensure that decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual, such as a medical or vocational expert, are not based upon the likelihood that the individual will support the denial of Disability benefits.

APA's intent is for any disputes to be resolved in a manner that allows PMA Participants to obtain the benefits to which they are entitled with as little inconvenience and delay as possible. PMA provides a claim and appeal procedure, as well as addresses, telephone numbers and other references where additional information and assistance may be obtained.

PMA Claims Process

The Guardian Life Insurance Company has been appointed the PMA Claims Processor with respect to the initial claim process and, as such, has the responsibility for completing that claim process and making initial claims determinations, as described below. The PMA Claims Processor will generally complete the claims process within forty-five (45) days from the date that the claim form is Filed. If the claim is denied, in whole or in part, the PMA Claims Processor shall provide a written notice of denial within forty-five (45) days of the date the claim was Filed. This forty-five (45) day period may be extended for up to an additional thirty (30) days if more time is needed for claim processing and if the PMA Claims Processor notifies the PMA Participant during the initial forty-five (45) day period. In order to extend the period in this manner, the PMA Claims Processor must determine that such an extension is necessary due to matters beyond the control of the Plan.

Notice of any extension beyond the initial forty-five (45) day period must explain the standards on which the entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and additional information needed to resolve those issues, any additional circumstances requiring the extension of time, if applicable, and the date by which the PMA Claims Processor expects to render a decision. If such an extension is necessary due to the PMA Participant's Physician(s)'s or medical provider(s)'s failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the required information, and the PMA Participant will be afforded at least forty-five (45) days from receipt of the notice within which to provide the specified information or ensure that the PMA Participant's Physician(s) or medical provider(s) provide it. The thirty (30) day extension period for claim processing will not begin until the PMA Participant has provided all of the requested information.

If, prior to the end of the first thirty (30) day extension period, the PMA Claims Processor determines that a decision cannot be rendered due to matters beyond the control of the Plan, the period for making the determination may be extended for up to an additional thirty (30) days. In this case, the PMA Claims Processor will notify the PMA Participant, prior to the expiration of the first thirty (30) day extension period, of the circumstances requiring the additional extension and the date when the PMA Claims Processor expects to render a decision. If the period of time to process the claim must be extended because of the PMA Participant's failure to submit information necessary to a full and fair decision on the claim, the notice will also state that the period for making the decision will be tolled from the date on which the notification of the extension is sent to the PMA Participant until the date on which the PMA Participant responds to the request for additional information.

Written Notice of Adverse Benefit Determination With Respect to Initial Claim

If a PMA Participant's claim is wholly or partially denied, the PMA Participant will be provided with a culturally and linguistically appropriate written or electronic notification of the adverse benefit determination, in accordance with applicable Department of Labor regulations. The notice of denial must include:

- (A) The specific reason(s) for such denial;
- (B) Reference to the specific PMA terms and conditions on which the denial was based;
- (C) A description of the PMA's appeal procedures, and the time limits applicable to such procedures, including a statement that the PMA Participant will have the right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination by the BRAB on appeal;
- (D) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - 1. The views presented by the PMA Participant to the Plan of health care professionals treating the PMA Participant and the vocational professionals who evaluated the PMA Participant;
 - 2. The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the PMA Participant's adverse benefit determination, without regard to whether the advice was relied on in making the benefit determination; and
 - 3. Any disability determination regarding the PMA Participant presented by the PMA Participant to the Plan that was made by the Social Security Administration;
- (E) If the claim was denied because necessary information was not available to the PMA Claims Processor, a description of the additional material or information that is necessary in order for the PMA Participant to perfect the claim and an explanation of why such material or information is necessary;
- (F) If the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the PMA Participant's medical circumstances, or a statement that such explanation will be provided free of charge upon request;
- (G) Either the specific Protocol(s) that the Plan relied upon in making the adverse benefit determination or, alternatively, a statement that such a Protocol does not exist; and
- (H) A statement that the PMA Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all Records with respect to the claim.

Appeal Process for Denied Claims

The following describes PMA's appeal process:

- (A) A PMA Participant who has been sent notice of an adverse benefit determination described above will be provided a reasonable opportunity to appeal that determination to the BRAB. The appeal request must be in writing, explain the basis of the PMA Participant's appeal, and be received by the BRAB no more than one-hundred-eighty (180) days after the PMA Participant receives notice of the PMA Claims Processor's adverse benefit determination. Any notice of appeal received by the BRAB after this one-hundred-eighty (180) day period will be null and void. Appeals must be addressed to the BRAB, c/o Director of Benefits, Allied Pilots Association, 14600 Trinity Blvd., Suite 500, Fort Worth, TX 76155. Upon receipt of a timely appeal, the BRAB will provide a full and fair review of the PMA Participant's initial claim and adverse benefit determination.

- (B) All Appeal Materials that a PMA Participant wants to have considered by the BRAB as part of the appeal process must also be submitted to the BRAB prior to the end of the one-hundred-eighty (180) day filing period. The BRAB's review of the appeal will take all such Appeal Materials into account, regardless of whether any of the Appeal Materials were submitted or considered in the initial benefit determination. Appeal Materials that are not received by the BRAB prior to the end of the one-hundred-eighty (180) day filing period will not be considered.
- (C) The BRAB will decide the PMA Participant's appeal based on the information provided in accordance with paragraphs (A) and (B) above and the Record provided by the PMA Claims Processor. No deference will be given to the initial adverse benefit determination, and the decision will be made by the BRAB. The BRAB will not include any individual who made the initial adverse determination or a subordinate of that individual. The BRAB shall have discretion to interpret PMA and make all determinations on appeal.
- (D) If the adverse determination was based, in whole or in part, on a medical judgment, including determinations regarding whether treatment, drugs, or other items are experimental, investigational, or not medically necessary or appropriate, the BRAB shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. Such health care professional must not have been involved in the initial adverse determination, nor be the subordinate of the professional involved in the initial adverse determination.

The PMA Participant is entitled to know the identity of any medical or vocational experts whose advice the PMA Claims Processor and/or the BRAB obtained in connection with the claim, regardless of whether such medical or vocational expert's advice was relied upon in making the adverse determination.

- (E) The BRAB will advise the PMA Participant of the results of its review, in accordance with paragraph (G) below, within forty-five (45) days after it receives the appeal and the timely Filed Appeal Materials, unless it determines that special circumstances (such as the need to hold a hearing) require an extension of up to forty-five (45) additional days for processing the request for review. In order for the time to be extended, the PMA Participant must receive notice of the extension within the initial forty-five (45) day period. The notice must tell the PMA Participant the nature of the special circumstances and the date by which the BRAB expects to render the decision on review. If the period of time to process the request for review must be extended because of the failure of the PMA Participant or the Physician or medical provider to submit information necessary to a full and fair decision on the appeal, the notice will also state that the period for the BRAB to render the decision will be tolled for up to ninety (90) days from the date on which the notification of the extension is sent to the PMA Participant until the date on which the PMA Participant responds to the request for additional information. Upon exhaustion of this tolling period, the appeal will be reviewed by the BRAB and a determination made on the Appeal Materials submitted.
- (F) As soon as possible, and sufficiently in advance of the date on which the notice of an adverse benefit determination on appeal is required to be provided under paragraph (E) above, the BRAB or its delegate will provide the PMA Participant, free of charge, with any new or additional:
1. Evidence considered, relied upon, or generated by the Plan in connection with the claim; and
 2. Rationale considered, relied upon or generated by the Plan.
- (G) When the review of the appeal is completed, the PMA Participant will receive a written decision in accordance with this paragraph (G). If the PMA Participant's appeal has been denied, in whole or in part, the PMA Participant will be provided with a culturally and linguistically appropriate written or electronic notification of the adverse benefit determination, in accordance with applicable Department of Labor regulations. The notice of denial will include:
1. The specific reason(s) for such denial;
 2. Reference to the specific PMA terms and conditions on which the denial was based;
 3. A statement that the PMA Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all Records with respect to the claim and appeal;

4. A description of the PMA's appeal procedures, the right to obtain information about such procedures, and a statement that the PMA Participant has the right to bring a civil action under Section 502(a) of ERISA, including a description of the limitations period on bringing such action described below, with the date on which such limitations period will expire for the particular claim involved;
5. A discussion of the appeal decision, including an explanation of the basis for disagreeing with or not following:
 - a) The views presented by the PMA Participant to the Plan of health care professionals treating the PMA Participant and the vocational professionals who evaluated the PMA Participant;
 - b) The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the PMA Participant's appeal, without regard to whether the advice was relied on in making the benefit determination on appeal; and
 - c) Any disability determination regarding the PMA Participant presented by the PMA Participant to the Plan that was made by the Social Security Administration;
6. If the denial on appeal is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the PMA Participant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
7. Either the specific Protocol(s) that the Plan relied upon in making the adverse benefit determination or, alternatively, a statement that such a Protocol does not exist.

After exhausting the PMA's administrative claims and appeals process as contained in this section, the PMA Participant may bring a civil action under section 502(a) of ERISA for any benefit that is denied in whole or in part. A PMA Participant who fails to complete the PMA's appeal process will not have the right to file suit in court. **NO ACTION IN LAW OR IN EQUITY SHALL BE BROUGHT TO RECOVER BENEFITS UNDER PMA PRIOR TO THE EXHAUSTION OF ALL INTERNAL ADMINISTRATIVE REMEDIES IN ACCORDANCE WITH PMA'S REQUIREMENTS, NOR SHALL ANY ACTION BE BROUGHT AT ALL UNLESS BROUGHT BEFORE THE LATER OF: (1) THREE (3) YEARS AFTER THE DATE A BENEFIT CLAIM IS FILED; OR (2) THREE (3) YEARS AFTER THE DATE ON THE LETTER STATING THE BRAB'S FINAL DECISION ON THE PMA PARTICIPANT'S BENEFIT APPEAL.**

Nothing in this section shall preclude a PMA Participant's authorized representative from acting on behalf of such PMA Participant in pursuing a benefit claim or appeal to the BRAB of an adverse benefit determination. If the PMA Participant's authorized representative is not a lawyer, the PMA Participant must provide written confirmation that the representative is authorized to act on the PMA Participant's behalf. References to the PMA Participant in the claim and appeal procedures above are intended to also refer to a PMA Participant's authorized representative, as applicable.

GENERAL PMA PROVISIONS

ERISA Rights

This section contains a statement of rights under the Employee Retirement Income Security Act of 1974, as amended from time to time ("ERISA") that is required by federal law and regulation.

As a participant in the PMA, you are entitled to certain rights and protections under ERISA. ERISA provides that all PMA 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, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, 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 collective bargaining agreements, 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 administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Action 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, your union, 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 plan 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.

PMA Fiduciaries

In addition to creating rights for PMA Participants, ERISA also imposes obligations upon those persons responsible for the operation of PMA. Such persons are referred to as "Fiduciaries" under the law. For example, the BRAB is a PMA Fiduciary. Fiduciaries must act solely in the interest of PMA Participants and they must act prudently in the performance of their duties.

A PMA Fiduciary may serve in more than one fiduciary capacity with respect to PMA. In addition, PMA Fiduciaries may delegate fiduciary responsibilities (other than trustee responsibilities) to persons other than named PMA Fiduciaries by a written instrument signed by the delegating PMA Fiduciary and the delegate. In any case in which a signature is required by an entity rather than an individual, the signature may be made by the president or other senior officer of the entity.

PMA Interpretation

In carrying out their respective PMA responsibilities under PMA, the APA and certain other PMA Fiduciaries, including, as applicable, the BRAB shall have the discretionary authority to interpret the terms of the PMA plan document and to determine eligibility for, and entitlement to, any PMA benefits in accordance with the PMA's terms. 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. Benefits under PMA will be paid only if a PMA Fiduciary (e.g., the BRAB regarding benefit claim appeals) decides in its discretion that the PMA Participant is entitled to them.

PMA Continuance

APA expects to continue PMA indefinitely, but an unqualified commitment to continue PMA without modification is not possible. Therefore, APA reserves the right to amend or terminate PMA, in whole or in part, including without limitation amendments to required contribution levels and adjustments to benefits and termination of PMA with respect to all PMA Participants or any group or class of PMA Participants, at any time through a resolution approved by the APA Board of Directors; provided, however, that any amendment required by law may be approved by the President of APA with no APA Board of Directors action required. The APA Board of Directors may delegate to the APA President and/or the BRAB, and the APA President may delegate to the BRAB, the authority to implement any such resolution or action amending PMA by preparing PMA documents (e.g., PMA amendments, PMA restatements, summaries of material modifications, etc.) and PMA-related documents (e.g., explanations, announcements, information, correspondence, etc.) consistent with such resolution or action and by taking such other actions as are reasonable and necessary to implement such resolution or action. Such amendment shall be effective as of: (A) the date of approval of the resolution by the Board, if no effective date is stated in the resolution, (B) the effective date expressly set forth in the resolution, or (C) for an amendment required by law, the effective date expressly set forth in writing by the APA President.

Relationship Between PMA Participants And The APA

The terms of PMA are intended solely to govern the relationship between PMA Participants and PMA. Nothing in PMA is intended or should be interpreted to define, qualify, limit or provide terms and conditions for the relationship between APA and the PMA Participants in non-PMA contexts. Nothing contained in PMA shall limit or interfere with the right of APA to discharge, expel or take other action regarding PMA Participants in their role as a member of the APA regardless of the effect that such action may have upon them as members of the APA.

PMA Trust Fund And Trustee

All funds used to provide PMA benefits and pay reasonable PMA expenses are held in a PMA account under the Master Trust and are invested by the investment manager and the Master Trustee. The Master Trustee and investment manager are selected by APA and approved by the APA Board of Directors. The PMA account cannot be used by any other plans in the Master Trust and must be used solely to pay PMA benefits or expenses.

The investment policy and objectives for the Master Trust are established by APA and carried out by the Master Trustee and investment manager, as applicable, in a manner consistent with the law and the Master Trust. PMA's funding policy and objectives are also established by APA, based on recommendations from the BRAB and the plan's actuary. Such policies and objectives may be changed, from time to time, as the APA Board of Directors, in its sole discretion, shall determine.

Management Of PMA

PMA must be managed fairly and in the interest of all PMA Participants. Whenever any discretionary action is required in administering PMA, APA and the other PMA Fiduciaries shall exercise their authority in a non-discriminatory manner so that all PMA Participants similarly situated receive substantially the same treatment and so that no discretionary acts are taken that would be discriminatory under the Internal Revenue Code of 1986, as amended from time to time. No one may be discriminated against because of a disputed claim or due to the exercise of any rights under the law.

Physical Examination And Autopsy

PMA shall have the right (at its own expense) to require a PMA Participant to undergo a physical examination, when and as often as may be reasonable but in no event more than once every 90 days. In the case of death, PMA has the right (at its own expense) to require an autopsy.

To Whom PMA Benefits Are Payable

All Disability benefits are payable to the PMA Participant. Any Disability benefits payable under PMA after a PMA Participant's death will be made to the PMA Participant's spouse or if the PMA Participant is single, to the estate. If a PMA Participant or other individual entitled to receive benefits under PMA is determined by the PMA Administrator (or its delegate) to be incompetent, or is adjudged by a court of competent jurisdiction to be legally incapable of giving valid receipt and discharge for benefits provided under PMA, PMA may pay such benefits to the duly-appointed guardian or conservator of such person or to any third party who is authorized (as determined by the PMA Administrator or its delegate) to receive any benefit under PMA for the PMA Participant or such other person entitled to receive PMA benefits. Such payment shall fully discharge all liabilities and obligations of PMA with respect to payment of PMA benefits. Any PMA Death Benefit will be made to the PMA Participant's Named Beneficiary (see the "[Named Beneficiary](#)" subsection).

Recovery Of Overpayments

(A) PMA has the right to recover any Overpayments.

(B) By participating in PMA, the PMA Participant consents and agrees:

- (1) to immediately return any such Overpayment to PMA; and
- (2) that an equitable lien by agreement in favor of PMA exists and attaches to any Overpayment.

(C) PMA may withhold or reduce future benefit payments as an offset for an Overpayment, sue to recover Overpayments, or may use any other lawful remedy to recover Overpayments.

(D) PMA has the right to recover an Overpayment from one or more of:

- (1) the PMA Participant to whom or on whose behalf it made the Overpayment; or
- (2) other persons or entities.

(E) PMA's right to recover an Overpayment shall not be affected or reduced by Equitable Defenses.

Currency

All benefit payments from PMA shall be made in the lawful currency of the United States of America.

Right To Select Medical Provider

PMA Participants shall have the sole right to select their own Physician, surgeon, and hospital. PMA will not interfere with the Physician-patient relationship. Each PMA Participant should independently evaluate the quality of care received by the PMA Participant's medical provider(s) and act accordingly.

Governing Law, Etc.

PMA shall be construed according to the laws of the State of Texas, except as otherwise provided by ERISA or other applicable Federal legislation. Headings of sections and subsections contained in this booklet are included solely for convenience of reference, and if there is any conflict between such headings and the text, the text shall control.

Address For Notices

APA may give any notice required to be given to a PMA Participant or any other person entitled to benefits under PMA, by mailing such notice to such person at the address last furnished to APA by the PMA

Participant or, if applicable, a spouse, dependent or Named Beneficiary of the PMA Participant. APA may also provide notice to PMA Participants or other individuals electronically, using an email address that has been previously furnished to APA by such PMA Participant or individual, in accordance with applicable law. PMA Participants are responsible for providing the APA with their current contact information. If a PMA Participant fails to do so, neither the APA nor PMA shall be responsible for any late payment or loss of benefits, nor for failure of any notice to be provided or provided timely under the terms of PMA to a PMA Participant or any other person entitled to receive benefits or notices from PMA with respect to a deceased PMA Participant.

PMA Expenses

All PMA expenses, unless paid by APA in its sole discretion, shall be paid out of PMA assets in the Master Trust.

Reliance On Other Professionals

APA may employ accountants, attorneys, consultants or other experts to render advice with respect to their fiduciary responsibilities. The Master Trustee may also do so at the direction of APA. APA may rely exclusively on all reports, valuations, tables, certifications, and opinions furnished by, or in accordance with the instructions of accountants, counsel, consultants, or other experts employed or engaged by APA.

Obligations Of APA

The obligations of APA under PMA shall be limited to those obligations specifically assumed by it under the terms of this booklet, together with such additional obligations, if any, as may be imposed upon APA by applicable law.

Need Help?

If you need further assistance, please contact:

General Information

Allied Pilots Association

Attn: Benefits Department
14600 Trinity Blvd., Suite 500
Fort Worth, Texas 76155-2512
(817) 302-2140
(800) 323-1470 Ext 2140

Specific Plan Information or Billing Questions

NGS Insurance Agency, Inc.

508 Twilight Trail, Suite 201
Richardson, Texas 75080
(800) 298-8793

Claims Information

Guardian Life Insurance Company
P. O. Box 14333
Lexington, KY 40512
(866) 543-0090

GENERAL PMA INFORMATION

| | |
|--|--|
| Plan Name | Allied Pilots Association Pilot Mutual Aid Plan (PMA) |
| Plan Identification Number | 509 |
| Tax Identification Number | 13-1982245 |
| Type of Administration | Contract Administration |
| Name and address of the Plan Named Fiduciary (Plan Administrator and Plan Sponsor) | Allied Pilots Association O'Connell Building 14600 Trinity Blvd., Suite 500 Fort Worth, TX 76155 (817) 302-2140 or (800) 323-1470 ext 42140 |
| Agent for Service of Legal Process | Allied Pilots Association Attn: Benefit Department 14600 Trinity Blvd., Suite 500 Fort Worth, TX 76155-2512 (817) 302-2140 or (800) 323-1470 ext 2140 |
| PMA Plan Processor | NGS Insurance Agency, Inc. 508 Twilight Trail, Suite 201 Richardson, TX 75080 (800) 298-8793 |
| PMA Claims Processor | Guardian Life Insurance Company of America P.O. Box 14333 Lexington, KY 40512 (866) 543-0090 |
| Source of financing of the Plan and identity of any organization through which benefits are provided | Contributions are made to the Master Trust by PMA Participants. Benefits are provided directly from the Master Trust through the PMA Plan Processor. |
| Master Trustee | State Street Bank 1 Heritage Drive, 3rd Floor Quincy, MA 02171 |
| Plan Year | January 1 st through December 31 st of each year |

DEFINITIONS

The following terms, wherever used in this PMA booklet, have the following meaning:

Active Flight Status

The term "Active Flight Status" means performing, in the usual manner, all of the regular duties of a commercial pilot for the Company on a scheduled work day. A Member will be deemed to be on Active Flight Status on a day which is not a scheduled work day only if such pilot would otherwise be able to perform in the usual manner all of the regular duties of employment if it were a scheduled work day.

Active Member

The term "Active Member" means a pilot of the Company who is also an APA member under the Constitution and Bylaws or other applicable governing documents.

Active Service

The term "Active Service" means the period of time during which the Member is on Active Flight Status.

Agreement

The term "Agreement" means the Collective Bargaining Agreement (within the meaning of section 7701(a) (46) of the Internal Revenue Code) between the Company and APA.

APA

The term "APA" means Allied Pilots Association.

Appeal Materials

The term "Appeal Materials" means written comments, documents, records, and other information relevant to the PMA Participant's benefits claim.

Apprentice Member

The term "Apprentice Member" means a pilot of the Company who is also an APA member and classified as an "apprentice member" by APA under the Constitution and Bylaws or other applicable governing documents.

Apprentice Member Benefit Program Participant

The term "Apprentice Member Benefit Program Participant" means an Apprentice Member who is participating in PMA, in accordance with R2018-69 Rev 2 and the provisions of this booklet.

Benefit Allocation

The term "Benefit Allocation" means the amount of monthly contributions allocated to pay Monthly Disability Benefit Payments and Death Benefits.

Benefit Days

The term "Benefit Days" means the number of days, not to exceed 30, during a calendar month for which a PMA Participant is entitled to Monthly Disability Benefit Payments.

Benefit Reserve

The term "Benefit Reserve" means the amount of the PMA assets available for use to pay Monthly Disability Benefit Payments and Death Benefits. The Benefit Reserve is comprised of excess Benefit Allocation from prior months, monthly interest on the PMA reserve and any adjustments for return of excess benefits, interest and contributions.

Board of Directors

The term "Board of Directors" means the Allied Pilots Association Board of Directors, the elected governing body of the Allied Pilots Association.

BRAB

The term "BRAB" means the voting members of the APA Benefits Review and Appeals Board.

Chemical Dependency

The term “Chemical Dependency” means the state of chronic or periodic intoxication or Drug Abuse detrimental to the individual, physically or psychologically, and to society, produced by the repeated consumption of a drug, natural or synthetic (e.g., alcohol).

Company

The term “Company” means American Airlines Group, Inc. and any of its subsidiaries, or its successor(s), whose employees are represented for collective bargaining by the APA.

Constitution and Bylaws

The term “Constitution and Bylaws” means the APA Constitution and Bylaws, as they may be amended from time to time.

Daily Benefit Amount

The term “Daily Benefit Amount” means the amount equal to the product of the ratio of the sum of the Monthly Disability Benefit Payments for a month to the Total Benefit Allocation multiplied by \$66.00, \$99.00 or \$132.00 based on the Disabled Pilot’s Maximum Monthly Benefit.

Death Benefit

The term “Death Benefit” means the single sum benefit payable in accordance with the provisions of the ["Death Benefit"](#) subsection and equal to the lesser of:

- (A) \$5,000; or
- (B) The balance of the remaining Monthly Disability Benefit Payments during a Period of Disability as of the date of death.

No Death Benefit shall be payable on behalf of a PMA Participant who has been paid twelve (12) Monthly Disability Benefit Payments for during the current Period of Disability and who has not subsequently returned to Active Flight Status with the Company.

Disabled or Disability

The terms “Disabled” or “Disability” mean the inability of a PMA Participant to perform the material occupational duties as a Company pilot as the result of an Injury or Sickness. The PMA Participant must be under the Regular Care and Attendance of a Physician and unable to maintain a first class FAA medical certificate.

Drug Abuse

The term “Drug Abuse” means the chronic and uncontrolled consumption, injection or other utilization of any drug or other substance, singularly or in combination, not medically prescribed or administered or the over-utilization of any drug that is medically prescribed or administered which, if continued, would irreparably harm bodily organs or functions.

Effective Date or Effective Date of Coverage

The terms “Effective Date” and “Effective Date of Coverage” mean the date on which the coverage becomes effective in accordance with the ELIGIBILITY AND COVERAGE section either for the PMA plan or a PMA Participant (upon enrollment, re-enrollment, or an increase in the Monthly Benefit Amount), given the context of its use. If a PMA Participant changes to a new Monthly Benefit Amount, the terms “Effective Date” and “Effective Date of Coverage” mean the date on which the new Monthly Benefit Amount becomes effective

Elimination Period

The term “Elimination Period” means the period of consecutive days during a Period of Disability for which no benefit is payable. This period is shown in the [SUMMARY OF PILOT MUTUAL AID PLAN](#) section. It begins on the Onset of Disability and ends on the later of: (A) the completion of 60 consecutive days following the Onset of Disability; or (B) the date that the PMA Participant exhausts: (i) the number of sick hours either designated by the PMA Participant or required by the working Agreement prior to receiving Company long term disability benefits, and (ii) any vacation³ from the Company.

Eligible Member

The term "Eligible Member" means a Member who satisfies the requirements contained in the "[Eligibility](#)" subsection.

Equitable Defense(s)

The term "Equitable Defense(s)" means a defense based on:

- (A) the PMA Participant not having received third party payments for full damages or expenses in connection with the Sickness or Injury;
- (B) the "make whole" doctrine;
- (C) the "fund" doctrine;
- (D) the "common fund" doctrine;
- (E) determination or agreements regarding comparative and/or contributory negligence;
- (F) the "collateral source" rule;
- (G) the "attorney fund" doctrine;
- (H) regulatory diligence; or
- (I) any other equitable defenses that may purport to affect PMA's right to reimbursement.

ERISA

The term "ERISA" means the Employee Retirement Income Security Act, as amended from time to time.

Executive Member

The term "Executive Member" means a management pilot for which total compensation is not defined by the collective bargaining agreement. Executive Members will have full access to APA-sponsored plans and programs and online information related to APA-sponsored plans and programs.

Executive Non-Member

The term "Executive Non-Member" means a management pilot whose total compensation is not defined by the collective bargaining agreement and as such is not eligible for APA membership as set forth in the Constitution and Bylaws.

Expense Reserve

The term "Expense Reserve" means the amount available for use to pay PMA administration costs and other PMA expenses.

Fiduciary

The term "Fiduciary" or "Fiduciaries" means the person(s) responsible for the operation of PMA.

File or Filed

The terms "File" or "Filed" mean the date the claim form is postmarked, if mailed, or sent by overnight delivery; otherwise, it is the date the PMA Claims Processor receives the form.

Furlough

The term "Furlough" means the period during which a Member is furloughed by the Company and maintains rights of recall. For purposes of this Plan, "Furlough" includes any period during which a Member becomes a pilot for Envoy, Inc., in lieu of furlough, pursuant to the labor agreement between APA and the Company, provided the Member maintains rights of recall.

Grace Period

The term "Grace Period" means the six (6) month period following an Inactive PMA Participant's return to Active Flight Status during which such Participant may re-enroll in PMA (not applicable to Inactive Participants on a Military Leave of Absence or a Leave of Absence who elect to continue to pay contributions while on leave).

Grandfathered Executive Member

The term "Grandfathered Executive Member" means a member who, on February 28, 2008, was both: (1) an executive member of APA, as defined in the Constitution and Bylaws, and (2) was a PMA Participant.

Inactive PMA Participant

The term "Inactive PMA Participant" means a PMA Participant who is not on either on Active Flight Status or on a Union Leave of Absence from the Company due to a Leave of Absence, a Military Leave of Absence, Furlough, becoming an Executive Non-Member, or for any Period of Disability after becoming eligible to receive Monthly Disability Benefit Payments and prior to returning to Active Flight Status. A PMA Participant will be considered an Inactive PMA Participant during such absence and during the Grace Period following return to Active Flight Status until the Effective Date of such Participant's re-enrollment in PMA. Participants on a Military Leave of Absence or a Leave of Absence who elect to continue to pay contributions while on leave will be considered Inactive PMA Participants while on leave, but will resume participation immediately upon their return to Active Flight Status with no requirement to re-enroll.

Injury

The term "Injury" means accidental bodily injury which causes a Disability provided that the Onset of Disability due to such injury is within six months of the date of the Injury.

Leave of Absence

The term "Leave of Absence" means an unpaid leave of absence approved by the Company, including but not limited to leaves of absence due to sickness or disability. Unless otherwise specified, Leave of Absence shall not include a Military Leave of Absence, a personal leave of absence or a Union Leave of Absence.

Lifetime Maximum

The term "Lifetime Maximum" means the maximum number of Monthly Disability Benefit Payments that a PMA Participant may receive under PMA for any reason for periods on or after July 1, 2017. The Lifetime Maximum is thirty-six (36) Monthly Disability Benefit Payments.

Master Trust

The term "Master Trust" means the account from which benefits and expenses will be paid in accordance with PMA terms and Section 501(c)(9) of the Internal Revenue Code.

Master Trustee

The term "Master Trustee" means State Street Bank.

Maximum Monthly Benefit

The term "Maximum Monthly Benefit" means the maximum Monthly Disability Benefit Payment payable to a PMA Participant. The Maximum Monthly Benefit is the lesser of:

- (A) The amount selected by the PMA Participant;
- (B) \$1,980 for PMA Participants on first year pilot pay rates;
- (C) \$2,970 for PMA Participants on second year pilot pay rates; or
- (D) \$3,960.

Member

The term "Member" means each of the following individuals:

- (A) An Active Member;
- (B) An Executive Member
- (C) An Apprentice Member; and
- (D) A Grandfathered Executive Member.

Membership Date

The term "Membership Date" means the date a Member's application for membership in APA is approved by vote by the membership of the domicile that has jurisdiction over the application as described in the Constitution and Bylaws.

Mental or Nervous Disorder

The term "Mental or Nervous Disorder" means any condition(s) of neurosis, psychoneurosis, psychopathy, psychosis, personality disorder, transient situational disorder, or mental or emotional Sickness or disorder of any kind, as defined in the most current edition of the Diagnostic and Statistical Manual (DSM).

Military Leave Of Absence

The term "Military Leave of Absence" means a leave of absence from the Company for military service.

Monthly Benefit Amount

The term "Monthly Benefit Amount" means the amount, not to exceed the Maximum Monthly Benefit, equal to the Daily Benefit Amount multiplied by thirty (30).

Monthly Disability Benefit Payment

The term "Monthly Disability Benefit Payment" means a benefit payment for a complete calendar month. Partial calendar months shall be prorated based on a thirty (30) day month. Thirty (30) prorated days shall equal a Monthly Disability Benefit Payment.

Named Beneficiary

The term "Named Beneficiary" means the person or persons (including a trust) designated by the PMA Participant to receive any Death Benefit payable under PMA. A PMA Participant may designate or change the Named Beneficiary at any time by completing the appropriate forms maintained by the PMA Plan Processor.

Named Fiduciary

The term "Named Fiduciary" means the person with the authority to control and manage the operation and administration of PMA. APA is the Named Fiduciary for PMA. The BRAB is also a Fiduciary and the APA has delegated to the BRAB the authority to interpret the PMA and to decide benefit claim appeals.

Onset of Disability

The term "Onset of Disability" means the date a PMA Participant can no longer perform the duties of a pilot for the Company due to Disability.

Overpayment(s)

The term "Overpayment(s)" means any amount paid to or on behalf of a PMA Participant by PMA that is greater than the benefit to which the PMA Participant is entitled, including without limitation benefits erroneously paid by PMA based on a mistake of fact or administrative error or as a result of fraud, misrepresentation, or concealment of any relevant fact (as determined by the PMA Administrator in its sole discretion).

Period of Disability

The term "Period of Disability" means a period of Disability during which:

- (A) the Plan Participant is continuously Disabled; or
- (B) the Plan Participant has a Recurring Disability.

Any Disability that a Plan Participant incurs following a return to Active Flight Status, that is not a Recurrent Disability, will be considered to commence a new Period of Disability, subject to all Plan provisions including the requirement for a new Elimination Period.

Physician

The term "Physician" means a practitioner of the healing arts who is licensed and regulated by a state or federal agency and is acting within the scope of his or her license. Physician shall not include the PMA Participant or a person in the PMA Participant's immediate family.

PMA

The term "PMA" means the Allied Pilots Association Pilot Mutual Aid Plan.

PMA Administrator

The term "PMA Administrator" means the APA.

PMA Claims Processor

The term "PMA Claims Processor" means the firm that determines a PMA Participant's initial and continued eligibility for a Disability benefit under PMA. The Guardian Life Insurance Company is the PMA Claims Processor.

PMA Participant

The term "PMA Participant" means a Member who has enrolled in PMA, paid the required contribution and whose coverage has not terminated.

PMA Plan Processor

The term "PMA Plan Processor" means the firm providing or arranging for administrative services to APA in connection with the operation of the Plan and performing such other functions as may be delegated to it. NGS Insurance Agency, Inc. is the PMA Plan Processor.

PMA Sponsor

The term "PMA Sponsor" means the Allied Pilots Association.

POD

The term "POD" means the Allied Pilots Association Pilot Occupational Disability Plan.

Pre-Existing Condition

The term "Pre-Existing Condition" means a Sickness or Injury for which the PMA Participant:

- (A) Received medical treatment or care that rises above the level of consultation; or
- (B) Took prescribed drug(s) or medicine(s);

within the twelve (12) month period immediately prior to the PMA Participant's Effective Date of Coverage under PMA.

Protocol

The term "Protocol" means an internal rule, guideline, standard, or other similar criterion with respect to a PMA benefit determination.

Recommended Therapeutic Program

The term "Recommended Therapeutic Program" means a treatment program for the condition causing the Disability which is recommended by the PMA Participant's Physician.

Record

The term "Record" means all documents, records, and other information relevant to a PMA Participant's claim for benefits.

Recurring Disability

The term "Recurring Disability" means a Disability that occurs after the Plan Participant has returned to Active Flight Status that is due to the same cause or causes as the previous Disability and such Disability begins less than 12 months after the date the Plan Participant returned to Active Flight Status from the previous Disability.

Regular Care and Attendance of a Physician

The term "Regular Care and Attendance of a Physician" means a planned program of observation and treatment which is carried out by Physician; in accordance with current standards and customs of medical practice; and necessary for the Sickness or Injury causing the Disability.

Reimbursement Agreement

The term "Reimbursement Agreement" means:

- (A) The written agreement between the PMA Participant and PMA regarding the repayment of an Overpayment, or
- (B) A similar agreement between a PMA Participant and POD regarding an overpaid benefit from POD.

Sickness

The term "Sickness" means an illness, disease or pregnancy which causes the PMA Participant to be Disabled.

Union Leave of Absence

The term "Union Leave of Absence" means a leave of absence from the Company to work on APA business.