

Disability, Life, and Accident Plans

Summary Plan Description

2009 and 2010 Union-Represented Employees SPEEA and AMPA

The summary plan description (SPD) for this Plan is this booklet and any summaries of material modifications (*Updates*). *Updates* are issued if the Company adds to or changes benefits in the Plan after the SPD is published. The *Updates*, if any, are incorporated at the end of this booklet.

The content and delivery of this booklet are intended to comply with the Employee Retirement Income Security Act of 1974, as amended (ERISA). If there is any conflict between the information in this booklet and the official Plan document, the official Plan document will govern.

Plan Information and Notice

The Boeing Company provides disability, life, and accident plans designed to protect you and your family against financial hardship. You are eligible for coverage under these plans if you meet the conditions described in this booklet and you are represented by one of the union groups listed in Section 1.

All benefits are provided through The Boeing Company Master Welfare Plan and its component benefit programs. The benefits in this booklet are provided under The Boeing Company Employee Health and Welfare Benefit Plan (Plan 503) (the “Plan”).

Through this Plan, The Boeing Company (the “Company”) also provides different benefit plans to other groups. Because they have different benefits, those groups receive separate summary plan description booklets. (See “Other Groups That the Plan Covers,” in Section 11.)

Summary Plan Description and Plan Document

The disability, life, and accident plans under the Plan are

- Short-Term Disability Plan.
- Long-Term Disability Plan.
- Basic Life Insurance Plan.
- Supplemental Life Insurance Plan.
- AD&D Plan.
- Supplemental AD&D Plan.
- Business Travel Accident Plan.

The summary plan description for these plans is this booklet and any summaries of material modifications (*Updates*).

The actual Plan is a complex legal document that was written in accordance with Federal rules, including rules of the Internal Revenue Service. The Plan document is The Boeing Company Master Welfare Plan, applicable summary plan descriptions, insurance contracts and funding vehicles, and other “governing documents.”

The contents and delivery of this booklet are intended to comply with the Employee Retirement Income Security Act of 1974, as amended (ERISA). If there is any conflict between the information in this booklet and the official Plan document, the official Plan document will govern.

Any representations contrary to the Plan are not binding.

Updates

Periodically, the Company may add to or change benefits in this Plan. If this happens, you will receive an *Update* describing the changes. Be sure to keep any *Updates* with this booklet.

Notice of Company Rights

The Company fully intends to continue the Plan. However, the Company reserves the right to terminate, suspend, or modify any benefits described in this booklet, in whole or in part, at any time, and for any reason for employees, former employees, retirees, and their dependents. The Plan Administrator, the Boeing Service Center for Health and Insurance Plans (the “Boeing Service Center”), and the service representatives have the right to recover overpayments, regardless of the cause, nature, or source of the overpayments.

This summary plan description booklet does not guarantee current or future employment or benefits. Receiving benefits under this Plan does not restrict the Company’s rights to discharge any employee at any time.

For important terms used in this booklet, please see Section 12.

Effective Date

This booklet highlights the benefits available to eligible employees and their eligible dependents under The Boeing Company Employee Health and Welfare Benefit Plan effective

- July 1, 2009, unless otherwise noted, for SPEEA (Professional and Technical Units) and the Airplane Manufacturing Pilots Association.
- January 1, 2010, unless otherwise noted, for SPEEA Wichita Engineering Unit.

Definition of Terms

Key terms used throughout this booklet are in bold the first time the term is used under each heading. You can find the definitions for these terms in Section 12, “Definitions.”



Whom do I contact with questions?

Throughout this booklet, you will be referred to three main sources for additional information:

- Boeing TotalAccess.
- The Boeing Service Center and its web site, Your Benefits Resources.
- Service representatives.

Boeing TotalAccess is your gateway to benefits information. Boeing TotalAccess connects you directly with the Boeing Service Center and many of the service representatives.

You can contact Boeing TotalAccess 24 hours a day, seven days a week.

- On the World Wide Web: Log on to www.boeing.com/express using your BEMS ID number (or Social Security number) and your Boeing TotalAccess password.
- On the Boeing Web (at work): Log on to <https://my.boeing.com> and click the TotalAccess tab.
- By telephone: Call 1-866-473-2016. TTY/TDD services are available at 1-800-755-6363. You must have your BEMS ID number (or Social Security number) and Boeing TotalAccess password. Request the service you are looking for, and the Boeing TotalAccess telephone system will direct you to the resources you need. Customer service representatives are available to assist you and answer questions Monday through Friday from 7 a.m. to 8 p.m. Central time. Self-service applications are available 24 hours a day, seven days a week.

The Boeing Service Center and its web site, Your Benefits Resources, provide information about your disability, life, and accident plan options and costs. You can connect to

- The Your Benefits Resources web site through Boeing TotalAccess on the World Wide Web or Boeing Web.
- The Boeing Service Center by calling Boeing TotalAccess.

You will need your Boeing TotalAccess password to access these services.

Service representatives: The Company has engaged third-party organizations, called service representatives, to administer the plans, make benefit determinations, and pay claims. Each service representative answers benefit and claim questions by telephone, and many provide web sites. Connect to a service representative by

- Calling Boeing TotalAccess.
- Connecting to the service representative’s web site directly. (Web sites are shown in Section 13.)

Refer to “Where to Get More Information,” in Section 13, for telephone numbers, addresses, and web sites.

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Who Is Eligible

These plans are intended to cover you and your dependents who meet the eligibility requirements described in this section. Generally, if you meet these conditions, you are eligible to enroll. Your eligible dependents—your spouse or same-gender domestic partner and your children—may be covered under the optional or supplemental coverage plans if you are enrolled as an employee.

You

You are eligible for coverage under the disability, life, and accident plans described in this booklet if you are

- A full-time employee of The Boeing Company represented by one of the following unions:
 - Airplane Manufacturing Pilots Association
 - Society of Professional Engineering Employees in Aerospace
 - Professional Unit
 - Technical Unit
 - Wichita Engineering Unit
- On the active payroll and paid through the Company payroll system.

Part-Time Employees

If you are a part-time employee, you may be eligible for the disability, life, and accident plans described in this booklet. To be eligible, you must work a fixed weekly schedule of more than 19 hours.



Who is not eligible for the disability, life, and accident plans?

You are not eligible for disability, life, and accident benefits if you are

- On a part-time work schedule and are regularly scheduled to work 19 or fewer hours each week.
- Working in a capacity that, at the Plan Administrator's sole discretion, is considered contract labor or independent contracting.
- Not represented by one of the union groups listed under "Who Is Eligible," above.

Your Dependents

If you are eligible for and enrolled in the Supplemental Life Insurance Plan and/or the Supplemental AD&D Plan as an employee, you also may cover your eligible dependents. Dependents who are eligible include your spouse or same-gender domestic partner and children, as described below. Proof of dependent eligibility may be required.

Your Spouse or Same-Gender Domestic Partner

Under these plans, "spouse" and "same-gender domestic partner" mean

- Your legal spouse (as recognized under both applicable state law and the Internal Revenue Code).
- Your opposite-gender common-law spouse if your relationship meets the common-law requirements for the state where you entered the common-law relationship.
- Your same-gender domestic partner if
 - You and your partner live in the same permanent residence in a permanent, exclusive, emotionally committed, and financially responsible relationship similar to a marriage.
 - Your partner is at least 18 years old, is not related to you by blood, is not married to or separated from another person, and is not a domestic partner to anyone else.
 - Your domestic partner relationship is not solely to obtain coverage under the Plan.

Note: An individual who is recognized under state law as your same-gender spouse qualifies as a same-gender domestic partner under the plans.



Do different benefits apply to a same-gender domestic partner?

No. An eligible same-gender domestic partner is considered a spouse for the purposes of administering these life and accident insurance benefits. Any provision in this booklet that applies to a spouse also applies to a same-gender domestic partner.

Your Dependent Children

Your dependent children are your natural children, adopted children, children legally placed with you for adoption, and stepchildren who are, in each case, under age 25, unmarried, and dependent on you for principal support.

You also may cover unmarried children under age 25 who are dependent on you for principal support and are one of the following:

- Related to you either directly or through marriage (for example, grandchildren, nieces, and nephews).
- Dependents of your eligible same-gender domestic partner.
- Under your legal custody or guardianship (or for whom you have a pending application for legal custody or guardianship) and are living with you.

You may cover unmarried children described above who are age 25 or older, disabled, and incapable of self-support because of any mental or physical condition that began before age 25. Coverage may continue under your Supplemental Life Insurance Plan and Supplemental AD&D Plan for the duration of the incapacity as long as you continue to be eligible and enrolled in the plans and the child continues to meet these eligibility requirements.



What is principal support?

Principal support means that you and/or your current or former spouse provide more than half the financial support for your child. (In determining this, you can exclude any scholarships for study at a regular educational institution unless the child is not your natural child, adopted child, or stepchild.) In most cases, if you claim the child as a dependent on your annual Federal taxes, then you provide principal support for the purposes of eligibility for this plan.

If you have never been married to the other parent of your child, then you must provide more than half the support for your child, regardless of the other parent's support. If you are divorced from the other parent of your child, special rules apply; contact your tax adviser.

When Additional Documentation Is Required

To cover dependents, you may be required to submit more information or a coverage application to the Boeing Service Center.

If you do not submit the requested information or application by the date specified by the Boeing Service Center, your request to add or change coverage may be denied. The situations described below commonly require additional information. At the Plan Administrator's discretion, other situations also may require more information.

Application for Disabled Children

Coverage for a disabled child normally ends on his or her 25th birthday. However, you may continue his or her coverage if a physician provides proof that the child is incapable of self-support because of disability. You may be required to confirm the disability from time to time.

If your eligible disabled dependent child is 25 or older and the disability started before age 25, you may enroll the child by completing a special application. Call the Boeing Service Center through Boeing TotalAccess for an application.

Documentation for Legal Custody or Guardianship

You will be required to submit documentation to the Boeing Service Center if you assume legal custody or guardianship of a child.

Proof of Marriage or Qualifying Domestic Partner

If you enroll your spouse, you may be required to document your marriage or common-law marriage.

If you enroll your eligible same-gender domestic partner or his or her eligible children in the Supplemental Life Insurance Plan and/or Supplemental AD&D Plan, you may be required to submit proof of your qualifying domestic partnership. For additional information, contact the Boeing Service Center through Boeing TotalAccess.

Dependents Not Eligible for Coverage

You cannot cover your spouse, same-gender domestic partner, or dependent children under the following circumstances:

- You cannot continue coverage for dependents while they are serving in the armed forces of any country or subdivision of a country for more than 30 days.
- Under the Supplemental Life Insurance Plan, you cannot cover dependents who reside outside the United States or Canada.

When You and Your Spouse or Same-Gender Domestic Partner Both Work for the Company

If you and your spouse or same-gender domestic partner both work for the Company, special coverage provisions will apply. Generally, no person may be covered both as an employee and as a dependent under any type of plan offered by the Company.

However, if your spouse or same-gender domestic partner is an employee of the Company and does not have supplemental life insurance and/or supplemental AD&D coverage, he or she may be covered as a dependent under your Supplemental Life Insurance Plan and/or Supplemental AD&D Plan.

When you and your spouse or same-gender domestic partner both work for the Company, you can cover your eligible children under one parent's plans. Once enrolled under one parent's plans, eligible children can transfer to the other parent's plans only during an authorized enrollment period or because of a change in status.

In certain circumstances, special rules may apply; for details, contact the Boeing Service Center through Boeing TotalAccess.

Plan Overview

The following chart summarizes the benefits covered by each plan described in this booklet. For plan details, see Sections 2 through 8.

Under the . . .	Benefits may be paid . . .
Short-Term Disability Plan	If you become disabled as a result of an accidental injury or illness, including a pregnancy-related condition. The Company pays for short-term disability coverage.
Long-Term Disability Plan	If you become disabled as a result of an accidental injury or illness, including a pregnancy-related condition. You can choose this optional coverage; you pay the full cost.
Basic Life Insurance Plan	If you die for any reason. The Company pays for basic life insurance coverage.
Supplemental Life Insurance Plan	If you or a covered dependent dies for any reason except suicide (see “Suicide Exclusion,” in Section 5). You can choose this additional coverage for yourself and your dependents; you pay the full cost.
AD&D Plan	In the event of <ul style="list-style-type: none"> • Your death.* • Paralysis or loss of your limbs, eyesight, hearing, or speech.* The Company pays for AD&D coverage.
Supplemental AD&D Plan	In the event of <ul style="list-style-type: none"> • Death.* • Paralysis or loss of limbs, eyesight, hearing, or speech.* You can choose this additional coverage for yourself and your dependents; you pay the full cost.
Business Travel Accident Plan	In the event of <ul style="list-style-type: none"> • Your death.* • Paralysis or loss of your limbs, eyesight, hearing, or speech.* The Company pays for business travel accident coverage.

* Death or loss must be caused by a covered accident.

When to Enroll or Make Changes

No enrollment is required for any coverage paid for by the Company. For supplemental or optional coverages, you generally may enroll or make coverage changes

- By the date printed on the enrollment worksheet you receive as a newly eligible employee.
- During the annual enrollment period designated by the Company.
- Within 60 days of a status change during the year.

Each of these enrollment events is explained here.

To enroll, follow the instructions in “How to Enroll,” later in this section. The date when you enroll or change coverage generally determines when your coverage begins. (See “When Coverage Begins,” later in this section.)

If You Are Newly Eligible

If you are a newly eligible employee, you will receive an enrollment worksheet by mail that shows your available health and insurance plan options, coverage levels, and costs. You can also find enrollment information on line at the Your Benefits Resources web site.

Enrollment is automatic in the Short-Term Disability Plan, Basic Life Insurance Plan, AD&D Plan, and Business Travel Accident Plan. Enrollment in the Long-Term Disability Plan, Supplemental Life Insurance Plan, and Supplemental AD&D Plan is optional. You must enroll by the date indicated on your enrollment worksheet if you want coverage under these plans.



What will happen if I miss my enrollment date for optional coverage?

When you become eligible for coverage, the Boeing Service Center will send you an enrollment worksheet that outlines the optional coverages available to you. If you do not enroll by the date printed on your enrollment worksheet, you will not have optional disability, life, or accident coverage. Your family also will not be enrolled or have coverage. In addition, if you want to enroll later, you may have to provide evidence of insurability, as described later in this section.

During the Annual Enrollment Period

The Company establishes an annual enrollment period each year. During annual enrollment, you may be able to add, increase, or drop coverage for yourself or your eligible dependents in accordance with the eligibility rules. The Company will send you information about the annual enrollment dates and when your coverage changes will be effective.

During the Year When Certain Life Events Occur

After you enroll, you generally may change coverage only during the annual enrollment period designated by the Company. However, you may be able to add or drop coverage during the year as a result of status changes, as described below.

Status Changes

You may be able to enroll, increase your level of coverage, or add dependents to your coverage under the Supplemental Life Insurance Plan (if eligible) or Supplemental AD&D Plan, or enroll in the Long-Term Disability Plan midyear if you experience one of the status changes listed here. Any change to your coverage must be consistent with the status change that affects your or your dependent's eligibility for Company-sponsored life coverage or coverage sponsored by your eligible dependent's employer.

Status changes are the following events:

Legal marital status (or qualifying same-gender domestic partnership). You marry, enter into a same-gender domestic partnership, divorce, legally separate, or dissolve a same-gender domestic partnership or your marriage is annulled or your spouse or same-gender domestic partner dies.

Number of dependent children. You lose or gain a dependent child through death, birth, adoption, or placement of a child in your home for adoption.

Employment status. Your or your dependent's eligibility for coverage is affected by a change in job situation such as termination or commencement of employment, strike or lockout, commencement of or return from an unpaid leave of absence, a change in work site, a transfer between a salaried and an hourly position, a transfer between a full-time and a part-time position, or a transfer between a nonunion position and a union-represented position.

Dependent child's eligibility. Your dependent child becomes eligible or ineligible for coverage (for example, if your child marries, no longer qualifies for principal support, or exceeds the age limits).

Enrollment change in another plan. Your spouse, same-gender domestic partner, or dependent child makes an enrollment change in his or her employer-sponsored life or accident coverage.

Family and Medical Leave Act leave of absence. You take an approved leave of absence in accordance with the Family and Medical Leave Act of 1993 (FMLA).

You must request enrollment or changes within 60 days after the status change through the Your Benefits Resources web site or by calling the Boeing Service Center through Boeing TotalAccess. The Boeing Service Center may request documentation of the change. You must provide the Boeing Service Center with any required supporting documentation within 31 days of the date on which you request enrollment, or the coverage change request may be denied. In addition, evidence of insurability (proof of good health) may be required. (See “Evidence of Insurability,” in this section, for more information.)

You may drop or reduce coverage under long-term disability and supplemental life insurance at any time. You may drop or reduce your supplemental AD&D coverage only during annual enrollment or within 60 days following a status change, as described earlier in this section.

How to Enroll

Soon after you become an eligible employee, you will receive a Boeing TotalAccess password and an enrollment worksheet for your health and insurance benefits. You can find enrollment information on line at the Your Benefits Resources web site. You can use your enrollment worksheet as a guide when you enroll; you will not need to submit it to enroll.

You also will need

- Your BEMS ID number (or Social Security number) and birth date.
- Social Security numbers and birth dates for any dependents you are enrolling.



Do I need to enroll?

You automatically are enrolled in the Short-Term Disability Plan, Basic Life Insurance Plan, AD&D Plan, and Business Travel Accident Plan. Enrollment is required if you are eligible for and want optional long-term disability, supplemental life insurance, or supplemental AD&D coverage.

You can enroll on line through the Your Benefits Resources web site—at work or from home. Your Benefits Resources also provides many tools to help you

- Learn about and compare your plan options.
- Review your choices.
- Understand what your coverage will cost each pay period.

To see when coverage starts, read “When Coverage Begins,” later in this section.

After you enroll, you can use the Your Benefits Resources web site to review your elections and see your costs for coverage.



How do I enroll if I do not have a computer?

You can enroll by speaking with a representative at the Boeing Service Center by calling Boeing TotalAccess.

You may enroll in all, some, or none of the supplemental or optional coverages. The following describes additional enrollment provisions.

Evidence of Insurability

If you enroll for supplemental life insurance or long-term disability optional coverage when first eligible, you can enroll without evidence of insurability (satisfactory proof of good health); however, evidence of insurability is required for a supplemental life insurance amount over \$500,000.

If you do not enroll when first eligible, or you want to increase your coverage amount, you must provide evidence of insurability to the service representative. (Evidence of insurability is not required for Supplemental AD&D Plan coverage at any time.) Evidence of insurability also will be required for your spouse or same-gender domestic partner. Children are not subject to evidence of insurability. Your application for coverage and evidence of insurability must be approved by the service representative before your coverage will become effective.

If evidence of insurability is required, you will be asked to complete a medical history questionnaire and sign an authorization for the service representative to obtain information from your physician(s). The service representative also may ask you to have an examination by a doctor of your choosing at your own expense. The service representative will maintain strict confidentiality of this information.

Coverage subject to evidence of insurability is effective on the first day of the month following the date the service representative approves the evidence of insurability.

For more information about enrolling in the Supplemental Life Insurance Plan or Long-Term Disability Plan and providing evidence of insurability, call the Boeing Service Center through Boeing TotalAccess.

How to Designate a Beneficiary

The life and accident plans allow you to designate a person (or persons), will, or trust, as your beneficiary. Your beneficiary will receive benefits if you die. You can designate a beneficiary through the Boeing Service Center on line or by telephone. If you designate your beneficiary on line, you will need to provide your beneficiary's full name, relationship, gender, Social Security number, and birth date. If you do not use the online tool and designate your beneficiary by calling the Boeing Service Center through Boeing TotalAccess, beneficiary Social Security numbers will not be required.

If you cover your spouse, same-gender domestic partner, or dependent children under the Supplemental Life Insurance Plan and/or Supplemental AD&D Plan and want to designate a beneficiary other than yourself, you, as the employee, must designate another beneficiary. If you do not specifically designate a beneficiary, you automatically will be the designated beneficiary.

If you do not designate a beneficiary or if a designated beneficiary does not survive you, the life and accident insurance benefits will be paid to your surviving family members in the following order:

- Your spouse.
- Your child or children, in equal shares.
- Your parent or parents, in equal shares.
- Your sibling or siblings, in equal shares.

If none of these family members survives you, the life and accident insurance benefits will be paid to your estate.



If my child is my beneficiary and is a minor at the time of my death, will he or she receive benefits?

Generally, your child will not receive benefits until he or she reaches the age of majority (which varies by state). In order to issue benefits payable to a minor, the service representative must receive certain information from the court-appointed guardian of the financial property or estate. Call the Boeing Service Center through Boeing TotalAccess for details.



Do I have to wait for annual enrollment to change my beneficiary?

No. You may designate a new beneficiary at any time on line on the Your Benefits Resources web site or by calling the Boeing Service Center through Boeing TotalAccess.

Assigning Ownership of Your Benefits

The life and accident plans give you the option of assigning ownership of your benefits, including subsequent increases. In some cases, this can remove insurance benefit payments from your taxable estate. However, before you assign ownership, you are encouraged to consult an attorney or an accountant. The Plan does not allow you to assign ownership to a viatical settlement provider.

To assign ownership, you must fill out an Assignment of Group Coverage form, which is available through the Boeing Service Center.

You will need to submit the completed form to the Boeing Service Center. They will then submit the form to the service representative for written consent.

Once you assign ownership of your benefits, you will not be able to change your beneficiary designation.



What is a viatical settlement provider?

A person or company that enters into an agreement under which life insurance benefits for a terminally ill person are assigned in exchange for a lump-sum cash payment. The Plan does not allow you to assign ownership of your benefits to a viatical settlement provider. Instead, the Supplemental Life Insurance Plan includes an accelerated death benefit. If you are eligible and when specific requirements are met, the plan allows terminally ill participants to receive payments while living.

When Coverage Begins

The effective date of your coverage depends on when you enroll and what event initiates your enrollment. The following tables explain when coverage begins for you and your dependents. You must be actively at work (see definition in Section 12) on the effective date of coverage for you and/or your dependents. If you are not actively at work on that date, coverage will be effective on the first day you return to active work. If your coverage date is deferred (for example, you are not actively at work), coverage for your dependents also will be deferred.

Coverage for You

If you . . .	Your coverage will begin on the . . .
Are a newly hired employee	<i>Business travel accident:</i> First day of active employment. <i>All other coverages:</i> First day of the month after your first day of employment.
Enroll or change your coverage after an annual enrollment period	First day of the new benefit year, unless evidence of insurability is required.
Enroll or change your coverage because of a status change	Status change date, unless evidence of insurability is required (see “Status Changes,” in this section).
Are recalled from a layoff within your recall rights period	Date you are reinstated to the active payroll.
Are reemployed after uniformed service (and return to work promptly in accordance with Federal law)	Date you are reinstated to the active payroll.
Return to work from an approved leave of absence	Date you are reinstated to the active payroll.
Are rehired (this includes returning from retirement)	<i>Business travel accident:</i> Date you are reinstated to the active payroll. <i>All other coverages:</i> First day of the month after you are reinstated to the active payroll.
Transfer from one payroll to another	<i>Business travel accident:</i> Date of transfer. <i>All other coverages:</i> First day of the month after or coinciding with the date you are transferred.

Coverage for Your Dependents

If you enroll your dependents or change their coverage . . .	Their coverage will begin on the . . .
When you are a newly hired employee	First day of the month after your first day of employment.
During an annual enrollment period	First day of the new benefit year, unless evidence of insurability is required.
As a result of a status change	Date of the status change event, unless evidence of insurability is required, the first day of the month following evidence of insurability approval.

If your dependent (other than your natural newborn child or newborn child legally placed with you for adoption) is confined in a hospital or similar institution on the date coverage normally would become effective, coverage will not begin until the dependent is discharged from the facility.

What Coverage Costs

The Company pays the full cost of your coverage under the

- Short-Term Disability Plan.
- Basic Life Insurance Plan.
- AD&D Plan.
- Business Travel Accident Plan.

You pay the full cost of any coverage you choose under the

- Long-Term Disability Plan.
- Supplemental Life Insurance Plan.
- Supplemental AD&D Plan.

Your contributions may depend on your age, the amount of coverage you elect, and the number of dependents you cover. Contributions are taken from your paychecks.

The enrollment worksheet (included in your enrollment kit) shows the pay period cost for optional coverage. Current contribution information also is available on the Your Benefits Resources web site or by calling the Boeing Service Center through Boeing TotalAccess. Contributions based on your age may increase on the first day of the month following your birth date.

For coverage that becomes effective after the first day of the month (such as for new dependents), payroll deductions begin with the first paycheck of the next month. Your enrollment in optional coverages authorizes the Company to deduct your contributions from your paychecks.

How the Short-Term Disability Plan Works

The Short-Term Disability Plan pays benefits for certain disabilities that cause you to be unable to perform the duties of your regular occupation or other appropriate work the Company makes available. Under this plan, you are eligible for a short-term weekly disability benefit if you become disabled (on or off the job) as a result of

- A pregnancy-related condition.
- Accidental injury.
- Illness.

Coverage under the plan is automatic and Company paid.

Who Administers the Benefits

The Company has contracted with a service representative to handle the day-to-day administration of this plan. The service representative answers benefit questions, makes benefit decisions, processes claim appeals, and accounts for premiums, service fees, and claim costs. The current service representative for the Short-Term Disability Plan is Aetna Life Insurance Company.

See Section 13 for information on how to contact the service representative.

The Company reserves the right to change the service representative at any time. If this happens, you will be notified in writing.

How the Plan Pays Benefits

You are eligible to receive short-term disability benefits after you have been disabled (as defined in Section 12) for seven consecutive days. Your disability must have occurred while you are covered by the plan. The amount of your short-term disability benefit is based on your weekly salary on record with the Boeing Service Center at the time your disability begins. This salary is called your predisability earnings (see the definition in Section 12). If you are a part-time employee, benefits are determined using the average weekly salary you actually earned for the six weeks immediately preceding the disability date.

Your benefit may be reduced to take into account income you receive from other sources and rehabilitative employment, as described later in this section.

Disability benefit checks under this plan are issued through the Boeing Payroll System.

The following table shows how much the plan pays. There is no minimum or maximum short-term disability benefit.

Amount of Short-Term Disability Benefits	
Benefit Period	Benefit Amount
Week 1	Seven-day waiting period; no benefits paid under the plan*
Weeks 2 through 13	80% of your weekly salary**
Weeks 14 through 26	60% of your weekly salary**
After 26 weeks	You may be eligible for benefits under the Long-Term Disability Plan

* During this waiting period, you may receive up to 100 percent of your weekly salary by using your accrued sick leave, if available. If no sick leave is available, you may use vacation or take this time as leave without pay.

** During weeks 2 through 26, you may supplement your short-term disability benefits with your accrued sick leave or vacation up to 100 percent of your weekly salary. Alternatively, you may use your accrued sick leave or vacation instead of short-term disability benefits.



If my salary changes, when will my short-term disability benefit amount change?

- If you are actively at work (see definition in Section 12), and your weekly salary (see definition in Section 12) increases or decreases, your short-term disability benefit amount automatically will change the first day of the month after or coinciding with the date of the change in salary.
- If you are not actively at work, your short-term disability benefit amount will change the first day of the month.
- If you are already on an approved disability leave, your benefit amount automatically will change the first day of the month after the date the Boeing Service Center is notified of your salary change.
- Any retroactive change to your weekly salary will not retroactively change your eligible benefit amount under this plan.

When Benefits End

Short-term disability benefits end on the earliest of these dates:

- The date you no longer are disabled (see definition in Section 12).
- The date you return to work.
- The last day of your 26-week maximum benefit period.
- The date you are not under the regular care of a physician.
- The date you fail to provide proof of continued disability, refuse to be examined, or withhold information about any employment.
- The date you die.

Separate Periods of Disability

If you experience a second disability, the cause and the length of time between the first and second disability will determine whether the second disability is treated as a continuation of the first or as a separate disability unrelated to the first.

When a Second Disability Is a Continuation of the First Disability

Your second period of disability is considered a continuation of the first if the recurrence is due to the same or related cause as the first, and you returned to active work for 60 days or less before your second disability absence. The following provisions apply:

- No new seven-day waiting period is required.
- You are eligible to receive up to the balance of your short-term disability maximum benefit remaining from your first period of disability.
- Your weekly salary used to determine your first short-term disability benefit stays the same.
- No short-term disability benefits are paid for the time you returned to work.
- The time you returned to work or were not considered disabled does not count toward your 26-week waiting period for long-term disability benefits.

When a Second Disability Is Treated as New and Unrelated to the First Disability

Your second period of disability is considered a separate disability if you no longer are disabled or returned to active full-time work for at least one day and

- Your disability is due to a different cause than the first disability.
- Your disability is due to the same cause as the first disability, but your periods of disability are separated by more than 60 days.
- The first period of disability began before you were covered under this plan.

When any of these applies, you will need to initiate a new claim and meet the waiting period requirements before benefits are paid.

When the Plan Will Not Pay Benefits

The Short-Term Disability Plan will not pay benefits for any disability directly or indirectly caused by

- Committing (or attempting to commit) an assault, battery, or felony.
- Declared or undeclared war or act of war (unless it occurs while you are traveling on Company business).
- Insurrection, rebellion, or taking part in a riot or civil commotion.
- Intentionally self-inflicted injury (while sane or insane).
- Military duty other than temporary active duty of less than 31 days.

You are not eligible for disability benefits during any period you are confined in a penal or correctional institution for conviction of a criminal or other public offense.

Income From Other Sources

Certain other income benefits that you are eligible to receive reduce your short-term disability benefit. You must apply for all other income benefits for which you may be eligible, except retirement benefits.

Income That Reduces Your Short-Term Disability Benefit

The following income benefits reduce your disability benefit under this plan:

- Disability, retirement, or unemployment benefits required or provided under any law of a government, including but not limited to
 - Automobile no-fault wage replacement benefits to the extent required by law.
 - Statutory disability benefits.
 - Unemployment compensation benefits.
 - Veterans' benefits.
 - Workers' compensation benefits.
- Group credit or mortgage disability insurance.
- Half of any award under The Jones Act or The Maritime Doctrine of Maintenance, Wages, and Cure.
- Insured or uninsured disability income plans of any employer, multiemployer or multiple employer welfare plan, union welfare plan, or welfare plan of a group or an association.
- Retirement income benefits from the Company or any Company subsidiaries, except
 - Any retirement benefit you are eligible to receive but elect not to receive.
 - The portion of any lump-sum distribution attributable to employee contributions.
 - The portion of any retirement benefit attributable to employee contributions.
- Salary continuation (when a combination of short-term disability, salary continuation, and other income benefits exceeds 100 percent of your predisability earnings).
- Salary, wages, other compensation from any employer, or income from any occupation for compensation or profit, except for approved rehabilitative employment.

Other income benefits include benefits you, your spouse, and your other dependents receive related to your disability.

Other income benefits paid in a lump sum are allocated over the period specified in the lump-sum settlement. If no period is specified, other income benefits paid in a lump sum will be allocated over 60 months.



What are rehabilitative earnings for this plan?

To encourage your return to gainful employment before you fully recover from disability, the plan allows you to receive pay, called rehabilitative earnings, for approved rehabilitative work without a reduction in your disability benefits.

You may earn up to 100 percent of your predisability earnings through a combination of your short-term disability benefits plus earnings from approved rehabilitative work. However, if the sum of your rehabilitative earnings, short-term disability benefits, and other sources of income goes over your predisability earnings, the excess will be subtracted from your short-term disability benefit.

Income That Does Not Reduce Your Short-Term Disability Benefit

Some sources of income do not reduce your short-term disability benefit, including

- Accelerated benefits paid under a life insurance policy.
- Cost-of-living increases in other income benefits.
- Employer-sponsored deferred compensation, thrift, savings, profit-sharing, stock ownership, stock option, and tax-sheltered annuity plans, including plans qualified under Internal Revenue Code sections 401(k), 403(b), 457, and similar plans.
- Individual disability insurance policies.
- Keogh (HR-10) plans.
- Severance pay.
- Social Security.
- The amount of any retirement or disability benefits you were receiving from these sources when you became disabled:
 - Military or other government service pensions.
 - Retirement benefits from a previous employer.
 - Veterans' benefits for service-related disabilities.
- Traditional or Roth individual retirement accounts (IRA).

Increases in other income benefits will reduce your short-term disability benefits if due to other reasons, such as a change in the number of your family members, recomputation of other income benefits, or a change in the severity of your disability.

How Short-Term Disability Benefits Are Taxed

Benefit payments under the Short-Term Disability Plan generally are taxable income to you. If your benefits are considered taxable income, you will be responsible for paying any required taxes.

Federal law requires Social Security (FICA) withholding from your benefit payments under this plan. The amount withheld will be the current FICA withholding rate applied to the taxable portion of the benefit. The Company will match the amount withheld.

How to Submit a Short-Term Disability Claim

Aetna Life Insurance Company is the service representative for the Short-Term Disability Plan. Claims are processed by the service representative.

To initiate a claim, call Boeing TotalAccess and ask for a leave of absence. Your call will be transferred to the Boeing Leave Service Center administered by Aetna Disability and Absence Management. Claim information will be taken over the telephone; the service representative will advise you if any additional information is required. If possible, have your physician's contact information available.

You must initiate your disability claim within 31 days from the date your seven-day benefit waiting period ends.

If, through no fault of your own, you are unable to initiate your claim within 31 days, you must initiate it as soon as possible. A claim submitted more than one year after your 31-day disability claim-filing period will not be covered unless you are legally incapacitated.

You will receive any retroactive amounts for which you are eligible as soon as your claim is approved.

The telephone numbers and addresses for Boeing TotalAccess and the service representative are listed in Section 13. For tips on how to avoid delays with your claim, see Section 9, "Claims and Appeals."

How the Long-Term Disability Plan Works

The Long-Term Disability Plan pays benefits if you are disabled for an extended period. You may purchase long-term disability coverage if you enroll and make the required contributions. See “What Coverage Costs,” in Section 1, for contribution information.

Who Administers the Benefits

The Company has contracted a service representative to provide insurance coverage and handle the day-to-day administration of this plan. The service representative answers benefit questions, makes benefit decisions, pays claims, processes claim appeals, and accounts for premiums, service fees, and claim costs. The current service representative for the Long-Term Disability Plan is Aetna Life Insurance Company.

See Section 13 for information on how to contact the service representative.

The Company reserves the right to change the service representative at any time. If this happens, you will be notified in writing.

How the Plan Pays Benefits

You are eligible to receive long-term disability benefits after you have been disabled (as defined in Section 12) for 26 weeks. Your disability must begin while you are covered by the plan. If your disability continues after the 26-week waiting period, you receive a monthly benefit that is equal to 60 percent of your monthly salary. Your benefit may be reduced to take into account income you receive from other sources and rehabilitative employment, as described later in this section.

The maximum monthly benefit from this plan is \$10,000.

Your benefits under this plan will be determined using the monthly salary reflected in Boeing Service Center records at the time your disability begins. This is called your predisability earnings (see the definition in Section 12).



If my salary changes, when will my long-term disability benefit amount change?

- If you are actively at work (see definition in Section 12) and your monthly salary (see definition in Section 12) increases or decreases, your long-term disability benefit amount automatically will change the first day of the month after or coinciding with the date of the change in salary.
- If you are not actively at work, your long-term disability benefit amount will change the first day of the month after the date you return to active work.
- If you are already on an approved disability, your benefit amount will not change until you return to active work.
- Any retroactive change to your monthly salary will not retroactively change your eligible benefit amount under this plan.
- Any change to your monthly salary will not affect a benefit payable for a second disability that is considered a continuation of the first disability.

When Benefits End

Long-term disability benefits end on the earliest of these dates:

- The date you no longer are disabled (see definition in Section 12).
- The date you return to work.
- The last day of your maximum benefit period.
- The date you are not under the regular care of a physician.
- The date you fail to provide proof of continued disability, refuse to be examined, or withhold information about any employment.
- The date you die.

The maximum time that long-term disability benefits may be paid depends on your age when your disability begins, as shown in the following table:

Long-Term Disability Benefit Period	
Age When Disability Begins	Maximum Benefit Period*
59 or younger	Until age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

* Or to your Social Security normal retirement age, if later.

Separate Periods of Disability

If you experience a second disability, the cause and the length of time between the first and second disability will determine whether the second disability is treated as a continuation of the first or as a separate disability unrelated to the first.

When a Second Disability Is a Continuation of the First Disability

Your second period of disability is considered a continuation of the first if

- The recurrence is due to the same or related cause as the first, and
- You returned to work or were not considered disabled (a period of temporary recovery) for
 - 60 days or less during the initial 26-week waiting period, or
 - 26 consecutive weeks or less (for each period of temporary recovery) during the payment period.

The following provisions apply to a period of temporary recovery:

- No new 26-week waiting period is required.
- The monthly salary amount used to determine your benefit during your previous period of long-term disability stays the same.
- No long-term disability benefits are paid for the time you are temporarily recovered.
- Your period of temporary recovery does not count toward your
 - Initial 26-week waiting period.
 - Maximum benefit period.
 - Initial 24-month payment period.
 - 24-month limit on disabilities due to mental illness or substance abuse (as described below).

When a Second Disability Is Treated as New and Unrelated to the First Disability

Your second period of disability is treated as a new and separate disability if you no longer are disabled or returned to active work for at least one day and

- Your disability is due to a different cause than the first disability,
- Your disability is due to the same cause as the first disability, but your recovery is longer than the time limits listed above, or
- The first period of disability began before you were covered under this plan.

When any of these applies, you will need to initiate a new claim and meet the waiting period requirements before benefits are paid.

When the Plan Will Not Pay Benefits

The Long-Term Disability Plan will not cover any disability that begins during the first 12 months of coverage if the disability results from a preexisting condition (see definition in Section 12) or is caused by

- Committing (or attempting to commit) an assault, battery, or felony.
- Declared or undeclared war or act of war (unless it occurs while you are traveling on Company business).
- Insurrection, rebellion, or taking part in a riot or civil commotion.
- Intentionally self-inflicted injury (while sane or insane).
- Military duty other than temporary active duty of less than 31 days.

You are not eligible for disability benefits during any period you are confined in a penal or correctional institution for conviction of a criminal or other public offense.

Disability Due to Mental Illness or Substance Abuse

The plan pays benefits to a maximum of 24 months if mental illness or substance abuse is the primary cause of your disability. After 24 months, benefits continue only if you are confined to a hospital or similar institution for the condition causing the disability.

If inpatient confinement lasts

- Less than 30 days: Benefits stop when you are no longer confined.
- 30 days or more: Benefits continue until you have not been confined because of that condition for a total of 90 days in any 12-month period.

The rules described above in “Separate Periods of Disability” do not apply to disabilities caused by mental illness or substance abuse after the first 24 months of benefit payments.

Income From Other Sources

If you are eligible to receive income from certain other sources while disabled, the amount of that income will be subtracted from your monthly long-term disability benefit. However, your benefit will not be reduced to less than 20 percent of your predisability earnings.

You must apply for all other income benefits for which you may be eligible, except retirement benefits, before your normal retirement age. If Social Security, workers' compensation, or other benefits are denied, you must reapply and send the service representative evidence that you have reapplied.

Income That Reduces Your Long-Term Disability Benefit

The following income benefits reduce your disability benefit under this plan:

- Disability, retirement, or unemployment benefits required or provided under any law of a government, including but not limited to
 - Automobile no-fault wage replacement benefits to the extent required by law.
 - Social Security, Railroad Retirement Act, Canada Pension Plan, and Quebec Pension Plan benefits.
 - Statutory disability benefits.
 - Unemployment compensation benefits.
 - Veterans' benefits.
 - Workers' compensation benefits.
- Group credit or mortgage disability insurance.
- Half of any award under The Jones Act or The Maritime Doctrine of Maintenance, Wages, and Cure.
- Insured or uninsured disability income plans of any employer, multiemployer or multiple employer welfare plan, union welfare plan, or welfare plan of a group or an association.
- Retirement income benefits from the Company or any Company subsidiaries, except
 - Any retirement benefit you are eligible to receive before the plan's normal retirement age but elect not to receive before that age. After normal retirement age, long-term disability benefits are reduced by retirement benefits you are eligible to receive (whether or not you receive them).
 - The portion of any lump-sum distribution attributable to employee contributions.
 - The portion of any retirement benefit attributable to employee contributions.
- Salary continuation.
- Salary, wages, other compensation from any employer, or income from any occupation for compensation or profit, except for approved rehabilitative employment.

Other income benefits include primary and family Social Security benefits as well as other benefits you, your spouse, and your other dependents receive.

Other income benefits paid in a lump sum are allocated over the period specified in the lump-sum settlement. If no period is specified, other income benefits paid in a lump sum will be allocated over the lesser of your remaining benefit period or 60 months.



What are rehabilitative earnings for this plan?

To encourage your return to gainful employment before you fully recover from your disability, the plan may allow you to receive pay, called rehabilitative earnings, for approved rehabilitative work without a reduction in your disability benefits:

Payment Period	Maximum You May Earn From Long-Term Disability Benefits + Rehabilitative Earnings
First 24 months	100% of predisability earnings*
After 24 months	80% of predisability earnings*

* To help protect you from the effects of inflation, your predisability earnings are indexed to the cost of living

If the sum of your rehabilitative earnings, long-term disability benefits, and other sources of income goes over the maximum allowed, the excess will be subtracted from your long-term disability benefit.

Income That Does Not Reduce Your Long-Term Disability Benefit

Some sources of income do not reduce your long-term disability benefit, including

- Accelerated benefits paid under a life insurance policy.
- Cost-of-living increases in other income benefits.
- Employer-sponsored deferred compensation, thrift, savings, profit-sharing, stock ownership, stock option, and tax-sheltered annuity plans, including plans qualified under Internal Revenue Code sections 401(k), 403(b), 457, and similar plans.
- Individual disability insurance policies.
- Keogh (HR-10) plans.
- Severance pay.
- The amount of any retirement or disability benefits you were receiving from these sources when you became disabled:
 - Military or other government service pensions.
 - Retirement benefits from a previous employer.
 - Veterans' benefits for service-related disabilities.
 - Social Security.
- Traditional or Roth individual retirement accounts (IRA).

Increases in other income benefits will reduce your long-term disability benefits if due to other reasons, such as a change in the number of your family members, recomputation of other income benefits, or a change in the severity of your disability.

Retirement Benefits

If you are eligible for long-term disability benefits after attaining age 65, you must elect to start receiving any Boeing-sponsored retirement benefits to which you are entitled by the later of

- 60 days after the end of the retirement plan year in which you reach age 65 (generally, December 31—call the Boeing Pension Service Center through Boeing TotalAccess for confirmation).
- Six months after your period of disability begins.

If you have not elected retirement benefits by then, the service representative will estimate how much you would be eligible to receive and subtract that amount from your long-term disability benefits. The estimate will be used until you provide evidence of the exact amount of your retirement benefit.

How Long-Term Disability Benefits Are Taxed

Benefit payments under the Long-Term Disability Plan are not taxable because you pay the cost of this coverage with aftertax contributions.

How to Submit a Long-Term Disability Claim

If you are receiving benefits under the Short-Term Disability Plan and you continue to be disabled, you do not need to submit a claim for long-term disability benefits under this plan. Aetna Life Insurance Company, the service representative, automatically will review your short-term disability claim to determine if you are eligible for long-term disability benefits and request any additional information needed to initiate your long-term disability benefit payments.

If you are not receiving benefits under the Short-Term Disability Plan, you will need to initiate a claim for long-term disability benefits by calling Boeing TotalAccess at the start of your medical leave. Your call will be transferred to the service representative, where your claim information will be taken over the telephone. The service representative will advise you of any additional information necessary to initiate the claim.

You must initiate your claim within 90 days of the date your 26-week waiting period under this plan ends. If, through no fault of your own, you miss this deadline, you must initiate your claim as soon as possible. A claim submitted more than one year after your 90-day disability claim-filing period will not be covered unless you are legally incapacitated.

The telephone numbers and addresses for Boeing TotalAccess and the service representative are listed in Section 13. For tips on how to avoid delays with your claim, see Section 9, “Claims and Appeals.”

How the Basic Life Insurance Plan Works

The Basic Life Insurance Plan pays a benefit to your beneficiary in the event of your death, regardless of the cause, time, or place of death while you are covered by the plan.

Who Administers the Benefits

The Company has contracted a service representative to provide insurance coverage and handle the day-to-day administration of this plan. The service representative answers benefit questions, makes benefit decisions, pays claims, processes claim appeals, and accounts for premiums, service fees, and claim costs. The current service representative for the Basic Life Insurance Plan is Aetna Life Insurance Company.

See Section 13 for information on how to contact the service representative.

The Company reserves the right to change the service representative at any time. If this happens, you will be notified in writing.

How the Plan Pays Benefits

The basic life insurance coverage amount equals $2\frac{1}{4}$ times your annual salary (defined in Section 12), to a maximum of \$500,000. Coverage is rounded to the next highest \$1,000 if not already an even \$1,000.

In the event of your death, the benefit will be paid to the beneficiary on file with the Boeing Service Center. If you do not have a designated beneficiary on file with the Boeing Service Center or if a designated beneficiary does not survive you, the benefit will be paid to your surviving family members in the following order:

- Your spouse.
- Your child or children, in equal shares.
- Your parent or parents, in equal shares.
- Your sibling or siblings, in equal shares.

If no family member survives you, the basic life insurance benefit will be paid to your estate. For information on how to designate a beneficiary, see Section 1, “Eligibility and Enrollment.”

Your beneficiary will be paid in one of two ways:

- Lump-sum payment.
- A checkbook issued from the service representative.

The service representative automatically will issue a lump-sum payment to any beneficiary receiving less than \$5,000.

For amounts over \$5,000, the service representative will deposit the benefit into an Aetna Benefits Checkbook account. This account earns interest at current money market rates. Your beneficiary can write one check for the entire amount or several checks over a period of time. The account does not have any time limits to spend the funds as long as the checkbook balance is \$2,000 or greater.



Can this basic life insurance benefit be used to pay for my funeral?

Yes. Your beneficiary can assign part of your basic life insurance benefit to a mortuary or funeral home to cover the cost of a funeral, burial, cremation, or crypt. For more information, contact the Boeing Service Center through Boeing TotalAccess.



If my annual salary changes, when will my basic life insurance amount change?

- If you are actively at work (see definition in Section 12), and your annual salary increases or decreases, your basic life insurance amount automatically will change the first day of the month after or coinciding with the date of the change in salary.
- If you are not actively at work, your basic life insurance amount will change the first day of the month after the date you return to active work.
- Any retroactive change to your annual salary will not retroactively change your eligible benefit amount under this plan.

Coverage During a Disability

If you become permanently and totally disabled (defined in Section 12) before age 60 while covered under this plan, the Company will continue your basic life insurance coverage under the plan at no cost to you (premium waiver) as long as you remain disabled.

If you become permanently and totally disabled between the ages of 60 and 65, your coverage under this plan will continue until the earlier of age 65 or your recovery.

Separate periods of total disability that are the result of the same or related causes and separated by fewer than six months of active work are considered one period of total disability, provided the earlier period of disability began while you were covered under this plan.

If you recover but do not return to work, your coverage under the plan will end. You may convert the amount of the unpaid benefit plus accrued interest to an individual life insurance policy, as explained in “Conversion of Your Life and Accident Coverage,” in Section 10.

How Basic Life Insurance Benefits Are Taxed

Benefits generally are not taxable as income to the beneficiary but are taxable as part of the employee’s estate. Contact your tax adviser for additional information.

How to Submit a Basic Life Insurance Claim

Aetna Life Insurance Company is the service representative for the Basic Life Insurance Plan. Claims are processed by the service representative.

To initiate a claim, your beneficiary or designated representative (or you, for coverage during a disability request) will need to contact the Boeing Service Center through Boeing TotalAccess; a Health and Insurance representative will assist in completing the claim and submitting it to the service representative.

A claim for benefit continuation during a period of total disability must be submitted within 12 months from the date the disability starts. All other claims for basic life insurance death benefits should be submitted immediately.

The telephone numbers and addresses for Boeing TotalAccess and the service representative are listed in Section 13. For tips on how to avoid delays with your claim, see Section 9, “Claims and Appeals.”

How the Supplemental Life Insurance Plan Works

The Supplemental Life Insurance Plan pays a benefit to your beneficiary if you die, regardless of the cause (except suicide, as described in this section), time, or place while covered by the plan. Your dependents also may be enrolled in the plan, as described in Section 1, “Eligibility and Enrollment.”

Who Administers the Benefits

The Company has contracted a service representative to provide insurance coverage and handle the day-to-day administration of this plan. The service representative answers benefit questions, makes benefit decisions, pays claims, processes claim appeals, and accounts for premiums, service fees, and claim costs. The current service representative for the Supplemental Life Insurance Plan is Metropolitan Life Insurance Company.

See Section 13 for information on how to contact the service representative.

The Company reserves the right to change the service representative at any time. If this happens, you will be notified in writing.

How the Plan Pays Benefits

You may choose supplemental life insurance coverage from one to five times your annual salary (as defined in Section 12), to a maximum of \$3 million. Amounts over \$500,000 are subject to evidence of insurability (as described below). Coverage is rounded to the next highest \$1,000 if not already an even \$1,000.

Your spouse’s or same-gender domestic partner’s coverage amount equals 50 percent of your coverage amount, to a maximum of \$250,000. Each child’s coverage amount is \$10,000.

If you cover your spouse, same-gender domestic partner, or dependent children and want to designate a beneficiary other than yourself, you, as the employee, must designate another beneficiary. If you do not specifically designate a beneficiary, you automatically will be the designated beneficiary.

In the event of your death, the supplemental life insurance benefit will be paid to your beneficiary on file with the Boeing Service Center. If you do not designate a beneficiary or if a designated beneficiary does not survive you, the benefit will be paid to your surviving family members in the following order:

- Your spouse.
- Your child or children, in equal shares.
- Your parent or parents, in equal shares.
- Your sibling or siblings, in equal shares.

If no family member survives you, the supplemental life insurance benefit will be paid to your estate. For information on how to designate a beneficiary, see Section 1, “Eligibility and Enrollment.”

If your spouse, same-gender domestic partner, or child dies, the supplemental life insurance benefit will be paid to you.

Beneficiaries can choose to have the supplemental life insurance benefit paid in one of two ways:

- Lump-sum payment.
- A checkbook issued from the service representative.

The service representative automatically will issue a lump-sum payment to any beneficiary receiving less than \$5,000.

If a beneficiary requests a checkbook, the service representative will deposit the full benefit into a MetLife Total Control Account. This account earns interest at current money market rates. The beneficiary can write one check for the entire amount or several checks over a period of time. The account does not have any time limits to spend the funds.



If my annual salary changes, when will my supplemental life insurance amount change?

- If you are actively at work (see definition in Section 12), and your annual salary increases or decreases, your supplemental life insurance amount automatically will change the first day of the month after the date the Boeing Service Center is notified of your salary change. (This is subject to the plan's evidence of insurability requirements for an increase resulting in coverage over \$500,000.)
- If you are not actively at work, your supplemental life insurance amount will change the first day of the month after the date you return to active work.
- Any retroactive change to your annual salary will not retroactively change your or your covered dependents' eligible benefit amount under this plan.

Evidence of Insurability

If you apply for an amount of supplemental life insurance coverage in excess of \$500,000, or if your annual salary increases and your supplemental life insurance increases to an amount in excess of \$500,000, you must provide evidence of insurability for review by the service representative.

You and your spouse or same-gender domestic partner may enroll in the Supplemental Life Insurance Plan within 31 days of first becoming eligible without evidence of insurability (unless you enroll for an amount over \$500,000). If you or your spouse or same-gender domestic partner enrolls later, such as after a change in status or during an annual enrollment period, evidence of insurability must be provided, regardless of the amount requested.

You may increase the amount of your supplemental life insurance coverage (to a maximum of five times your annual salary) within 60 days following a change in status or during an annual enrollment period, subject to evidence of insurability for both you and your spouse or same-gender domestic partner (if enrolled).

Coverage subject to evidence of insurability will become effective or increase on the first day of the month following the date the evidence of insurability is approved by the service representative.

Coverage for your children is not subject to evidence of insurability, but you can enroll your children only during an annual enrollment period or within 60 days following a change in status.

For more information, see "Evidence of Insurability," in Section 1.

Suicide Exclusion

The plan does not pay benefits if the covered person commits suicide within two years of becoming covered under the plan. Instead, an amount equal to the contributions paid, without interest, is paid to the beneficiary.

If you elect additional coverage during an annual enrollment period or because of a change in status, the additional benefit amount is not paid if a covered person commits suicide within two years of the date the additional coverage became effective. Instead, an amount equal to the contributions paid, without interest, is paid to the beneficiary.

Accelerated Death Benefit

If you become terminally ill (as defined in Section 12) while you are covered under this plan, and are under age 63 when you apply, you may request an accelerated death benefit of up to 50 percent of your supplemental life insurance benefit, to a maximum of \$300,000. The amount you are eligible to request will be based on the supplemental life insurance coverage amount in effect the date of your request. When the service representative approves your request

- The accelerated death benefit is paid in a lump sum.
- Your supplemental life insurance then in effect is reduced by the accelerated death benefit amount.

After the reduction, you will not be able to convert the accelerated death benefit amount to an individual policy (as described in Section 10). For example, if you have \$150,000 in supplemental life insurance and receive an accelerated death benefit of \$75,000, you can convert only the remaining \$75,000 of insurance to an individual policy.

To the extent allowed by law, any accelerated death benefit you receive is exempt from legal or equitable process for your debts; you are not required to request an accelerated death benefit to satisfy the claims of your creditors.

Your accelerated death benefit amount is generally tax free. However, it may adversely affect your eligibility for Medicaid and other government programs. You may want to consult legal or tax counsel before requesting an accelerated death benefit.

Your spouse or same-gender domestic partner (but not dependent children) also may be eligible for an accelerated death benefit if he or she becomes terminally ill while covered by this plan and is under age 63 when he or she applies.

How to Request an Accelerated Death Benefit

To request an accelerated death benefit, you must call the Boeing Service Center through Boeing TotalAccess, then complete an application and return it to the service representative at the address in Section 13. Along with your application, you must include a statement from a licensed physician in the United States that you are terminally ill, including

- Medical test results.
- Laboratory reports.
- Other information the statement is based on, including the generally accepted protocol used to determine your prognosis.

In considering your request, the service representative may ask you to have an independent medical examination, at its expense. If the results of this examination cause your request to be denied, you and the service representative can select an impartial arbitrator, whose decision will be final and binding. The service representative will pay the cost of an arbitrator.

You may request an accelerated death benefit only once. You are ineligible for an accelerated death benefit if you have (by assignment or otherwise) transferred ownership of your supplemental life insurance coverage to someone else.

The service representative may refuse to pay an accelerated death benefit if any of the following events occurs before approving your request:

- The service representative has been notified that all or part of your benefit is to be paid to your former spouse as part of a divorce agreement or dissolution of same-gender domestic partner relationship.
- The amount of your supplemental life benefit is less than \$10,000.
- The group contract with the service representative terminates (even if all or part of your supplemental life insurance coverage continues for any reason).
- The entire amount of your supplemental life insurance under the group contract ends for any reason.

Coverage During a Disability

You may continue your coverage under this plan for the first six months of a medical leave of absence by paying the required premium to the service representative. If you become totally disabled (as defined in Section 12) before age 65 while covered under the plan and remain totally disabled, the service representative will continue your coverage, without cost to you (premium waiver), until the earlier of age 65 or your recovery. During this period, while on approved leave of absence, you must pay the required contributions to continue coverage for your covered dependents.

During a period of rehabilitative employment under the Short-Term Disability Plan or Long-Term Disability Plan, your supplemental life insurance coverage will be continued under this disability provision instead of as an active employee.

If you recover from your disability but do not return to work, your coverage under this plan will end.

How Supplemental Life Insurance Benefits Are Taxed

Benefits generally are not taxable as income to the beneficiary but are taxable as part of the deceased's estate. Contact your tax adviser for additional information.

How to Submit a Supplemental Life Insurance Claim

Metropolitan Life Insurance Company is the service representative for the Supplemental Life Insurance Plan. Claims are processed by the service representative.

To initiate a claim, you or your beneficiary or designated representative will need to contact the Boeing Service Center through Boeing TotalAccess; a Health and Insurance representative will assist in completing the claim and submitting it to the service representative.

A claim for benefit continuation during a period of total disability must be submitted within 12 months from the date the disability starts. All other claims for supplemental life insurance death benefits should be submitted immediately.

The telephone numbers and addresses for Boeing TotalAccess and the service representative are listed in Section 13. For tips on how to avoid delays with your claim, see Section 9, "Claims and Appeals."

How the AD&D Plan Works

The AD&D Plan pays benefits to

- Your beneficiary in the event of your accidental death.
- You if you become paralyzed or lose the use of your limbs, eyesight, hearing, or speech.

Your death or loss must be caused by a covered nonoccupational or occupational accident.

Who Administers the Benefits

The Company has contracted a service representative to provide insurance coverage and handle the day-to-day administration of this plan. The service representative answers benefit questions, makes benefit decisions, pays claims, processes claim appeals, and accounts for premiums, service fees, and claim costs. The current service representative for the AD&D Plan is National Union Fire Insurance Company of Pittsburgh, PA.

See Section 13 for information on how to contact the service representative.

The Company reserves the right to change the service representative at any time. If this happens, you will be notified in writing.

How the Plan Pays Benefits

The full benefit amount under this plan (principal sum) is \$25,000. The type of loss will determine how much of the benefit the plan will pay.

Death Benefit

In the event of your death, the principal sum will be paid to the beneficiary on file with the Boeing Service Center. If you do not designate a beneficiary or if a designated beneficiary does not survive you, the benefit will be paid to your surviving family members in the following order:

- Your spouse.
- Your child or children, in equal shares.
- Your parent or parents, in equal shares.
- Your sibling or siblings, in equal shares.

If no family member survives you, the death benefit will be paid to your estate. For information on how to designate a beneficiary, see Section 1, “Eligibility and Enrollment.”

Beneficiaries can choose to have the benefit paid in one of two ways:

- Lump-sum payment.
- A checkbook issued from the service representative.

The service representative automatically will issue a lump-sum payment to any beneficiary receiving less than \$10,000.

If your beneficiary requests a checkbook, the service representative will deposit the benefit into a National Union Retained Assets account. This account earns interest at current money market rates. Your beneficiary can write one check for the entire amount or several checks over a period of time. The account does not have any time limits to spend the funds.

Benefits for Other Covered Losses

You are eligible for benefits if a covered accident causes any of the losses shown in the following chart within 365 days of the accident.

If you sustain more than one loss as the result of the same accident, the plan will pay no more than 100 percent of the benefit. If a covered loss results from medical or surgical treatment of an injury, benefits will be provided for the loss.

For any loss other than death, the plan pays benefits in a lump-sum payment.

Percentage of Benefit Paid by Loss	
This chart shows what percentage of the benefit will be paid based on the type of loss caused by a covered accident.	
If your loss is . . .	Percentage of principal sum will be . . .
<i>Life</i>	100
<i>Quadriplegia:</i> Complete and irreversible paralysis of both upper and both lower limbs.	100
<i>Both hands or both feet:</i> Complete severance through or above the wrists or ankle joints.	100
<i>Sight of both eyes:</i> Total and irrecoverable loss of the entire sight in both eyes.	100
<i>One hand and one foot:</i> Complete severance through or above the wrist and ankle joint.	100
<i>One hand and the sight of one eye:</i> Complete severance through or above the wrist and total and irrecoverable loss of the entire sight in one eye.	100
<i>One foot and the sight of one eye:</i> Complete severance through or above the ankle joint and total and irrecoverable loss of the entire sight in one eye.	100
<i>Speech and hearing in both ears:</i> Total and irrecoverable loss of the entire ability to speak and to hear in both ears.	100
<i>Paraplegia:</i> Complete and irreversible paralysis of both lower limbs.	75
<i>Hemiplegia:</i> Complete and irreversible paralysis of the upper and lower limbs on the same side of the body.	50
<i>One hand or one foot:</i> Complete severance through or above the wrist or ankle joint.	50
<i>Sight of one eye:</i> Total and irrecoverable loss of the entire sight in one eye.	50
<i>Speech or hearing in both ears:</i> Total and irrecoverable loss of the entire ability to speak or to hear in both ears.	50
<i>Hearing in one ear:</i> Total and irrecoverable loss of the entire ability to hear in one ear.	25
<i>Thumb and index finger of same hand:</i> Complete severance through or above the metacarpophalangeal joint of the thumb and index finger.	25

Exposure and Disappearance

If you are unavoidably exposed to the elements due to a covered accident and, as a result, suffer a loss for which a benefit is otherwise payable, the loss is covered under the terms of this plan. If your body has not been found within one year of the disappearance, forced landing, stranding, sinking, or wrecking of a vehicle in which you were an occupant, the loss will be covered as an accidental death under the terms of the plan.

When the Plan Will Not Pay Benefits

The AD&D Plan will not pay benefits for death or loss caused by, in whole or in part, any of the following:

- Declared or undeclared war or act of declared or undeclared war occurring in the continental limits of the United States, unless it is an act of terrorism.
- Illness, sickness, disease, bodily or mental infirmity, medical or surgical treatment (unless treating a covered injury), or bacterial or viral infection, regardless of how contracted (except bacterial infection resulting from an accidental cut or wound or accidental food poisoning).
- Suicide or intentionally self-inflicted injury.

How AD&D Benefits Are Taxed

Benefits generally are not taxable as income to the beneficiary but are taxable as part of the employee's estate. Contact your tax adviser for additional information.

How to Submit an AD&D Claim

National Union Fire Insurance Company of Pittsburgh, PA, is the service representative for the AD&D Plan. Claims are processed by the service representative.

To initiate a claim, you or your beneficiary or designated representative will need to contact the Boeing Service Center through Boeing TotalAccess; a Health and Insurance representative will assist in completing the claim and submitting it to the service representative.

Claims and proof of loss must be submitted within 90 days from the date of your death or loss. If, through no fault of your own, you or your beneficiary misses this deadline, proof of loss must be provided as soon as possible. Proof of loss submitted more than one year after the 90-day claim-filing period will not be covered unless you or your beneficiary is legally incapacitated.

The telephone numbers and addresses for Boeing TotalAccess and the service representative are listed in Section 13. For tips on how to avoid delays with your claim, see Section 9, "Claims and Appeals."

How the Supplemental AD&D Plan Works

The Supplemental AD&D Plan pays a benefit for death or loss caused by a covered accident, including an occupational accident. The Supplemental AD&D Plan also includes limited aviation coverage for pilots and crew members, as described later in this section. You and your dependents may purchase this coverage if you enroll in the plan and make the required contributions, as described in Section 1, “Eligibility and Enrollment.”

Who Administers the Benefits

The Company has contracted a service representative to provide insurance coverage and handle the day-to-day administration of this plan. The service representative answers benefit questions, makes benefit decisions, pays claims, processes claim appeals, and accounts for premiums, service fees, and claim costs. The current service representative for the Supplemental AD&D Plan is National Union Fire Insurance Company of Pittsburgh, PA.

See Section 13 for information on how to contact the service representative.

The Company reserves the right to change the service representative at any time. If this happens, you will be notified in writing.

How the Plan Pays Benefits

You may choose supplemental AD&D coverage for yourself to a maximum of \$300,000. The amount of coverage you choose is called the principal sum.

You also may elect to cover your

- Spouse or same-gender domestic partner at a benefit level equal to 50 percent of your coverage.
- Dependent children at a benefit level equal to 10 percent of your coverage.

If you cover your spouse, same-gender domestic partner, or dependent children and want to designate a beneficiary other than yourself, you, as the employee, must designate another beneficiary. If you do not specifically designate a beneficiary, you automatically will be the designated beneficiary.

See “What Coverage Costs,” in Section 1, for contribution information.

The following table lists coverage levels for you, your spouse or same-gender domestic partner, and your dependent children.

Schedule of Benefits for Supplemental AD&D Coverage		
Your Benefit	Spouse or Same-Gender Domestic Partner Benefit	Dependent Children Benefit
\$10,000	\$5,000	\$1,000
\$20,000	\$10,000	\$2,000
\$30,000	\$15,000	\$3,000
\$40,000	\$20,000	\$4,000
\$50,000	\$25,000	\$5,000
\$60,000	\$30,000	\$6,000
\$70,000	\$35,000	\$7,000
\$80,000	\$40,000	\$8,000
\$90,000	\$45,000	\$9,000

Schedule of Benefits for Supplemental AD&D Coverage (continued)

Your Benefit	Spouse or Same-Gender Domestic Partner Benefit	Dependent Children Benefit
\$100,000	\$50,000	\$10,000
\$150,000	\$75,000	\$15,000
\$200,000	\$100,000	\$20,000
\$250,000	\$125,000	\$25,000
\$300,000	\$150,000	\$30,000

Death Benefit

In the event of your death, the supplemental AD&D principal sum will be paid to the beneficiary on file with the Boeing Service Center. If you do not designate a beneficiary or if a designated beneficiary does not survive you, the benefit will be paid to your surviving family members in the following order:

- Your spouse.
- Your child or children, in equal shares.
- Your parent or parents, in equal shares.
- Your sibling or siblings, in equal shares.

If no family member survives you, the death benefit will be paid to your estate. For information on how to designate a beneficiary, see Section 1, “Eligibility and Enrollment.”

If your spouse, same-gender domestic partner, or child dies, the plan pays benefits to you.

Beneficiaries can choose to have the supplemental AD&D benefit paid one of two ways:

- Lump-sum payment.
- A checkbook issued from the service representative.

The service representative automatically will issue a lump-sum payment to any beneficiary receiving less than \$10,000.

If a beneficiary requests a checkbook, the service representative will deposit the benefit into a National Union Retained Assets account. This account earns interest at current money market rates. The beneficiary can write one check for the entire amount or several checks over a period of time. The account does not have any time limits to spend the funds.

Benefits for Other Covered Losses

Benefits are payable if a covered accident causes any of the losses shown in the following chart within 365 days of the covered accident.

If you or your covered dependent sustains more than one loss as the result of the same accident, the plan will pay no more than 100 percent of the benefit. If a covered loss results from medical or surgical treatment of an injury, benefits will be provided for the loss.

Percentage of Benefit Paid by Loss

This chart shows what percentage of the benefit will be paid based on the type of loss caused by a covered accident.

If your loss is . . .	Percentage of principal sum will be . . .
<i>Life</i>	100
<i>Quadriplegia:</i> Complete and irreversible paralysis of both upper and both lower limbs.	100
<i>Both hands or both feet:</i> Complete severance through or above the wrists or ankle joints.	100

Percentage of Benefit Paid by Loss (continued)

This chart shows what percentage of the benefit will be paid based on the type of loss caused by a covered accident.

If your loss is . . .	Percentage of principal sum will be . . .
<i>Sight of both eyes:</i> Total and irrecoverable loss of the entire sight in both eyes.	100
<i>One hand and one foot:</i> Complete severance through or above the wrist and ankle joint.	100
<i>One hand and the sight of one eye:</i> Complete severance through or above the wrist and total and irrecoverable loss of the entire sight in one eye.	100
<i>One foot and the sight of one eye:</i> Complete severance through or above the ankle joint and total and irrecoverable loss of the entire sight in one eye.	100
<i>Speech and hearing in both ears:</i> Total and irrecoverable loss of the entire ability to speak and to hear in both ears.	100
<i>Paraplegia:</i> Complete and irreversible paralysis of both lower limbs.	75
<i>Hemiplegia:</i> Complete and irreversible paralysis of the upper and lower limbs on the same side of the body.	50
<i>One hand or one foot:</i> Complete severance through or above the wrist or ankle joint.	50
<i>Sight of one eye:</i> Total and irrecoverable loss of the entire sight in one eye.	50
<i>Speech or hearing in both ears:</i> Total and irrecoverable loss of the entire ability to speak or to hear in both ears.	50
<i>Hearing in one ear:</i> Total and irrecoverable loss of the entire ability to hear in one ear.	25
<i>Thumb and index finger of same hand:</i> Complete severance through or above the metacarpophalangeal joint of the thumb and index finger.	25

For any loss other than death, the plan pays benefits in a lump-sum payment. For any loss other than death, the plan pays benefits in a lump-sum payment.

- In the event of a loss to you or your covered child, benefits will be paid to you.
- In the event of a loss to your spouse or same-gender domestic partner, benefits will be paid to your spouse or same-gender domestic partner.

Exposure and Disappearance

If you or your covered dependents are unavoidably exposed to the elements due to a covered accident and, as a result, suffer a loss for which a benefit is otherwise payable, the loss is covered under the terms of this plan. If your body has not been found within one year of the disappearance, forced landing, stranding, sinking, or wrecking of a vehicle in which you were an occupant, the loss will be covered as an accidental death under the terms of the plan.

If You Are a Passenger in an Aircraft

If passengers in an aircraft, you and your family members are covered at the benefit level you selected.

If You Are a Pilot or Crew Member

If you are a Company pilot or crew member operating or serving on the crew of an aircraft flown at the direction and on behalf of the Company, you are covered at the benefit level you selected. However, if you or your dependent is a certified and licensed pilot or crew member operating or serving on the crew of any other aircraft, coverage is limited to \$100,000. Coverage also is limited to \$100,000 for hang gliding, ultralight, and sport parachuting accidents.



What is a crew member?

Under this plan, a crew member is a copilot, flight attendant, navigator, flight engineer, bombardier, boom operator, defense system operator, flight analyst, or systems operator.

For aviation exclusions, see “When the Plan Will Not Pay Benefits,” below.

When the Plan Will Not Pay Benefits

The Supplemental AD&D Plan will not pay benefits for death or loss caused by, in whole or in part, any of the following:

- Declared or undeclared war or act of declared or undeclared war occurring in the continental limits of the United States, unless it is an act of terrorism.
- Illness, sickness, disease, bodily or mental infirmity, medical or surgical treatment (unless treating a covered injury), or bacterial or viral infection, regardless of how contracted (except bacterial infection resulting from an accidental cut or wound or accidental food poisoning).
- Military duty other than temporary active duty of less than 31 days.
- Suicide or intentionally self-inflicted injury.

You or your covered dependents also are not covered while flying as a pilot or crew member in any

- Aircraft being used for crop dusting, seeding, skywriting, racing, or aerial photography.
- Aircraft or device for aerial navigation that is not or cannot be certified, except as specified for hang gliders, ultralights, and sport parachutes. (See “If You Are a Pilot or Crew Member,” earlier in this section.)
- Military aircraft or aircraft operated under an experimental airworthiness certificate, unless that aircraft is being flown at the direction and on behalf of the Company.

How Supplemental AD&D Benefits Are Taxed

Benefits generally are not taxable as income to the beneficiary but are taxable as part of the employee’s estate. Contact your tax adviser for additional information.

How to Submit a Supplemental AD&D Claim

National Union Fire Insurance Company of Pittsburgh, PA, is the service representative for the Supplemental AD&D Plan. Claims are processed by the service representative.

To initiate a claim, you or your beneficiary will need to contact the Boeing Service Center through Boeing TotalAccess; a Health and Insurance representative will assist in completing your claim and submitting it to the service representative.

Claims and proof of loss must be submitted within 90 days from the date of your or your covered dependent’s death or loss. If, through no fault of your own, you or your beneficiary misses this deadline, proof of loss must be provided as soon as possible. Proof of loss submitted more than one year after the 90-day claim-filing period will not be covered unless you or your beneficiary is legally incapacitated.

The telephone numbers and addresses for Boeing TotalAccess and the service representative are listed in Section 13. For tips on how to avoid delays with your claim, see Section 9, “Claims and Appeals.”

How the Business Travel Accident Plan Works

The Business Travel Accident Plan covers accidents that occur while you are traveling on official Company business. The plan pays benefits

- To your beneficiary in the event of your death.
- To you if you become paralyzed or lose the use of your limbs, eyesight, hearing, or speech.

Who Administers the Benefits

The Company has contracted a service representative to provide insurance coverage and handle the day-to-day administration of this plan. The service representative answers benefit questions, makes benefit decisions, pays claims, processes claim appeals, and accounts for premiums, service fees, and claim costs. The current service representative for the Business Travel Accident Plan is National Union Fire Insurance Company of Pittsburgh, PA.

See Section 13 for information on how to contact the service representative.

The Company reserves the right to change the service representative at any time. If this happens, you will be notified in writing.

How the Plan Pays Benefits

Your business travel accident benefit equals 2¼ times your annual salary (rounded to the next highest \$1,000 if not already an even \$1,000). This amount is subject to the following minimums and maximums:

- Covered employees (excluding flight crew members): minimum of \$50,000 and maximum of \$2 million.
- Flight crew members: minimum of \$100,000 and maximum of \$2 million.

Benefits will not exceed \$80 million as the result of all losses to employees from any one aircraft accident. If the total of all losses exceeds \$80 million, each employee's benefit will be prorated so that the total of all losses will not exceed this amount.

Death Benefit

In the event of your death, the benefit will be paid to the beneficiary on file with the Boeing Service Center. If you do not designate a beneficiary or if a designated beneficiary does not survive you, the death benefit will be paid to your surviving family members in the following order:

- Your spouse.
- Your child or children, in equal shares.
- Your parent or parents, in equal shares.
- Your sibling or siblings, in equal shares.

If no family member survives you, the death benefit will be paid to your estate. For information on how to designate a beneficiary, see Section 1, "Eligibility and Enrollment."

Beneficiaries can choose to have the benefit paid in one of two ways:

- Lump-sum payment.
- A checkbook issued from the service representative.

The service representative automatically will issue a lump-sum payment to any beneficiary receiving less than \$10,000.

If your beneficiary requests a checkbook, the service representative will deposit the benefit into a National Union Retained Assets account. This account earns interest at current money market rates. Your beneficiary can write one check for the entire amount or several checks over a period of time. The account does not have any time limits to spend the funds.

Benefits for Other Covered Losses

You are eligible for benefits if a covered travel accident causes any of the losses shown in the following chart within 365 days of the accident. If you sustain more than one loss as the result of the same accident, the plan will pay no more than 100 percent of the benefit.

For any loss other than death, the plan pays benefits in a lump sum.

Percentage of Benefit Paid by Loss	
This chart shows what percentage of the benefit will be paid based on the type of loss caused by a covered accident.	
If your loss is . . .	Percentage of principal sum will be . . .
<i>Life</i>	100
<i>Quadriplegia:</i> Complete and irreversible paralysis of both upper and both lower limbs.	100
<i>Both hands or both feet:</i> Complete severance through or above the wrists or ankle joints.	100
<i>Sight of both eyes:</i> Total and irrecoverable loss of the entire sight in both eyes.	100
<i>One hand and one foot:</i> Complete severance through or above the wrist and ankle joint.	100
<i>One hand and the sight of one eye:</i> Complete severance through or above the wrist and total and irrecoverable loss of the entire sight in one eye.	100
<i>One foot and the sight of one eye:</i> Complete severance through or above the ankle joint and total and irrecoverable loss of the entire sight in one eye.	100
<i>Speech and hearing in both ears:</i> Total and irrecoverable loss of the entire ability to speak and to hear in both ears.	100
<i>Paraplegia:</i> Complete and irreversible paralysis of both lower limbs.	75
<i>Hemiplegia:</i> Complete and irreversible paralysis of the upper and lower limbs on the same side of the body.	50
<i>One hand or one foot:</i> Complete severance through or above the wrist or ankle joint.	50
<i>Sight of one eye:</i> Total and irrecoverable loss of the entire sight in one eye.	50
<i>Speech or hearing in both ears:</i> Total and irrecoverable loss of the entire ability to speak or to hear in both ears.	50
<i>Hearing in one ear:</i> Total and irrecoverable loss of the entire ability to hear in one ear.	25
<i>Thumb and index finger of same hand:</i> Complete severance through or above the metacarpophalangeal joint of the thumb and index finger.	25

Exposure and Disappearance

If you are unavoidably exposed to the elements due to a covered accident and, as a result, suffer a loss for which a benefit is otherwise payable, the loss is covered under the terms of this plan. If your body has not been found within one year of the disappearance, forced landing, stranding, sinking, or wrecking of a vehicle in which you were an occupant, the loss will be covered as an accidental death under the terms of the plan.

What Is Considered Business Travel

Business travel (commonly referred to as a business trip) is travel or sojourn (“temporary stay”) authorized by, or at the discretion of, the Company for the purpose of furthering Company business.

Travel accident coverage is provided for Boeing pilots and flight engineers while operating Boeing-owned or Boeing-manufactured aircraft to perform their job duties, including equipment tests on military aircraft.

When Business Travel Begins and Ends

Business travel begins when you leave your residence or regular place of employment, whichever occurs last, for a business trip. The trip ends when you return to your residence or regular place of employment, whichever occurs first.



How is my regular place of employment determined?

Your regular place of employment is where you normally report to perform your assigned job duties. If an assignment or sojourn at a workplace other than your regular place of employment exceeds 90 days, that workplace is considered your new regular place of employment.

If you are employed in the United States or Canada and are on assignment outside either of these two countries, the 90-day limit does not apply if the assignment includes the right to return to the United States or Canada once the assignment is completed.

What Is Not Considered Business Travel

Vacation time and travel to and from work generally are not considered business travel, except for certain cases.

Vacation Time

Vacation time is not considered business travel. However, a personal side trip, in conjunction with business travel, is covered on a normal travel day, weekend, or holiday.

For employees on assignment outside the United States or Canada, days designated for home leave or rest and recuperation are considered vacation. However, transportation for home leave or rest and recuperation are considered business travel when travel is paid by the Company.

Travel To and From Work

Travel to and from work is not considered business travel except under the following circumstances:

- You are eligible for mileage reimbursement.
- You are a passenger in, or use public transportation in place of using, your own vehicle in a situation where you are eligible for mileage reimbursement.

Occupational Hazards

The plan also pays benefits for death or loss at work or while on Company business due to

- An accident involving a vehicle or watercraft.
- An accident while a passenger on a civilian aircraft or military air transport aircraft.
- An accident while participating in certain military flight tests or proficiency training.
- Being struck or run down by any aircraft.
- Rocket explosion.

When the Plan Will Not Pay Benefits

The Business Travel Accident Plan will not pay benefits for death or loss caused by, in whole or in part, any of the following:

- Declared or undeclared war or act of declared or undeclared war occurring in the continental limits of the United States, unless it is an act of terrorism.
- Illness, sickness, disease, bodily or mental infirmity, medical or surgical treatment (unless treating a covered injury), or bacterial or viral infection, regardless of how contracted (except bacterial infection resulting from an accidental cut or wound or accidental food poisoning).
- Injury sustained by drivers and chauffeurs in the performance of their job descriptions, unless they qualify under the terms of “Travel To and From Work,” earlier in this section.
- Injury sustained by firefighters during an emergency response or during active participation in training for firefighting emergency responses, except when on a Company travel authorization to a workplace or training location other than the regular area of employment.
- Riding as a passenger or otherwise in any prototype aircraft manufactured by an entity other than The Boeing Company. (A prototype aircraft is the first model of any type of aircraft that has been flown fewer than 20 hours.)
- Suicide or intentionally self-inflicted injury.

How Business Travel Accident Benefits Are Taxed

Benefits generally are not taxable as income to the beneficiary but are taxable as part of the employee’s estate. Contact your tax adviser for additional information.

How to Submit a Business Travel Accident Claim

National Union Fire Insurance Company of Pittsburgh, PA, is the service representative for the Business Travel Accident Plan. Claims are processed by the service representative.

To initiate a claim, you or your beneficiary or designated representative will need to contact the Boeing Service Center through Boeing TotalAccess; a Health and Insurance representative will assist in completing the claim and submitting it to the service representative.

Claims and proof of loss must be submitted within 90 days from the date of your death or loss. If, through no fault of your own, you or your beneficiary misses this deadline, proof of loss must be provided as soon as possible. Proof of loss submitted more than one year after the 90-day claim-filing period will not be covered unless you or your beneficiary is legally incapacitated.

The telephone numbers and addresses for Boeing TotalAccess and the service representative are listed in Section 13. For tips on how to avoid delays with your claim, see Section 9, “Claims and Appeals.”

How to Submit a Claim or File an Appeal

This section describes two types of claim review and appeal procedures for the disability, life, and accident plans described in this booklet:

- Benefit claims and appeals.
- Eligibility claims and appeals.

Benefit Claims Process

Each service representative is responsible for evaluating benefit claims in accordance with the terms of the Plan and using a reasonable claim procedure in accordance with Federal rules. The service representatives have the right to request additional information as necessary to decide your claims.

You will receive a written notice of the claim decision within the time limits described in this section. The time limits are based on Federal laws, the type of claim, and whether the service representative has all the information needed to process the claim.

How to File a Claim for Benefits

Short-term disability benefits: To initiate a claim, call Boeing TotalAccess and ask for a leave of absence. Your call will be transferred to the Boeing Leave Service Center administered by Aetna Disability and Absence Management. Claim information will be taken over the telephone; the service representative will advise you if any additional information is required. If possible, have your physician's contact information available.

Long-term disability benefits: If you are receiving benefits under the Short-Term Disability Plan and you continue to be disabled, you do not need to submit a claim for long-term disability benefits under this plan. Aetna Life Insurance Company, the service representative, automatically will review your short-term disability claim to determine if you are eligible for long-term disability benefits and request any additional information needed to initiate your long-term disability benefit payments.

If you have not been receiving short-term disability benefits, you must initiate a claim for disability benefits with the plan's service representative. You will need to contact Boeing TotalAccess to initiate your disability claim. Your call will be transferred to the service representative, where your claim information will be taken over the telephone. The service representative will advise you of any additional information necessary to initiate the claim.

Life and accident benefits: Claims for life insurance, AD&D benefits, or business travel accident benefits must be reported to the Boeing Service Center through Boeing TotalAccess. The Boeing Service Center will arrange for assistance in completing your claim and submitting it to the service representative.

Requests for a waiver of life insurance premiums (premium waiver) must be made to the service representative by you, your beneficiary, or your designated representative (such as an attorney). Service representative information is listed in Section 13.

To avoid delays, your claim should be submitted as soon as possible after the event that caused your claim. This is particularly important for short-term disability claims because this plan pays benefits to replace part of your income while you are unable to work as a result of illness or injury.

Recommended Time for Filing Disability, Life Insurance, AD&D, and Business Travel Accident Benefit Claims

If the loss is due to . . .	The claim should be filed . . .
Short-term disability	Within seven days
Long-term disability	Within six months from the date of your disability
Death	Immediately
Dismemberment	Immediately

Claims *must* be filed with the service representative within the time limits described below.

Time Limits for Filing Benefit Claims

If the claim is for . . .	The claim must be filed within . . .
Short-term disability benefits	31 days from the date your 7-day benefit waiting period (if any) ends*
Long-term disability benefits	90 days from the date your 26-week benefit waiting period ends*
Life insurance continuation of coverage (premium waiver)	12 months from the date of permanent and total disability
AD&D benefits	90 days from the date of death or loss*
Business travel accident benefits	90 days from the date of death or loss*

* If you are unable to file your claim within this period through no fault of your own, your claim (or AD&D/business travel accident proof of loss) must be filed as soon as possible, but not more than one year after your claim-filing period ends unless you are legally incapacitated.



How can claim delays be avoided?

For short-term disability benefits, you are required to contact Boeing TotalAccess and ask for a leave of absence. Your call will be transferred to the Boeing Leave Service Center administered by Aetna Disability and Absence Management.

For long-term disability benefits, if you have not been receiving short-term disability benefits and need to file a claim, you are required to contact Boeing TotalAccess, which will transfer you to the disability service representative to take your claim information.

For life or accident benefits, you, your beneficiary, or your designated representative will work with a Health and Insurance representative to fill out your claim.

Use the following tips to prevent delays and other claim-filing problems:

- Submit your claim as soon as possible.
- Provide all requested information, including your full name, address, Social Security number, and date the disability, loss, or death occurred.
- Include any required documentation.
- If you are asked to provide more information, be sure to include your full name and Social Security number.
- Have your physician's contact information available.

Time Limits for Decisions on Benefit Claims

The Federal Government sets time periods for reviewing and deciding disability, life, and accident claims. The service representative will notify you within the following time limits as to whether your claim is approved or denied, in whole or in part. If your claim is denied, you will have the opportunity to file an appeal within certain time limits also described here. If your claim is denied due to inaccurate or incomplete information, you can correct or submit additional information with your appeal.

Time Limits for Receiving Benefit Claim Decisions

If the claim is for . . .	You will receive notification within . . .	But it may be extended for an additional . . .
Short-term disability Long-term disability Life insurance disability continuation	45 days after your claim is received	30 days due to matters beyond the control of the service representative. You will be notified within the original 45-day review period if this happens. If an additional 30-day extension is needed, you will be notified within the first 30-day extension period.
Life insurance death benefit Accidental death and dismemberment Business travel accident death and dismemberment	90 days after your claim is received	90 days due to special circumstances. Your beneficiary will be notified within the original 90-day review period if this happens.

If Your Benefit Claim Is Denied

If your disability, life, or accident benefit claim is denied, in whole or in part, the service representative will send you a notice that will include the following information:

- Specific reasons for the denial.
- Reference to the specific Plan provisions on which the claim determination was based.
- Description and explanation of any additional information needed to process your claim.
- Description of the Plan’s appeal procedures and the applicable time limits, as well as your right to bring legal action if your claim is denied on appeal.
- Statement that you can request, free of charge, copies of documentation related to the decision.

If your disability or dismemberment benefit claim is denied, the notice also will include a

- Description of any rule, protocol, or other criterion relied on in determining your claim, and your right to obtain a copy, free of charge, upon request.
- Statement that you can request, free of charge, an explanation of the scientific or clinical judgment used in deciding your claim.

How to Appeal if Your Benefit Claim Is Denied

If your benefit claim is denied, in whole or in part, you, your beneficiary, or your designated representative may be able to resolve the denied claim through an informal review process. Simply call the service representative and discuss the situation.

If the claim is not resolved with a telephone call, you, your beneficiary, or your designated representative has the right to file a formal (written) appeal with the service representative as follows:

- For disability or dismemberment benefit appeals, you must file your appeal within 180 days after the date you are notified of the denial.
- For life or accidental death benefit appeals, your beneficiary or designated representative must file an appeal within 60 days.

To file your appeal, you (or your beneficiary or designated representative) must

- State, in writing, why you believe the claim should have been approved.
- Submit any information and documents you think are appropriate, including any additional information not submitted with your initial claim.
- Send the appeal and any supporting documentation to the service representative at the appropriate claims-filing address. (See “Where to Get More Information,” in Section 13.)

You may request, free of charge, copies of all documents, records, or other information relevant to your claim for benefits.

The service representative will review your appeal and make a decision. The review will be conducted by a person who did not make the decision on your initial claim and is not a subordinate of that person. The review will include all information you submit and will not give deference to the initial claim decision.

If deciding the appeal involves medical judgment, such as determining disability or paralysis, a qualified health care professional will be consulted. That health care professional will not be one who was consulted in determining your initial claim and will not be a subordinate of such person. In reviewing your appeal, the service representative will use its discretion in interpreting the terms of the Plan and will apply them accordingly.

The decisions of the service representative are final and binding. Benefits will be paid under the plan only if the Employee Benefit Plans Committee (the “Committee”) decides in its discretion that you have met the eligibility and participation requirements and the service representative has determined that you are entitled to the benefits.

Time Limits for Decisions on Benefit Appeals

The Federal Government provides time limits for reviewing and deciding disability, life, and accident benefit appeals. If the service representative denies your appeal, in whole or in part, you will be notified as follows:

Time Limits for Receiving Benefit Appeal Decisions		
You will receive notification of the decision on your benefit claim appeal for . . .	You will receive notification within . . .	But it may be extended for an additional . . .
Short-term disability Long-term disability Life insurance disability continuation	45 days after your appeal is received	45 days due to special circumstances. You will be notified within the original 45-day review period if this happens.
Life insurance death benefit Accidental death and dismemberment Business travel accident death and dismemberment	60 days after your appeal is received	60 days due to special circumstances. You will be notified within the original 60-day review period if this happens.

If Your Benefit Appeal Is Denied

If your benefit appeal is denied, in whole or in part, the service representative will send you a notice that will include the following information:

- Specific reasons for the denial.
- Reference to the specific Plan provisions on which the claim determination was based.
- Statement of your right to obtain, free of charge, copies of documentation related to the decision.
- Summary of your right to additional appeals or legal action.

If your disability or dismemberment benefit claim is denied, the notice also will include

- Statement that you can request, free of charge, identification of medical or vocational experts whose advice was obtained by the service representative.
- Description of any rule, protocol, or other criterion relied on in determining your appeal, and your right to obtain a copy, free of charge, upon request.

Whom to Contact for Benefit Claim and Appeal Procedures

You can obtain a copy of the benefit claim review and appeal procedures by calling the service representative.

Eligibility Claims Process

If you have questions about eligibility or if you believe that you or an eligible dependent has been improperly denied participation in a disability, life, or accident plan, call

- The Boeing Leave Service Center through Boeing TotalAccess for short-term disability plans.
- The Boeing Service Center through Boeing TotalAccess for long-term disability, life, and accident plans.

See Section 13 for the telephone number.

How to File a Claim for Eligibility

Short-term disability benefits: You may be able to resolve questions about eligibility for short-term disability benefits by calling Boeing TotalAccess and asking for a leave of absence. Your call will be transferred to the Boeing Leave Service Center administered by Aetna Disability and Absence Management. If your question or request is not resolved by telephone (an informal review process), you may file a formal (written) eligibility claim. To do so, call the Boeing Leave Service Center through Boeing TotalAccess and request a claim initiation form.

Long-term disability, life, and accident benefits: You may be able to resolve questions about eligibility for long-term disability, life, and accident benefits by calling the Boeing Service Center through Boeing TotalAccess. If your question or request is not resolved by telephone (an informal review process), you may file a formal (written) eligibility claim. To do so, call the Boeing Service Center through Boeing TotalAccess and request a claim initiation form.

Eligibility claims must be filed within 12 months from the date coverage is first denied to you (or your dependent if applicable). Any claims submitted after that time will be denied.

Time Limits for Decisions on Eligibility Claims

The Boeing Service Center or the Boeing Leave Service Center will review your eligibility claim and notify you of its decision within the following time frames:

Time Limits for Receiving Eligibility Claim Decisions		
If your claim for eligibility involves . . .	You will receive notification within . . .	But it may be extended for an additional . . .
Short-term disability Long-term disability Life insurance disability continuation	45 days after your claim is received	30 days due to matters beyond the control of the Boeing Service Center or Boeing Leave Service Center. You will be notified within the original 45-day review period if this happens. If an additional 30-day extension is needed, you will be notified within the first 30-day extension period.
Life insurance death benefit Accidental death and dismemberment Business travel accident death and dismemberment	90 days after your claim is received	90 days due to special circumstances. You will be notified within the original 90-day review period if this happens.

If Your Eligibility Claim Is Denied

If your disability, life, or accident eligibility claim is denied, the Boeing Service Center or Boeing Leave Service Center will send you a notice that will include the following information:

- Specific reasons for the denial.
- Reference to the specific Plan provisions on which the claim determination was based.
- Description and explanation of any additional information needed to process your claim.
- Description of the Plan's appeal procedures and the applicable time limits, as well as your right to bring legal action if your claim is denied on appeal.
- Statement that you can request, free of charge, copies of documentation related to the decision.
- For disability or dismemberment plans, a description of any rule, protocol, or other criterion relied on in determining your claim, and your right to obtain a copy, free of charge, upon request.

How to Appeal if Your Eligibility Claim Is Denied

If your eligibility claim is denied, you or your designated representative may file an appeal with the Committee or its delegate as follows:

- For disability and dismemberment eligibility appeals, you must file your appeal within 180 days after the date you are notified of the denial.
- For life or accident eligibility appeals, you must file an appeal within 60 days after the date you are notified of the denial.

To file your appeal, you or your designated representative must

- State, in writing, why you believe the claim should have been approved.
- Submit any information and documents you think are appropriate.
- Send the appeal and any supporting documentation to the Committee:

Address: Employee Benefit Plans Committee
The Boeing Company
100 North Riverside
MC 5002-8421
Chicago, IL 60606-1596

Fax: 312-544-2077

You may request, free of charge, copies of all documents, records, and other information relevant to your claim for eligibility.

The Committee has the exclusive right to interpret and apply the terms of the Plan and to exercise its discretion to determine all questions that arise under the Plan. The Committee will review all information you submit and will not give deference to the initial eligibility claim decision.

The decisions of the Committee are final and binding. Benefits will be paid under the Plan only if the Committee decides in its discretion that you have met the eligibility and participation requirements and the service representative has determined that you are entitled to the benefits.

Time Limits for Decisions on Eligibility Appeals

The Federal Government provides time limits for reviewing and deciding disability, life, and accident eligibility appeals. If the Committee denies your appeal, in whole or in part, you will be notified as follows:

Time Limits for Receiving Eligibility Appeal Decisions		
You will receive notification of the decision on your eligibility appeal for . . .	Within . . .	But it may be extended for an additional . . .
Short-term disability Long-term disability Life insurance disability continuation	45 days after your appeal is received	45 days due to special circumstances. You will be notified within the original 45-day review period if this happens.
Life insurance death benefit Accidental death and dismemberment Business travel accident death and dismemberment	60 days after your appeal is received	60 days due to special circumstances. You will be notified within the original 60-day review period if this happens.

If Your Eligibility Appeal Is Denied

If your eligibility appeal is denied, in whole or in part, the Committee will send you a notice that will include the following information:

- Specific reasons for the denial.
- Reference to the specific Plan provisions on which the appeal determination was based.
- Statement of your right to obtain, free of charge, copies of documentation related to the decision.
- Summary of your right to bring legal action.
- For disability plans, a statement that you can request, free of charge, identification of medical or vocational experts whose advice was obtained by the Committee.
- For disability plans, a description of any rule, protocol, or other criterion relied on in determining your appeal, and your right to obtain a copy, free of charge, upon request.

Whom to Contact for Eligibility Claim and Appeal Procedures

You can obtain a copy of the eligibility claim review and appeal procedures by calling Boeing TotalAccess, and you will be connected to the appropriate service center.

What You Can Do if Your Appeal Is Denied

If the service representative or the Committee denies your appeal, you may bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended (ERISA). However, except as otherwise provided in an insured contract, you must bring any legal action within 180 days after the

- Decision on appeal of your claim for benefits or eligibility, or
- Expiration of time to take an appeal if no appeal is taken.

A post-denial review of your appeal will not extend the period for commencing legal action.

When an Injury or Illness Is Caused by the Negligence of Another

In some situations, you or a covered dependent may be eligible to receive, as a result of an accident or illness, disability benefits from an automobile insurance policy, homeowner's insurance policy or other type of insurance policy, or from a responsible third party. In these cases, this plan will pay benefits if the covered person agrees to cooperate with the service representative in administering the plan's subrogation rights.

If a person covered by this plan is injured by another party who is legally liable for the medical or dental bills or disability income, he or she may request this plan to pay its regular benefit on his or her behalf. In exchange, the covered person agrees to

- Complete a claim and submit all bills related to the injury or illness to the responsible party or insurer.
- Complete and submit all of the necessary information requested by the service representative.
- Reimburse the plan if he or she recovers payment from the responsible party or any other source.
- Cooperate with the service representative's efforts to recover from the third party any amounts this plan pays in benefits related to the injury or illness, including any lawsuit brought against the responsible party or insurer.

This provision applies whenever you or a covered dependent is entitled to or receives benefits under this plan and is also entitled to or receives compensation or any other funds from another party in connection with that same disability or medical condition, whether by insurance, litigation, settlement, or otherwise. The plan is entitled to such funds to the extent of plan benefits paid to or on behalf of the individual, whether or not the individual has been "made whole," and without regard to any common fund doctrine. This plan may recover such funds by constructive trust, equitable lien, right of subrogation, reimbursement, or any other equitable or legal remedy.

If an individual fails, refuses, or neglects to reimburse the plan or otherwise comply with the requirements of this provision, or if payments are made under the plan based on fraudulent information or otherwise in excess of the amount necessary to satisfy the provisions of the plan, then, in addition to all other remedies and rights of recovery that the plan may have, the plan has the right to terminate or suspend benefit payments and/or recover the reimbursement due to the plan by withholding, offsetting, and recovering such amount out of any future plan benefits or amounts otherwise due from the plan to or with respect to such individual. The plan also has the right in any proceeding at law or equity to assert a constructive trust, equitable lien, or any other equitable or legal remedy or recovery, against any and all persons who have assets that the plan can claim rights to. The plan has the right of first recovery from any judgment, settlement or other payment, regardless of whether the individual has been "made whole," and without regard to any common fund doctrine.

When Coverage Ends

Loss of Eligibility

Once you are enrolled in the disability, life, and accident plans, coverage stays in effect until you lose eligibility for one of the following reasons:

- You quit or are discharged or laid off.
- Your job classification changes.
- You experience a change in your job situation that causes you to become ineligible for coverage. (For example, your position is reclassified to part time.)
- You are not actively at work as a result of a labor dispute.
- You fail to make any required contributions.
- You retire.
- You die.
- The Company ends the Plan.

The Company fully intends to continue the Plan. However, the Company reserves the right to terminate, suspend, or modify any benefits described in this summary plan description, in whole or in part, at any time, and for any reason for employees, former employees, retirees, and their dependents.

Coverage End Dates

If you quit, are discharged or laid off, or retire, coverage ends on the last day of your active employment, except that supplemental AD&D coverage ends on the last day of the month in which the event occurs.

If your classification changes, such as a transfer to a different job, and your new coverage is different from your current coverage, your current coverage will end when your coverage begins under the new plans (generally at the end of the month your classification changes). If you become disabled before your coverage begins under the new plans, your disability benefits will be paid by the plans that currently cover you.

If you die, supplemental life insurance coverage for your surviving dependents will continue until the end of the month.

If you die and your death occurs within 31 days after the date your coverage ends, Basic Life Insurance Plan and Supplemental Life Insurance Plan benefits will be paid to your beneficiary.

Continuing Coverage During a Leave of Absence

Coverage through the disability, life, and accident plans may continue during certain leaves of absence, including

- Approved medical leave of absence.
- Approved nonmedical leave of absence.
- Uniformed services (military) leave of absence.

These leave types are described below.

Coverage During a Medical Leave of Absence

A medical leave of absence is a leave that is due to an illness, an accidental injury (on or off the job), or a pregnancy-related condition. Two medical leaves of absence separated by fewer than 30 days of continuous work are considered one leave of absence, unless the second leave is due entirely to unrelated conditions.

During an approved medical leave of absence, coverage under the disability, life, and accident plans continues until the end of the month in which your leave began (except for business travel accident coverage, which ends the day your leave starts). Coverage then continues as described in the following table:

Type of Coverage	At the end of the month in which your leave began, if you remain on approved medical leave, coverage will continue . . .	After six months, coverage will . . .
Short-Term Disability	Six months at no cost to you	End
Long-Term Disability	Six months; you pay the full cost of coverage	Continue while you are receiving benefits at no cost to you
Basic Life Insurance	Six months at no cost to you	Continue an additional 24 months; you pay the full cost of coverage unless you are totally disabled*
Supplemental Life Insurance	Six months; you pay the full cost of coverage	Continue an additional 24 months; you pay the full cost of coverage unless you are totally disabled*
AD&D	Six months at no cost to you	Continue for the duration of the leave; you pay the full cost of coverage
Supplemental AD&D	Six months; you pay the full cost of coverage	Continue for the duration of the leave; you pay the full cost of coverage

* Coverage ends at age 65.

If you return to active employment directly from your approved leave of absence, you will be enrolled in disability, life, and accident coverage effective on the date you return to active employment.



What if my type of leave changes?

If your type of leave changes from a medical leave of absence to a nonmedical leave of absence (or vice versa), your periods of leave will be considered separate leaves of absence. However, if the type of your nonmedical leave of absence changes (for example, from family to personal leave), your maximum period of coverage in your new leave category will be reduced by the number of days or months for which you already received an extension of your active coverage.

Coverage During a Nonmedical Leave of Absence

Nonmedical leaves of absence may include the following types of leave:

- Educational leave of absence.
- Family leave of absence.
- Personal leave of absence.
- Preretirement leave of absence.
- Union leave of absence.

During an approved nonmedical leave of absence, coverage under the disability, life, and accident plans continues until the end of the month in which your leave began (except for business travel accident coverage, which ends the day your leave starts). Coverage is then as described in the table on the next page:

Type of Coverage	At the end of the month in which your leave began, if you remain on approved nonmedical leave, coverage will continue . . .	After three months, coverage will . . .
Short-Term Disability	Three months at no cost to you	End
Long-Term Disability	Three months; you pay the full cost of coverage	Continue for the duration of the leave; you pay the full cost of coverage
Basic Life Insurance	Three months at no cost to you	Continue for the duration of the leave; you pay the full cost of coverage
Supplemental Life Insurance	Three months; you pay the full cost of coverage	Continue for an additional 21 months; you pay the full cost of coverage
AD&D	Three months at no cost to you	End
Supplemental AD&D	Three months; you pay the full cost of coverage	Continue for the duration of the leave; you pay the full cost of coverage

If you return to active employment directly from your approved leave of absence, you will be enrolled in disability, life, and accident coverage effective on the date you return to active employment.

Union Leave of Absence

If you are eligible for coverage and begin an approved leave of absence from the Company to serve as a union officer, you will be covered automatically for the first three months under the short-term disability, life, and accident plans as if you were an active employee. After three months, coverage can continue for the duration of the leave; you pay the full cost of coverage. Business travel accident coverage ends the day your leave starts.

Coverage During a Uniformed Services (Military) Leave of Absence

During a leave of absence for service in the U.S. uniformed services (including the military, National Guard, and the Commissioned Corps of the Public Health Service), coverage under the disability, life, and accident plans continues until the end of the month in which your leave began (except for business travel accident coverage, which ends the day your leave starts). Coverage is then as described in the following table:

Type of Coverage	At the end of the month in which your leave began, if you remain on military leave, coverage will continue . . .	After three months, coverage will . . .
Short-Term Disability	Three months at no cost to you	End
Long-Term Disability	Three months; you pay the full cost of coverage	Continue for the duration of the leave; you pay the full cost of coverage
Basic Life Insurance	Three months at no cost to you	Continue for the duration of the leave; you pay the full cost of coverage*
Supplemental Life Insurance	Three months; you pay the full cost of coverage	Continue for an additional 21 months; you pay the full cost of coverage*
AD&D	Three months at no cost to you	End
Supplemental AD&D	Three months; you pay the full cost of coverage	Continue for the duration of the leave; you pay the full cost of coverage

* During a temporary period after September 11, 2001, your basic life insurance will be continued for the duration of your leave up to a total of 60 months, provided that your leave is associated with the September 11, 2001, terrorist attacks on the United States or subsequent military action related to those attacks, including the war with Iraq. Supplemental life insurance can continue for 24 months; you pay the full cost of coverage.

If you return to active employment promptly after your uniformed service, according to the Uniformed Services Employment and Reemployment Rights Act, you will be enrolled in disability, life, and accident coverage effective on the date you return to active employment.

If Your Employment Ends Following a Leave of Absence

If you are on a leave of absence and your employment with the Company ends, all rights to continue coverage through the self-pay arrangements end. However, if you become permanently and totally disabled before age 60 and while covered under the Basic Life Insurance Plan, the Company will continue to pay the premium for your coverage as long as you remain disabled.

If you become permanently and totally disabled between the ages of 60 and 65 and while covered under the Basic Life Insurance Plan, the Company will continue to pay the premium for your coverage until the earliest of

- Age 65,
- Your recovery, or
- Your death.

Your claim for waiver of premium must be approved by the service representative.

Your Supplemental Life Insurance Plan coverage will continue beyond your termination if you become totally disabled before age 65 while still insured, continue to be totally disabled, and your claim for waiver of premium is approved by the service representative.

If you are receiving benefits under the Long-Term Disability Plan, these benefits will continue under the terms of the plan regardless of your termination.

Conversion of Your Life and Accident Coverage

Life Insurance Plans

If your basic or supplemental life insurance coverage ends, you may convert to an individual policy, other than term insurance, offered by the service representative. The amount converted cannot exceed the amount in effect on the date the group insurance ends.

To convert to an individual policy, complete an application and submit it, along with your first payment, to the service representative by the later of

- 31 days from the date your Company-sponsored insurance ends, or
- 31 days from the date of your conversion notice, provided the notice is sent to you within 90 days after your coverage ends.

You will be billed at the service representative's regular rates, which generally are higher than the Company group rate. Conversion applications are available from your service representative.

A medical examination is not required.

If, while working for the Company or a Company subsidiary, you become ineligible for the Basic Life Insurance Plan or Supplemental Life Insurance Plan and eligible for basic or supplemental life insurance benefits under another plan, you may convert the difference in coverage amount between the plans, as applicable. You have 31 days from the date you transfer to the new plan to apply for this conversion.

If your Basic Life Insurance Plan or Supplemental Life Insurance Plan benefits are continued without premium because you are disabled, as described in Sections 4 and 5, you must give up the individual policy. The service representative will return any premiums you have paid.

If you die during your conversion period, the amount of coverage that could have been converted to an individual plan is paid to your beneficiary. For details, contact the service representative for a copy of the certificate of insurance (see Section 13, "Plan Administration and Legal Rights"). For information on how to designate a beneficiary, see Section 1, "Eligibility and Enrollment."

Supplemental AD&D Plan

When coverage under the Supplemental AD&D Plan ends, you or your covered family members may convert coverage to an individual policy.

Participants applying for conversion must be under age 70 and apply by the later of

- 31 days from the date your Company-sponsored insurance ends, or
- 31 days from the date of your conversion notice, provided the notice is sent to you within 90 days after your coverage ends.

The individual policy may be for an amount no greater than the principal sum (or percentage of the principal sum if a dependent) selected under the group policy and will not include the special aviation coverage or benefits for speech loss, hearing loss, quadriplegia, paraplegia, or hemiplegia.

Portability of Your Supplemental Life Insurance Coverage

As an alternative to conversion, coverage under the Supplemental Life Insurance Plan may be continued after coverage ends by applying for portability coverage.

Portability coverage is term life insurance that is issued by the service representative through a portability pool, which is an arrangement for continuing term insurance from plans sponsored by the Company and other employers. The premiums differ from your premiums as an active employee.

You must apply for portability coverage and pay portability premiums to the service representative within 31 days after the date you receive written notice of your conversion rights (provided that the notice is sent within 90 days of when coverage ends). If you elect portability coverage, you will not be able to elect conversion coverage.

Your Rights and Responsibilities

What Rights You Have Under Federal Law

The Employee Retirement Income Security Act of 1974, as amended (ERISA), provides you with certain rights and protections. These rights are explained here.

Receive Information About Your Plan and Benefits

You have the right to

- Examine, without charge, at the Plan Administrator's office and other specified locations, such as work sites 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 Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain copies of documents governing Plan operation, including insurance contracts, collective bargaining agreements, copies of the latest annual report (Form 5500 Series), and updated summary plan descriptions by writing to the Plan Administrator. The Plan Administrator may charge you a reasonable fee for 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 on the people who are responsible for operating the Plan (known as fiduciaries).

The fiduciaries have a duty to operate the Plan 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 Plan benefit or exercising your rights under ERISA.

Enforce Your Rights

If your eligibility or a Plan benefit claim is denied or ignored, in whole or in part, you have the right to

- Know why this was done.
- Obtain copies of documents relating to the decision without charge.
- Appeal any denial—all within certain time schedules. (See Section 9, "Claims and Appeals.")

You can take steps to enforce your rights under ERISA. For instance,

- If you request a copy of Plan documents or the latest annual report and you do not receive it within 30 days, you may file suit in 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 them, unless the materials were not sent because of reasons beyond the Plan Administrator's control.
- If your eligibility or Plan benefit claim is denied or ignored, in whole or in part, you may file suit in state or Federal court after you exhaust your appeal rights.
- If Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the Department of Labor or you may file suit in 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.

Receive Assistance With Your Questions

If you have any questions about

- Your Plan, contact the Plan Administrator.
- This statement or your rights under ERISA, or if you need assistance obtaining documents from the Plan Administrator, contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (see your telephone directory for the number), or write to

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue NW
Washington, DC 20210

You also can obtain certain publications about your rights and responsibilities under ERISA from the Employee Benefits Security Administration on the World Wide Web (<http://askebsa.dol.gov/>) or by calling the hot line at 1-866-444-EBSA (1-866-444-3272).

Your Responsibilities Under the Plan

As a participant in the Plan, you must

- Submit any claim for Plan benefits in accordance with Plan rules.
- Inform the Boeing Service Center through Boeing TotalAccess of any change in
 - Your marital or domestic partner relationship status.
 - The status of your eligible children, as defined by Plan rules.
 - Your address or the address of your eligible dependents.
- Provide any information or documentation requested by the Boeing Service Center, service representative, or Plan Administrator.
- Abide by Plan rules.

How the Plan Is Administered

The Boeing Company Board of Directors has designated the Employee Benefit Plans Committee (“the Committee”) to be the Plan Administrator. This Committee is composed of Company employees who are appointed to their positions by the Board of Directors.

Plan Administrator’s Rights

Notwithstanding any other provision in the Plan, and to the full extent permitted under ERISA and the Internal Revenue Code, the Plan Administrator has the exclusive right, power, and authority, in its sole and absolute discretion, to

- Administer, apply, construe, and interpret the Plan and all related Plan documents.
- Decide all matters and questions arising in connection with entitlement to benefits and the nature, type, form, amount, and duration of benefits.
- Amend the Plan.
- Establish rules and procedures to be followed by participants and beneficiaries in filing applications for benefits and in other matters required to administer the Plan.
- Prescribe forms for filing benefit claims and for annual and other enrollment materials.
- Receive all applications for benefits and make all determinations of fact necessary to establish the right of the applicant to benefits under the provisions of the Plan, including the amount of such benefits.
- Appoint accountants, attorneys, actuaries, consultants, and other persons (who may be employees of the Company) for advice, counsel, and reports to make determinations of benefits or eligibility.
- Delegate its administrative duties and responsibilities to persons or entities of its choice such as the Boeing Service Center, the service representatives, and employees of the Company.

All decisions that the Plan Administrator (or any duly authorized designees) makes with respect to any matter arising under the Plan and any other Plan documents are final and binding. If any part of this Plan is held to be invalid, the remaining provisions will continue in force.

Company's Right to Amend, Modify, and Terminate the Plan

Although the Company currently intends to continue the Plan, the Company reserves the right to change, modify, amend, or terminate the Plan at any time and for any reason for employees, former employees, retirees, and their dependents. If the Plan is terminated and any Plan assets remain, they will be used to pay Plan benefits and administrative expenses.

Any Plan assets that remain after all Plan obligations are met will revert to the Company to the extent permitted under the applicable insurance contract or trust agreement. If the insurance contract or trust agreement provides that Plan assets may not revert to the Company, remaining assets will be used to pay other benefits as permitted under applicable law.

Who Pays for This Plan

The Company pays the cost of coverage for the Short-Term Disability Plan, Basic Life Insurance Plan, AD&D Plan, and Business Travel Accident Plan. Any claims experience dividends, refunds, or other adjustments in premiums, fees, or other Plan costs related to benefits provided under the Plan, or claims less than expected, will be used to reduce the amount of Company contributions.

Employees pay the cost of coverage for the Long-Term Disability Plan, Supplemental Life Insurance Plan, and Supplemental AD&D Plan. You may obtain current employee contribution information by visiting the Your Benefits Resources web site or calling the Boeing Service Center through Boeing TotalAccess.

How Benefits Are Paid

The service representatives administer benefit payments in accordance with the provisions of the applicable administrative agreements and insurance contracts. The benefit provisions of the disability, life, and accident plans are set forth in policies issued by Aetna Life Insurance Company, National Union Fire Insurance Company of Pittsburgh, PA, and Metropolitan Life Insurance Company. Policy numbers are available by contacting the Boeing Service Center through Boeing TotalAccess.

For questions about the terms of these plans, contact the Boeing Service Center through Boeing TotalAccess or the service representatives (see Section 13).

If a benefit is payable to a person who is legally disabled, incapacitated, or otherwise unable to manage his or her affairs, the Plan Administrator, at its discretion, may direct payment of that benefit to another person, including a guardian or legal representative of that person. If a payment is made under these circumstances, the Committee and the Plan will have no further liability for that claim.

Right to Recover Overpayments

If an incorrect amount is paid to you or on your behalf, any remaining payments may be adjusted, including withholding funds from future benefit payments, to correct the error. The Plan Administrator, Boeing Service Center, and service representatives also may take other action that they determine is necessary or appropriate to correct any such error. An insurance company may have additional rights to recover under an insured contract.

Any employee who knowingly, and with intent to defraud or deceive, gives false, incomplete, or misleading information during enrollment, when filing a claim, or in any other respect under this Plan may be subject to discipline, up to and including discharge. The Plan reserves the right to recover from employees any overpayment of claims or costs of coverage.

No Contract of Employment

Nothing in this Plan, including the receipt of benefits, is to be construed as a contract of employment, and nothing in the Plan gives any employee the right to be retained in the employ of the Company or to interfere with the rights of the Company to discharge any employee at any time.

Plan Information

Plan Document	The Boeing Company Master Welfare Plan
Plan Name and Number	The Boeing Company Employee Health and Welfare Benefit Plan (Plan 503)
Plan Sponsor	The Boeing Company 100 North Riverside MC 5002-8421 Chicago, IL 60606-1596
Employer Identification Number	91-0425694
Plan Year	Calendar-year basis (January 1 through December 31)
Plan Administrator	Employee Benefit Plans Committee 100 North Riverside MC 5002-8421 Chicago, IL 60606-1596 312-544-2297
Agent for Service of Legal Process	Employee Benefit Plans Committee The Boeing Company c/o United States Corporation Company of Illinois 33 North La Salle Street Chicago, IL 60602 Legal process also may be served on the Plan Trustee or Plan Administrator
Type of Plan	Welfare benefit plan that provides disability, life insurance, and accident insurance benefits
Type of Administration	This Plan is administered according to the terms of applicable service agreements and insurance contracts with the service representatives for each benefit coverage
Collective Bargaining Agreement	The Plan is maintained pursuant to collective bargaining agreements; a copy of any such agreement or agreements may be obtained by participants and beneficiaries upon written request to the Plan Administrator and is available for examination by participants and beneficiaries
Contributions	Employer and employee contributions, as applicable, depending on the plan
Funding	The Short-Term Disability Plan is funded solely by Company contributions (self-funded); all other disability, life, and accident coverages are funded through insurance policies
Claim Administrator	Various insurance issuers (called service representatives); see Section 13

Other Groups That the Plan Covers

The Boeing Company Employee Health and Welfare Benefit Plan (Plan 503) includes other disability, life, and accident insurance benefit plans. Those plans provide benefits—which differ from those described in this booklet—for the following employee groups:

Certain eligible nonunion employees of the Company

- Autometric, Inc. and Affiliated Companies
- Jeppesen Sanderson, Inc.
- Jeppesen Marine, Inc.
- DataPlan
- Boeing Aerospace Operations
- Montana Aviation Research Company
- The Boeing Company

Eligible employees of the Company who are represented by

- International Association of Fire-Fighters
Local No. I-17

- International Association of Firefighters, AFL-CIO
Local No. I-66 (Kansas, Washington)

- International Association of Machinists and Aerospace Workers, AFL-CIO
 - Aerospace Industrial District Lodge No. 751
 - District Lodge No. 24
 - District Lodge No. 70
 - Space and Rocket City Lodge No. 2766

- International Brotherhood of Teamsters
 - Local No. 174
 - Local No. 795

- International Union of Operating Engineers
 - Local No. 286
 - Local No. 286W

- International Union, Security, Police and Fire Professionals of America and Certain Affiliated Amalgamated Locals
 - Local No. 2
 - Local No. 5
 - Local No. 255

- International Union, United Automobile, Aerospace and Agricultural Implement Workers of America
 - Local No. 1069

The employee groups participating in Plan 503 change from time to time. You may obtain an updated list by contacting the Plan Administrator.

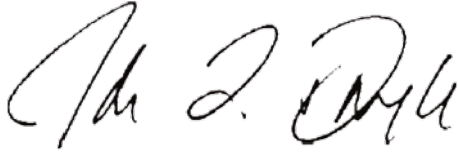
Certificate of Insurance

National Union Fire Insurance Company of Pittsburgh, PA

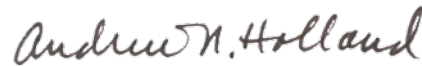
National Union Fire Insurance Company of Pittsburgh, PA hereby certifies that the Basic and Supplemental Accidental Death and Dismemberment and the Business Travel Accident benefits provided by the Group Policy and described herein are available to employees of Boeing who have met the eligibility and effective date requirements. These requirements are on file with Boeing. Under no circumstances may any insurance become effective prior to your effective date as determined by those requirements.

This certificate replaces any other certificate issued previously for the coverages described herein.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, PA witness this Certificate:



President



Secretary

Copies of certificates of insurance are available from the service representatives (see Section 13).

actively at work

Attending to your normal duties at your assigned place of employment. On a holiday, vacation day, weekend day, or other regularly scheduled day off, actively at work means you are not ill, injured, or otherwise disabled or confined to a hospital or similar institution, and are performing the normal activities of a person of your gender and age.

annual enrollment period

A period of time designated by the Company each year when you may add or change your benefit elections for yourself and/or your eligible dependents.

beneficiary

A person you designate to receive life insurance or accident insurance benefits in the event of your death.

business travel

Travel or sojourn (“temporary stay”) authorized by, or at the discretion of, the Company for the purpose of furthering Company business. Commonly referred to as a business trip.

Company-sponsored plan

A group disability, life, or accident plan approved by the Company (or a subsidiary or affiliate) for employees and dependents. This includes the plans described in this booklet, encompassing both insured and self-insured plans. (To find out whether a particular plan is sponsored by the Company, contact the Boeing Service Center through Boeing TotalAccess.)

cost of coverage

The premium charged by the insurance company, or expected claims and administrative expenses, during the period of coverage. Claim experience dividends, refunds, and other cost reductions that might occur as a result of the Plan’s financial experience, and claims under or over the expected level, are not considered in determining that year’s total cost of coverage.

disabled (Long-Term Disability Plan)

You become disabled as a result of accidental injury, illness, or a pregnancy-related condition and your accidental injury, illness, or pregnancy prevents you from performing the material duties of *your own* occupation (or other work the Company makes available) during the 26-week elimination period and first 24 months of benefits. After 24 months of benefits, you must be unable to work at *any* reasonable occupation for which you may be fitted by training, education, or experience. (This period may exceed 24 months of benefits if interrupted by temporary or intermittent returns to work.)

You must continue under the care of a physician throughout your disability. You also may be required to be examined by a physician chosen by the service representative as often as reasonably necessary to verify your disability.

All determinations of disability are made by the service representative within the terms of its contract with the Company.

disabled (Short-Term Disability Plan)

You become disabled as a result of an accidental injury (on or off the job), illness, or a pregnancy-related condition and your accidental injury, illness, or pregnancy-related condition prevents you from performing the material duties of your regular occupation or other appropriate work the Company makes available.

- You must be under the care of a physician throughout your disability. You also may be required to be examined by a physician chosen by the service representative as often as reasonably necessary to verify your disability.
- You are earning 80 percent or less of your indexed predisability earnings.

All determinations of disability are made by the service representative within the terms of its contract with the Company.

eligible dependent

Your spouse, same-gender domestic partner, or child who has met the eligibility conditions for enrollment in this plan, as described in Section 1.

eligible employee

An employee who qualifies for benefits under the Plan by meeting the conditions described in Section 1.

ERISA

The Employee Retirement Income Security Act of 1974, as amended.

hospital

An institution that is primarily engaged in providing, for compensation, an inpatient facility for the surgical and medical diagnosis, treatment, and care of injured and sick persons under the supervision of physicians. The hospital must also provide continuous 24-hour graduate nursing (R.N.) services.

indexed predisability earnings

Your monthly salary immediately before a disability began, adjusted by increases in the Consumer Price Index on each January 1 that is more than 12 months after your disability began. Adjustments are rounded to the nearest tenth of a percent and do not exceed 10 percent.

injury

An unexpected bodily injury caused by an accident that results, directly and independently of all other causes, in death or covered loss.

participant

Any eligible employee or eligible dependent who has fulfilled the requirements for participation described in Section 1, who continues to fulfill these eligibility requirements, and who has not terminated participation in the plan.

permanently and totally disabled (Basic Life Insurance Plan)

If your disability has existed continuously for six months and presumably will prevent you from engaging in any employment for pay or profit for the rest of your life, including employment for which you may become fitted by education, training, or experience. You are considered disabled during any time you are receiving benefits under the Long-Term Disability Plan.

physician

A legally qualified, licensed physician with a course of treatment that is consistent with the diagnosis of the disabling condition and according to the guidelines established by medical, research, and rehabilitation organizations.

predisability earnings

The amount of salary (see definition on the following page) you were receiving from the Company on the day before a period of disability started. For a part-time employee, short-term benefits will be calculated using your baseline work schedule in effect at the time disability leave begins.

preexisting condition

Any illness, injury, or other medical condition, whether or not diagnosed before the effective date of coverage, for which a person has received medical treatment or advice, has consulted with a medical professional, has received a medical test (whether diagnostic, routine, or otherwise), has taken prescribed medicines, or has had medicines prescribed during the three-month period before his or her coverage becomes effective.

premium waiver (coverage during a disability)

Employee basic life insurance coverage may continue to age 65 without premium payment when approved by the service representative if an employee, while insured under the contract, becomes and remains totally and permanently disabled because of illness or injury that occurs before age 60. This provision takes effect after a six-month waiting period of continuous disability during which premium payments continue. Proof of continuing total and permanent disability must be provided periodically.

principal support

Refers to you and/or your current or former spouse providing more than half the financial support for your child. (In determining this, you can exclude any scholarships for study at a regular educational institution unless the child is not your natural child, adopted child, or stepchild.) In most cases, if you claim the child as a dependent on your annual Federal taxes, then you provide principal support for the purposes of eligibility for these plans.

If you have never been married to the other parent of your child, then you must provide more than half the support for your child, regardless of the other parent's support. If you are divorced from the other parent of your child, special rules apply; contact your tax adviser.

principal sum

For AD&D, supplemental AD&D, and business travel accident coverage, the scheduled amount payable to the beneficiary in the event of death. Benefits payable in the event of other covered losses are based on a percentage of the principal sum.

salary

Your salary reflected in the records of the Boeing Service Center, including shift, lead, foreign, and domestic pay differentials, but excluding bonuses, overtime pay, cost-of-living allowances, incentive compensation, or other compensation you receive from the Company or a participating subsidiary. For part-time employees, benefits are determined using the average weekly salary you actually earned for the six weeks immediately preceding the disability date. If you have been employed by the Company for fewer than six weeks, the plan first figures your pay as if you were full time; your weekly salary is that amount multiplied by a percentage equal to your scheduled weekly hours divided by 40.

service representative

An agent under contract to the Company to make benefit determinations and administer benefit payments for the plans described in this booklet. See Section 13 for a list of service representatives. The Company reserves the right to change a service representative at any time.

terminally ill

Suffering from an incurable, progressive, and medically recognized disease or condition and not expected to survive (based on reasonable medical probability and generally accepted prognosis) for more than 24 months beyond the date of request for an accelerated death benefit under the Basic Life Insurance Plan or Supplemental Life Insurance Plan.

terrorism

Any violent act intended to cause injury, damage, or fear. The act is committed by, or purportedly committed by, one or more individuals or members of an organized group to make a statement of the individual's or group's political or social beliefs, concepts, or attitudes or to intimidate a population or government into granting the individual's or group's demands.

totally disabled (Supplemental Life Insurance Plan)

You become disabled as a result of accidental injury, illness, or a pregnancy-related condition and

- You are unable to perform the material duties of your own occupation.
- You are unable to perform the duties of any other occupation for which you are reasonably qualified by your education, training, or experience.

You are considered totally disabled during any period you are receiving Long-Term Disability Plan benefits.

viatical settlement provider

A person or company that enters into an agreement under which life insurance benefits are assigned to the person or company in exchange for a lump-sum cash payment. The Plan does not accept assignments to viatical settlement providers.

war

Declared or undeclared war or act of declared or undeclared war, unless it is an act of terrorism.

Where to Get More Information		
If you have questions about . . .	Contact . . .	At . . .
<p>Eligibility and enrollment for the disability, life, and accident plans as well as</p> <ul style="list-style-type: none"> • Life and accident claim initiation • Eligibility records • Beneficiaries 	<p>Boeing Service Center for Health and Insurance Plans</p>	<p>Web site: Your Benefits Resources, through Boeing TotalAccess</p> <ul style="list-style-type: none"> • Boeing Web: https://my.boeing.com • World Wide Web: www.boeing.com/express <p>Telephone: through Boeing TotalAccess</p> <ul style="list-style-type: none"> • General: 1-866-473-2016 • TTY/TDD: 1-800-755-6363 • Boeing TotalAccess hours of service <ul style="list-style-type: none"> – Automated telephone system: self-service applications are available 24 hours a day, seven days a week – Representatives available Monday through Friday from 7 a.m. to 8 p.m. Central time <p>You must have your BEMS ID number (or Social Security number) and Boeing TotalAccess password to use Boeing TotalAccess on the World Wide Web or by telephone</p> <p>Mailing address: 100 Half Day Road P.O. Box 1466 Lincolnshire, IL 60069-1466</p>
<p>Short-Term Disability Plan</p>	<p><i>Benefit information and claims:</i></p> <p>Boeing Leave Service Center administered by Aetna Disability and Absence Management</p>	<p><i>Same as for eligibility and enrollment (above)</i></p>
	<p><i>Appeals:</i></p> <p>Aetna Life Insurance Company</p>	<p>Mailing address: Aetna Disability Attn: Boeing Unit P.O. Box 14552 Lexington, KY 40512-4552</p> <p>Web site: www.aetna.com</p>
<p>Long-Term Disability Plan, including</p> <ul style="list-style-type: none"> • Insurance coverage • Benefit information • Claims • Appeals 	<p>Aetna Life Insurance Company</p>	<p>Telephone: 1-800-882-5968</p> <p>Mailing address: Aetna Disability Attn: Boeing Unit P.O. Box 14552 Lexington, KY 40512-4552</p> <p>Note: To initiate a claim for long-term disability benefits, call Boeing TotalAccess</p> <p>Web site: www.aetna.com</p>

Where to Get More Information (Continued)

If you have questions about . . .	Contact . . .	At . . .
<p>Basic Life Insurance Plan, including</p> <ul style="list-style-type: none"> • Insurance coverage • Benefit information • Claims • Appeals 	<p>Aetna Life Insurance Company</p>	<p>Telephone: 1-800-523-5065 Mailing address: P.O. Box 14548 Lexington, KY 40512-4548 Web site: www.aetna.com</p>
<p>Supplemental Life Insurance Plan, including</p> <ul style="list-style-type: none"> • Insurance coverage • Benefit information • Claims • Appeals 	<p>Metropolitan Life Insurance Company</p>	<p>Telephone: 1-800-638-6420 Mailing address: MetLife Group Life Claims P.O. Box 3016 Utica, NY 13504 Web site: www.metlife.com</p>
<p>AD&D Plan, including</p> <ul style="list-style-type: none"> • Insurance coverage • Benefit information • Claims • Appeals 	<p>National Union Fire Insurance Company of Pittsburgh, PA</p>	<p>Telephone: 1-800-551-0824 Mailing address: Accident and Health Claims Department P.O. Box 25987 Shawnee Mission, KS 66225-5987 Web site: www.aiuholdings.com</p>
<p>Supplemental AD&D Plan, including</p> <ul style="list-style-type: none"> • Insurance coverage • Benefit information • Claims • Appeals 	<p>National Union Fire Insurance Company of Pittsburgh, PA</p>	<p>Telephone: 1-800-551-0824 Mailing address: Accident and Health Claims Department P.O. Box 25987 Shawnee Mission, KS 66225-5987 Web site: www.aiuholdings.com</p>
<p>Business Travel Accident Plan, including</p> <ul style="list-style-type: none"> • Insurance coverage • Benefit information • Claims • Appeals 	<p>National Union Fire Insurance Company of Pittsburgh, PA</p>	<p>Telephone: 1-800-551-0824 Mailing address: Accident and Health Claims Department P.O. Box 25987 Shawnee Mission, KS 66225-5987 Web site: www.aiuholdings.com</p>