

ARTICLE 23

INSURANCE BENEFITS

1. **INSURANCE PLAN**

- A. During the term of this Agreement the Company shall continue the benefits of the following insurance plans on the same terms presently offered, with no premium charged to the Employee:

Adding vision to the Regular Plan continues to expand the benefits of the Regular Plan.

Regular Plan Medical
Regular Plan Dental
Regular Plan Vision (effective beginning January 1, 2025)
Regular Plan Basic Life

Alternative personal option plans (such as the flexible benefit plans presently offered as part of the Benefits Plus program) may also be made available to employees covered by this Agreement upon the same terms and conditions as such plans are made available to any other group of Company employees. If any future increase in cost is paid by the Company for employees not covered by this Agreement, such cost shall also be paid by the Company for employees covered hereunder.

- B. Flight Attendants enrolled in the flexible benefits plans described in Section 1.A. above will, at their choice, have the option to utilize the identical benefits mandated by the FAA for the Pilots' chemical abuse/dependency inpatient rehabilitation. This benefit does not apply to family members or Retirees.

2. **RETIREE HEALTH CARE PLAN**

See Article 16.1.G through 16.1.I. for Retiree Health Care information.

3. **PORTABILITY OF INSURANCE**

The Company will continue to contract for the portability of Life Insurance and AD&D coverage upon separation from the Company.

The addition of kidnapping was made throughout this Article. While no one hopes it would ever happen, it is better to expand the circumstances for a benefits payment to be made.

4. **BENEFITS FOR FLIGHT ATTENDANTS IN THE EVENT OF AN ACT OF TERRORISM , SABOTAGE OR KIDNAPPING WHILE ON FLIGHT DUTY OR PAID LAYOVER**

A. **DEATH, PERMANENT TOTAL DISABILITY, DISFIGUREMENT, AND DISMEMBERMENT BENEFITS**

In the event of:

1. The death of a Flight Attendant resulting from injury incurred during acts of terrorism, sabotage, kidnapping; or
2. The permanent total disability of a Flight Attendant resulting from injury incurred during acts of terrorism, sabotage, kidnapping resulting in:
 - a. The permanent medical disqualification of a Flight Attendant by the Company,
 - b. The complete loss by a Flight Attendant of sight or hearing,
 - c. A Flight Attendant incurring any permanent bodily disfigurement that will cause the Flight Attendant in the judgment of the Company not to meet its appearance standards, or
 - d. The loss of both hands, or both feet, or one hand and one foot, or one hand and sight of one eye, or one foot and sight of one eye, resulting from injury incurred during acts of terrorism, sabotage, or kidnapping:

The Company shall pay or cause to be paid, subject to the conditions set forth in Sections 4.C. and 4.D. below, \$500,000 for death or for the conditions specified in Section 4.A.2. above, caused by or resulting from any acts of terrorism, sabotage or kidnapping, or counteraction to such

acts of terrorism, sabotage, or kidnapping, to such Flight Attendant if she/he is alive, otherwise to her/his designated beneficiary under the Company's Group Life Insurance Plan. In no event will more than one lump sum payment of \$500,000 be made per covered Flight Attendant. "Permanent total disability" shall mean the complete inability of the Flight Attendant to perform any and every duty pertaining to any occupation or employment for remuneration or profit for the remainder of the Flight Attendant's life. "Loss" with respect to sight and hearing shall mean entire and irrecoverable loss of such sight or hearing; with respect to hands or feet, loss shall mean actual severance through or above the wrist or ankle joints. In the event the Flight Attendant suffers a covered loss as described in this Section 4.A., the payments under Section 4.A. above shall be \$500,000, and such benefits shall be in addition to any benefits provided in all other Company plans and payments made pursuant to any state Workers Compensation Laws. "Permanent total disability" must occur within 30 days of the covered incident, and the Flight Attendant must remain totally disabled for 12 straight months.

B. APPLICABILITY

The payments provided by the provisions of Section 4.A. above shall be applicable to any Flight Attendant only when the conditions set forth in Sections 4.A.1., or 4.A.2. above, are applicable, and the covered loss occurs while such Flight Attendant is inside or outside the United States, and while she/he is on flight duty or paid layover.

C. EXCLUSIONS

Benefits payable under Sections 4.A. above and 4.D. and 4.E. below shall not be applicable to a Flight Attendant or their beneficiary when death or a condition set forth in Section 4.A.2. above, as applicable:

1. Is intentionally self-inflicted, or the result of suicide, or any attempt thereat, while sane or insane, or
2. Is contracted, suffered, or incurred while such Flight Attendant was engaged in a criminal enterprise or results from her/his having engaged in a criminal enterprise.

The Company's maximum liability for benefits payable under Section 4.A. above shall not exceed \$4,500,000 for any single incident.

D. WORKERS COMPENSATION AND OTHER BENEFITS

The benefits payable under Section 4.A. above to a Flight Attendant killed or injured during acts of terrorism, sabotage, or kidnapping while on flight duty or paid layover shall be in addition to any other benefits to which her/his beneficiaries or representatives may be entitled, such as:

1. Workers Compensation benefits;
2. Any basic or elected optional life insurance benefits under the Company's Group Life Insurance Plan;
3. Any death benefits provided under the Company's Profitsharing and/or 401(K) Plans, if applicable;
4. The death benefits under any Personal Accident policy, if applicable.

E. MISSING, INTERNMENT, PRISONER, OR HOSTAGE BENEFITS

1. A Flight Attendant who is kidnapped, hijacked, taken prisoner, interned or is missing because of acts of terrorism, acts of war, sabotage, rebellion, insurrection, or action of a foreign government while she/he is on flight duty or paid layover shall be paid monthly compensation as set forth in Section 4.H. below for a maximum period of twenty-four (24) months after his/her disappearance or until death is established, whichever occurs first. When such Flight Attendant has been missing for twelve (12) months, the Company will aid the beneficiary in obtaining legal proof in order that death benefits under Company plans can be paid consistent with applicable state law.
2. A Flight Attendant, who is interned, taken prisoner, or hostage as a consequence of terrorism, war, sabotage, or kidnapping while on duty or paid layover shall be paid monthly compensation as set forth in Section 4.H. below for the period during which she/he is known to the Company to be interned or held prisoner or hostage. Such payments will cease, however, when such Flight Attendant's release or death is established.
3. When, under the provisions of Sections 4.E.1., or 4.E.2. above, a Flight Attendant has been missing for a period of twelve (12) months, or in the event no information is received by the Company for twelve (12) continuous months that an interned, imprisoned or

hostage Flight Attendant is alive, the death benefits provided under paragraph 4.A. above shall be paid, and the monthly compensation payments shall cease. If such Flight Attendant is later found to be alive, compensation as set forth in Section 4.E.2. above will be paid retroactively from the time that monthly payments ceased, less any death benefits paid under Section 4.A. above which were paid to the beneficiary, up to the time released. Any death benefits not recovered per the above offset will be repaid by the beneficiary to the Company upon its demand.

F. BENEFIT ASSIGNMENTS

The form referenced in this section is currently hard to find so this makes it more accessible. Also every new hire will fill it out during training as part of their benefits sign up.

1. The monthly compensation allowable under Section 4.E. above to a Flight Attendant interned, missing, held hostage, or prisoner shall be credited to such Flight Attendant on the books of the company and shall be disbursed by the Company in accordance with written directions from her/him. Each Flight Attendant may execute and deliver to the Company a written direction in the form hereinafter set forth. The Company shall, as soon as practicable, allow all Flight Attendants to execute and deliver to the Company such written directions. For the purpose of written directions under this section, the Company will provide all Flight Attendants with access to an electronic form to submit with her/his directives. The direction referred to shall be in substantially, the following form:

“To: Southwest Airlines Co.

“You are hereby directed to pay all monthly compensation allowable to me under Article 23 Section 4 contained in the current Agreement between Southwest Airlines Co. and the Union, while kidnapped, hijacked, interned, held prisoner, hostage, or missing, as follows:

Initially, to:

(Name) (Address)

as long as living, and thereafter to

(Name) (Address)

as long as living, and thereafter to:

(Name) (Address)

as long as living.

“The balance, if any, and any amounts accruing after the death or legal determination of death of all persons named in the above designations shall be held for me or, in the event of my death before receipt thereof, shall be paid to the legal representative of my estate.

“The foregoing directions may be modified from time to time by letter signed by the undersigned, and any such modification shall become effective upon receipt of such letter by the Company.

“Payments made by the Company pursuant to this direction shall fully release the Company from the obligation of making any further payment with respect thereto.

(Flight Attendant Signature)

Date:_____ Employee No._____

There were previously no timeframes for when benefits would be paid, 90 days was added to ensure a prompt benefit payment.

2. Any payments due to any Flight Attendant under this provision which are not covered by a written direction, as above allowed, or as provided in Section 4.A. may be held by the Company for such Flight Attendant and, in the event of her/his death or legal determination of death, shall be paid to the legal representative of her/his estate no later than ninety (90) days from the date of notification of death. In the absence of a written direction from the Flight Attendant, if there is no legal representative of her/his estate, the Company will disburse payments based upon the deceased Flight Attendant's state of residence inheritance laws. The payments will be distributed no later than ninety (90) days from the date of notification of death. As long as the Company acts in good faith in

making such payments, the Company shall be fully released and acquitted from any liability or obligation to make further payment with respect thereto.

G. SENIORITY

Flight Attendants shall continue to retain and accrue all seniority for all purposes during periods in which they are interned, held prisoner, hostage, or missing because of acts of terrorism, acts of war, sabotage, or kidnapping.

H. MONTHLY COMPENSATION DEFINITION

“Monthly compensation” as used in Section 4.E. above shall be calculated in the same manner as base pay is calculated for purposes of salary continuation payments under Article 16.2.A.1, except that the sum of the 13 weeks pay shall be divided by 3, and the result will be the monthly compensation. Employees working less than 13 weeks prior to the event giving rise to payment hereunder shall have their monthly compensation calculated as described in Article 16.2.A.1, except that it shall be computed on a monthly basis.

I. RELATIONSHIP WITH OTHER PROVISIONS

Any payments made under the provisions of this section will be in lieu of any and all other payments provided for under this Agreement, except as specifically noted in the provisions of this section.

5. LONG TERM DISABILITY INSURANCE (LTD)

The benefits waiting period for the Flight Attendants under all Optional Long Term Disability Plans offered under the flexible benefit plans described in Section 1.A. above will be ninety (90) days.

6. MEDICAL CARE

The Company will advance the cost of emergency medical services for Flight Attendants while in the service of the Company outside the United States, including but not limited to medically necessary evacuation and repatriation in the event of accident, injury or serious illness. The Flight Attendant will assist the Company in seeking reimbursement from any health plan covering the Flight Attendant, and will pay to the Company the Flight Attendant’s share of “in network” cost as

provided by the plan, e.g. deductible, coinsurance, co-payment, etc. If the Flight Attendant is covered by a Company sponsored plan, such payment shall be credited toward the Flight Attendant's annual requirement under the plan.