

W E L C O M E

**to the world of
AAdvantage Gold.**



2003 Membership Guide

AAdvantage Gold Status Puts You Miles Ahead

We're pleased to have you as an AAdvantage Gold member and to welcome you into a very distinguished group of travelers. To recognize your loyalty to American Airlines, we invite you to enjoy the following AAdvantage Gold member benefits through **February 29, 2004**.



AAdvantage Gold Hot Line Access

For reservations, upgrade purchases and requests, seating preferences or to order a special meal, call **1-800-848-4653**. If you are outside of the continental U.S., Canada, Puerto Rico or the U.S. Virgin Islands, contact your local American Airlines reservations office.

You can also use the Gold Hot Line to access our AAdvantage Dial-In® system to claim awards and get AAdvantage® program information, as well as your individual account activity. If you don't already have a PIN, you can call the Gold Hot Line.

Admirals Club® Membership

We are pleased to offer you membership in the Admirals Club at a special discounted price. For information about the Admirals Club and these special rates, please visit **www.aa.com/admiralsclub**, call **1-800-237-7971** (from the continental U.S., Canada or Puerto Rico) or stop by any Admirals Club location worldwide.

Flight Bonuses

As an AAdvantage Gold member, you receive a 25% mileage bonus on the base or guaranteed minimum miles for flights on American Airlines, American Eagle, AmericanConnection and our airline participants¹.

Earned Threshold Upgrades

We will credit your upgrade account with four 500-mile electronic upgrades for every 10,000 base miles you earn, including guaranteed minimum miles, when you purchase a ticket on eligible American Airlines, American Eagle, AmericanConnection and airline participant¹ flights during your membership year.



Complimentary and Electronic Upgrades

As a Gold member, you may request a complimentary upgrade for yourself and one companion on eligible American Airlines and AmericanConnection flights when you're both traveling on a **full-fare*** Economy Class ticket. If you are not traveling on a full-fare Economy Class ticket, you and one companion may upgrade using electronic upgrades on eligible American Airlines and AmericanConnection flights.

*Full fares are fares booked in Y and B, excluding fares beginning with YCA or YGT.
See Upgrade Terms and Conditions on Page 7.

You may request an upgrade at the time of reservation. If upgrade seating is available 24 hours prior to departure of your flight, your request will be automatically processed. If seating is not available, American will attempt to process your request until three hours prior to flight time. Once your upgrade is confirmed, you will be notified via email, voice mail or alphanumeric pager, depending on which pager company you use. If you have not received upgrade confirmation three hours prior to departure, you may ask to be placed on the upgrade standby list at the airport. For any flight on which you are a confirmed passenger, you will have upgrade priority at the gate over all other AAdvantage members except AAdvantage Executive Platinum® and AAdvantage Platinum® members.

You may purchase 500-mile electronic upgrades with a major credit card, with cash or with miles at most American ticketing and Admirals Club locations (Club members only), by calling the Gold Hot Line or by visiting AA.com. Discount pricing is now available for upgrades purchased via AA.com or by calling AAdvantage Dial-In. When upgrades are purchased through our AAdvantage Dial-In® system or at a ticketing or Admirals Club location, they are available for use immediately. When purchased online or through a reservations agent, they are available for use within 2 hours of the time of purchase.

For up-to-date upgrade pricing information, call the Gold Hot Line or go to AA.com.

Business Class Check-In and Boarding

You may check in at any American Airlines Business Class check-in position, regardless of the class of service in which you are traveling. In airports without Business Class check-in, you may use First Class check-in.

If you have a pre-reserved seat, you may bypass the ticket counter and proceed directly to the departure gate.

Customers now board by groups in the following order:
First Class, Business Class, then Economy Class passengers beginning with Group 1. AAdvantage Gold members who are traveling in the Coach Cabin are always Group 1 passengers.





Requalifying for AAdvantage Gold Membership

To requalify for Gold status through February 2005, please fly at least 30 qualifying segments or 25,000 qualifying miles or earn 25,000 qualifying points during the 2003 calendar year.

Qualifying activity includes the flight miles/points/segments you earn on qualifying American Airlines, American Eagle, AmericanConnection, and airline participant¹ tickets. The minimum mileage guarantee is included where applicable. Qualifying miles do not include class-of-service bonus miles, other participant miles or any other AAdvantage bonus miles.

Points are earned based on a combination of earned miles and class of service purchased, as follows:

Purchased Fare	Qualifying Points
First Class	1.50 per mile
Business Class	1.25 per mile
Full-fare Economy Class*	1.00 per mile
Discount Economy Class**	.50 per mile

* Includes fares booked in Y or B, excluding fares beginning with YCA or YGT on American Airlines, American Eagle or AmericanConnection (and equivalent codes on participant airlines¹).

** Excludes American Airlines consolidator fares booked in O and fares booked in Q with travel originating in Europe (and equivalent booking codes on participant airlines¹), and Internet fares noted as non-mileage earning.

Qualifying for AAdvantage Platinum® and AAdvantage Executive Platinum® Membership

It takes 60 qualifying segments or 50,000 qualifying miles or points during a calendar year to earn Platinum membership. To attain Executive Platinum status, you must earn 100,000 qualifying miles or points during a calendar year. Both Executive Platinum and Platinum members enjoy a 100% mileage bonus on qualifying flights, as well as other privileges over and above those of AAdvantage Gold members.

Earning Qualifying Points/Miles/Segments

You earn elite-status qualifying points, miles and segments for all eligible routes when you purchase a ticket on the following carriers:

American Airlines/American Eagle/AmericanConnection, Aer Lingus, Alaska Airlines/Horizon Air, Finnair and LanChile/LanPeru.

You will also earn qualifying points, miles and segments when traveling on the following carriers with exceptions as noted:

British Airways

All travel except transatlantic routes.

Cathay Pacific Airways

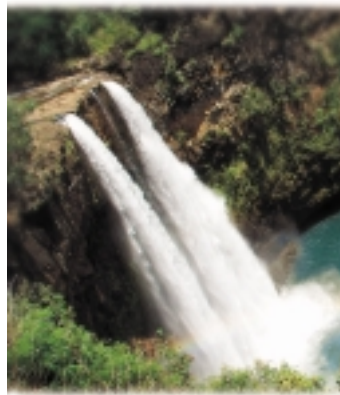
All travel. Miles earned on discounted Economy fares may vary depending on the member's country of residence.

Iberia

All travel. Miles earned on discounted Economy fares earn 30% of the actual miles flown.

Qantas Airways

All travel. Miles earned on discounted Economy fares earn 70% of the actual miles flown.



For a complete list of eligible fare classes, visit AA.com.

Please Note: For flights to count as qualifying activity on Aer Lingus, Alaska Airlines (including Horizon Air), British Airways, Cathay Pacific, Finnair, Iberia, LanChile (including LanPeru) or Qantas Airways, you must fly at least four qualifying segments on American Airlines, American Eagle or AmericanConnection each calendar year.





oneworld™ Alliance

AAAdvantage Gold membership means you also enjoy **oneworld** Ruby status on all eight **oneworld**² member airlines:

American Airlines, Aer Lingus, British Airways, Cathay Pacific Airways, Finnair, Iberia, LanChile/LanPeru and Qantas Airways.

Benefits of Ruby status include priority check-in, preferred boarding and seating, and priority standby and waitlisting. For the most up-to-date information, visit the **oneworld** web site at **www.oneworld.com**.

¹ **Airline Participants** – Qualifying points/miles/segments are earned for eligible American Airlines, American Eagle, AmericanConnection, Aer Lingus, Alaska Airlines (including Horizon Air), British Airways, Cathay Pacific Airways, Finnair, Iberia, LanChile (including LanPeru) and Qantas Airways flights. However, in order for points/miles to count toward elite-member status when flying on eligible airline participants, at least four segments must be flown each calendar year on American Airlines, American Eagle or AmericanConnection. Transatlantic flights on British Airways are not eligible for mileage accrual or award travel.

² **oneworld Benefits** – These are available only to passengers on scheduled flights that are both operated and marketed by a **oneworld** member airline. (Marketed means there must be a **oneworld** member airline flight number on your ticket.) All information contained herein is subject to change without further notice.



Terms and Conditions

Membership Year

The current AAAdvantage Gold membership year is March 1, 2003, or the date of your 2003 Platinum membership qualification, through February 29, 2004.

Qualification Year

The current AAAdvantage Gold qualification year is January 1 through December 31, 2003.

Minimum Mileage Guarantee

AA's codeshare service with SNCF French Railways earns 500 miles per segment. To qualify, the rail ticket must show an AA flight number. Hawaiian Airlines codeshare flights and Thalys rail segments have a 250-mile minimum guarantee. For Iberia, the minimum mile guarantee for travel within Spain or within the Canary or Balearic Islands is 125 miles. Travel between Spain and the Canary Islands earns a flat-rate accrual of 500 miles. For all other Iberia flights, a 300-mile minimum applies.



500-mile Electronic Upgrade Terms and Conditions

- Complimentary upgrades are applicable for both the member and one travel companion provided that both are traveling on a purchased, published fare booked in Y or B, excluding fares beginning with YCA or YGT. Complimentary upgrades are governed by the terms and conditions associated with the usage of 500-mile electronic upgrades.
- Upgrades **may be used** on American Airlines or AmericanConnection marketed and operated flights within and between the 50 United States, Canada, Mexico, the Caribbean, The Bahamas, Bermuda and Central America.
- American Airlines reserves the right to eliminate or restrict the use of upgrades on certain flights and to make other such changes at any time without notice.
- Purchased upgrade prices are subject to change without notice.
- Each upgrade is valid for 500 miles of travel. Each flight segment requires at least one upgrade.
- Upgrades are valid from Economy Class to the next class of service.
- **Upgrade inventory is subject to seating limitations and capacity controls.**
- Upgrades may be used for yourself and one travel companion in conjunction with a paid Economy Class fare ticket, and are not valid for use with an AAdvantage travel award, any free ticket or group fare ticket.
- Upgrade reservations may be confirmed, **if upgrade seating is available**, no earlier than 24 hours prior to the scheduled departure time of the flight. If a confirmed upgrade is not available, you may stand by for the upgrade at the airport.
- You may secure an upgrade for one travel companion per flight segment and confirm the upgrade no earlier than 24 hours prior to the scheduled departure time of the flight, **if upgrade seating is available**. Your companion must check in and travel with you on the same flight. The appropriate number of upgrades for both of you will be deducted from your upgrade account.
- For any flight on which you are a confirmed passenger, standby priority at the airport will be AAdvantage Executive Platinum members first, AAdvantage Platinum members next, AAdvantage Gold® members, then other AAdvantage members.
- Boarding passes must be issued by an Airline Representative, subject to applicable seat availability and operational restrictions, and only upon presentation of your AAdvantage Gold card and verification of the required number of upgrades in your upgrade account. When you are accommodated with an upgrade seat, the appropriate number of upgrades will be deducted from your electronic upgrade account.
- Travel taken using upgrades will accrue AAdvantage mileage/points for the class of service on which your fare is based when ticketed, not for the class of service flown.
- Lost, stolen or expired upgrades will not be replaced. Expired upgrades will not be accepted for travel.
- Unused upgrades will not be refunded, exchanged or transferred.
- Upgrades are void if altered or sold for cash or other consideration.
- Upgrades purchased through American Airlines Reservations or AA.com require a minimum of 2 hours processing time to be deposited into your upgrade account.
- For your security, AAdvantage upgrades are non-transferable and cannot be used by anyone other than the member, except for a travel companion who is traveling on the same flight as the member.





- In the event of a cancellation or off-schedule operation, American Airlines will attempt to honor your upgrade on another of its flights. If you are accommodated on another carrier, it will be in the same class of service as purchased on your American Airlines ticket.
- Use of upgrades to any future American Airlines or AmericanConnection destination is subject to approval.

American Airlines, American Eagle, AmericanConnection, AAdvantage, AAdvantage Executive Platinum, AAdvantage Platinum, AAdvantage Gold, AAdvantage Dial-In, AAdvantage eSummary, AA.com, AAirmail, Net SAAver Fares and Admirals Club are marks of American Airlines, Inc. American Eagle is American's regional airline affiliate. AmericanConnection service is operated by Trans State Airlines, Inc., Chautauqua Airlines, Inc., or Corporate Airlines, Inc., each of which operates as an independent contractor. All other marks referenced are marks of their respective companies.

American reserves the right to change AAdvantage program rules, regulations, travel awards and offers at any time without notice, including the right to, among other things, (1) modify or cancel any award or offer, (2) change program benefits, mileage levels or rules related to mileage credits or travel awards, or (3) add embargo dates, limit award travel seat availability, or otherwise restrict travel awards or offers. American may make these changes even if use of accumulated mileage credits or awards is affected. The accumulation of mileage credits does not entitle members to any vested rights. American further reserves the right to end the AAdvantage program upon six months notice. AAdvantage travel awards, mileage accrual and special offers are subject to government regulations. American is not responsible for products or services offered by other participating companies. For complete AAdvantage program details, visit www.aa.com.