

**SUMMARY PLAN DESCRIPTION**

**NFL PLAYER  
88 PLAN**



## **88 Plan**

200 St. Paul Place, Suite 2420  
Baltimore, MD 21202-2040  
(800) 638-3186

September 2007

### **Dear NFL Player:**

This booklet summarizes the 88 Plan. The 88 Plan provides benefits to eligible former Players who have "dementia," as defined in the 88 Plan. The 88 Plan was created, and is maintained and funded in accordance with the Collective Bargaining Agreement ("CBA") between the National Football League Players Association ("NFLPA") and the National Football League Management Council ("NFL Management Council").

This booklet describes the main features of the 88 Plan as of this date. Please read it carefully, show it to your family, and keep it in your permanent records. Certain important terms are defined in the Appendix and are italicized throughout this booklet.

This booklet summarizes the 88 Plan in everyday language. It is not a substitute for the official 88 Plan document and, in the event of a conflict, the official 88 Plan document will be followed. If you would like to review the official 88 Plan document, please contact the Plan Office at the above address or by calling the toll-free number (800) 638-3186. The staff will answer any questions you may have about your eligibility or your benefits.

Sincerely,

The 88 Board

88 Plan



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## Introduction

The NFLPA and the NFL Management Council established this 88 Plan to provide benefits to certain *Players with Dementia*, as defined by the 88 Plan. This 88 Plan was established in recognition of former Baltimore Colts player and Pro Football Hall of Fame member John Mackey, whose uniform number was 88.

Participants who are determined to be *Eligible Players* are entitled to receive 88 Plan benefits. These benefits are the reimbursement or payment of medical and custodial expenses related to the *Eligible Player's Dementia*.

This booklet describes the main features of the 88 Plan.

## Who Is a Participant in the 88 Plan?

All *Vested Players* are participants in the 88 Plan. You are a *Vested Player* if you are

- (1) vested under the Bert Bell/Pete Rozelle NFL Player Retirement Plan ("*Retirement Plan*") due to your *Credited Seasons*, or
- (2) vested under the *Retirement Plan* because you have received total and permanent disability benefits under the *Retirement Plan*.

## How Do You Vest Due to Credited Seasons?

You are a *Vested Player* based on *Credited Seasons* if:

- You earn three or more *Credited Seasons*, including at least one *Credited Season* after the 1992 season; or
- You earn four or more *Credited Seasons*.

All determinations regarding *Credited Seasons* are made by the Board of the *Retirement Plan*.

## How Do You Vest Due to Total and Permanent Disability?

You are a *Vested Player* if you have ever received total and permanent disability benefits from the *Retirement Plan*. The Summary Plan Description of the *Retirement Plan* describes the eligibility and other rules for total and permanent disability benefits. You may request that Summary Plan Description from the Plan Office by calling (800) 638-3186.

## How Do You Become Eligible to Receive a Benefit Under the 88 Plan?

You are an *Eligible Player* entitled to receive 88 Plan benefits if the 88 Committee or the 88 Board determines that:

- (1) you are a *Vested Player*; and
- (2) your condition meets the 88 Plan's definition of *Dementia*.

You must apply in writing to the 88 Plan for a determination of whether you are an *Eligible Player*. Application forms are available from the Plan Office ((800) 638-3186) or at [www.mygoalline.com](http://www.mygoalline.com).

## How Does the 88 Plan Define Dementia?

In general, the 88 Plan uses the medical definition of *Dementia* in the *Diagnostic and Statistical Manual of Mental Disorders* (4th Ed., Text Revision) ("DSM"), except that *Dementia* caused exclusively or primarily by substance abuse is not covered. The full medical definition of *Dementia* is lengthy. You may obtain, free of charge, an excerpt from the DSM containing the full definition by contacting the Plan Office at (800) 638-3186. The following paragraphs paraphrase the DSM language.

\* \* \*

In general, dementia is a disorder characterized by the development of multiple cognitive deficits (including memory impairment) that are due to the direct physiological effects of one or more general medical conditions.

The essential feature of a dementia is the development of multiple cognitive deficits that include memory impairment and at least one of the following cognitive disturbances: aphasia, apraxia, agnosia, or a disturbance in executive functioning. The cognitive deficits must be sufficiently severe to cause impairment in occupation or social functioning and must represent a decline from a previously higher level of functioning.

Memory impairment is required to make the diagnosis of a dementia and is a prominent early symptom. Individuals with

dementia become impaired in their ability to learn new material, or they forget previously learned material. Most individuals with dementia have both forms of memory impairment, although it is sometimes difficult to demonstrate the loss of previously learned material early in the course of the disorder. They may lose valuables like wallets and keys, forget food cooking on the stove, and become lost in unfamiliar neighborhoods. In advanced stages of dementia, memory impairment is so severe that the person forgets his or her occupation, schooling, birthday, family members, and sometimes even name.

Deterioration of language function (aphasia) may be manifested by difficulty producing the names of individuals and objects. The speech of individuals with aphasia may become vague or empty. Comprehension of spoken and written language and repetition of language may also be compromised.

Apraxia involves impaired ability to execute motor activities despite intact motor abilities, sensory function, and comprehension of the required task. Apraxia may contribute to deficits in cooking, dressing, and drawing; individuals with apraxia may be impaired in their ability to do such tasks as comb their hair or wave goodbye.

Agnosia involves a failure to recognize or identify objects despite intact sensory function. For example, the individual may have normal vision but lose the ability to recognize objects such as chairs or pencils. Eventually they may be unable to recognize family members or their own reflection in the mirror. Similarly, they may have normal tactile sensation, but be unable to identify objects placed in their hands by touch alone (e.g., a coin or keys).

Disturbances in executive functioning are a common manifestation of dementia. Executive functioning involves the ability to think abstractly and to plan, initiate, sequence, monitor, and stop complex behavior. Impairment in abstract thinking may be manifested by the individual having difficulty coping with novel tasks and avoiding situations that require the

processing of new and complex information.

The memory impairment and aphasia, apraxia, agnosia, or disturbance in executive functioning must be severe enough to cause significant impairment in social or occupational functioning (e.g., going to school, working, shopping, dressing, bathing, handling finances, and other activities of daily living) and must represent a decline from a previous level of functioning.

\* \* \*

*Excerpts from the DSM are reprinted with permission from the Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition, Text Revision, (Copyright 2000), American Psychiatric Association.*

Dementia may be caused by one or more general medical conditions. The following forms of dementia described in the DSM qualify under the 88 Plan: Dementia of the Alzheimer's Type, Vascular Dementia, Dementia due to HIV Disease, Dementia due to Head Trauma, Dementia due to Parkinson's Disease, Dementia due to Huntington's Disease, Dementia due to Pick's Disease, Dementia due to Creutzfeldt-Jakob Disease, Dementia due to Other General Medical Conditions, Dementia due to Multiple Etiologies where substance abuse is not the primary cause, and Dementia Not Otherwise Specified.

## What Costs Does the 88 Plan Cover?

If you are determined to be an *Eligible Player*, the 88 Plan will reimburse or pay the following costs that are related to your *Dementia*, up to the limits described below:

- Institutional care
- Home custodial care provided by an unrelated third party
- Physician services
- Durable medical equipment
- Prescription medication

The 88 Plan does not reimburse or pay for any benefit that is paid by an unrelated entity, such as an employer, an insurance company, or a government agency.

The 88 Board may establish minimum standards for providers, such as required certifications for in-home or institutional custodial care.

Benefits are payable for the duration of your *Dementia*. If the 88 Committee or the 88 Board should determine that you no longer have *Dementia*, your benefits will cease.

## What Limits Apply?

The maximum benefit in any Plan Year is \$88,000, and that applies to an Eligible Player who is institutionalized for that entire Plan Year. The maximum benefit in any Plan Year for an Eligible Player who has not been institutionalized for any part of that Plan Year is \$50,000.

If you receive institutional care for only part of a *Plan Year*, the \$88,000 and \$50,000 limits will be prorated, so that one-twelfth (1/12) of the \$88,000 limit applies for each month in which you are admitted for any part of that month as an in-patient to an institution, and one-twelfth (1/12) of \$50,000 applies to other months. For example, if you are admitted as an in-patient to an institution for four and a half months and receive home care for the remainder of the *Plan Year*, your

maximum benefit for that *Plan Year* is 5/12 of \$88,000 plus 7/12 of \$50,000, or \$65,833. The *Plan Year* runs from April 1 to the following March 31.

If you are an *Eligible Player* for only part of a *Plan Year*, the above calculation will be based on the number of months that you are an *Eligible Player*. For the short two-month initial *Plan Year* from February 1, 2007 through March 31, 2007, the maximum number of months used above is two.

## How Does an Eligible Player Obtain Benefits?

The 88 Plan has appointed a *Benefits Administrator* to collect, process, and pay your claims for benefits. Once the 88 Board or the 88 Committee has determined you are an *Eligible Player*, you will receive a package of blank claim forms. You will use these forms to submit invoices for the costs described above to the *Benefits Administrator* by fax at 1-646-878-0787 or by mail to the following address:

88 Plan  
c/o CIGNA Healthcare  
53 Glenmaura National Blvd.  
Moosic, PA 18507

Please call the Plan Office at (800) 638-3186 if you need claim forms or have any questions.

## Can 88 Plan Benefits Be Paid Directly to an Appropriate Provider?

Yes. You may request such payment on the claim forms you will receive, and you may call the Plan Office at (800) 638-3186 if you have any questions.

## Can Family Members and Others Help in the Process?

The 88 Plan recognizes that *Players* with *Dementia* may not be able to file for benefits or seek reimbursement on their own. The

representative of the *Player* may file claims for benefits, seek reimbursement, and otherwise take actions under the 88 Plan on behalf of a *Player*. However, the 88 Plan will not pay family members for their services.

## Does the 88 Plan Provide Services Directly?

No. You or your representative, not the 88 Plan, are responsible for selecting the care and services you receive, and the providers for those services. The 88 Plan cannot be responsible for your care.

## Are Your 88 Plan Benefits Subject to an Offset?

Possibly. Your 88 Plan benefit will be reduced by the amount of any total and permanent disability benefits paid by the *Retirement Plan* and the NFL Player Supplemental Disability Plan ("Disability Plan"), other than those total and permanent disability benefits paid to Players who are receiving the Inactive total and permanent disability benefit described in section 5.1(d) of the *Retirement Plan*.

If you were receiving Active Football, Active Nonfootball, or Football Degenerative total and permanent disability benefits under *Retirement Plan* sections 5.1(a), 5.1(b), or 5.1(c) at age 55 and your benefits converted to retirement benefits under Section 5.4 of the *Retirement Plan*, your monthly 88 Plan benefit instead will be reduced by the difference between (1) the monthly benefit you would receive from the *Retirement Plan* and Disability Plan combined, if you elected a Life Only Pension beginning at age 55, and (2) the monthly benefit you would have received from the *Retirement Plan* in a Life Only Pension at age 55 based solely on your Credited Seasons, as if you were not disabled.

Therefore, if you receive Active Football, Active Nonfootball, or Football Degenerative total and permanent disability benefits under *Retirement Plan* sections 5.1(a), 5.1(b), or 5.1(c) and have not converted to retirement benefits under *Retirement Plan* section 5.4, the offset eliminates any 88 Plan benefits you may otherwise receive. This offset does not apply if you are receiving Inactive total and permanent disability benefits under Plan section 5.1(d).

## What Happens to 88 Plan Benefits When You Die?

The 88 Plan will pay for expenses incurred before you die but that are not billed or submitted for payment until after your death. Otherwise, no benefits are payable after your death.

## How Are 88 Plan Benefits Taxed?

The 88 Plan cannot provide tax advice, and you should consult your personal tax advisor. However, the following general statements may be helpful.

In general, you are not taxed on the cost of medical benefits provided to you through a licensed health care practitioner, such as costs for office visits, hospitalization, prescription drugs, and prescribed medical equipment.

The 88 Plan is seeking a ruling from the Internal Revenue Service to determine whether a similar rule applies for custodial care, such as in an institution or at home. In general, under the ruling we have requested, you are not taxed on the 88 Plan payment or reimbursement for that custodial care.

Unless directed otherwise by the Internal Revenue Service or you, the 88 Plan will assume for withholding purposes that your benefits for custodial care are not taxable income.

Again, please consult with your personal tax representative to determine whether, based on your individual facts and circumstances, your 88 Plan benefits are taxable.

## What About Medicare and Medicaid?

The Medicare and Medicaid rules are complex. The 88 Plan is not in a position to provide advice about the possible interaction between the 88 Plan and Medicare or Medicaid.

## What Else Do You Need to Know About Your 88 Plan?

### Administration and Type of Plan

The 88 Plan is a multiemployer welfare benefit plan that provides *Dementia* benefits. The 88 Plan is administered by the 88 Board, which is a joint Board of Trustees. The 88 Board has six voting members, three of whom are selected by the NFLPA and three of whom are selected by the NFL Management Council. The Commissioner of the NFL is a nonvoting member.

The following individuals are currently on the 88 Board:

#### **Chairman**

Roger Goodell

#### **Management Members**

William V. Bidwill\*

Richard Cass

Clark Hunt

#### **Player Members**

Tom Condon\*

David Duerson

Jeff Van Note

\*Vice Chairmen

The 88 Board has absolute discretion and authority to interpret the 88 Plan, review claims for benefits, and decide how the 88 Plan applies in different situations. Any matter on which the 88 Board is deadlocked may be referred to an arbitrator. You can address correspondence to individual 88 Board members, c/o the 88 Plan at the address listed

below. The day-to-day administration of the 88 Plan, on behalf of the 88 Board, occurs at the following address:

88 Plan  
200 St. Paul Place, Suite 2420  
Baltimore, MD 21202-2040  
800-638-3186

### **Plan Administrator and Trustee**

88 Board  
88 Plan  
200 St. Paul Place, Suite 2420  
Baltimore, MD 21202-2040

### **Agent for Service of Legal Process**

The agent for service of legal process is the 88 Board. Service of legal process also may be made on each individual member of the 88 Board.

### **88 Committee**

One member of the 88 Committee is appointed by the NFL Management Council and the other member is appointed by the NFLPA. The 88 Committee has the authority and discretion to determine whether a *Player* is an *Eligible Player*.

### **Custodian Bank**

The assets of the 88 Plan are held in an account by:  
Mellon Bank, N.A.  
500 Grant Street  
Room 151-1315  
Pittsburgh, PA 15258

### **Union**

The National Football League Players Association  
1133 20th Street, NW  
Washington, DC 20036

### **Representative of the Employers**

NFL Management Council  
280 Park Avenue  
New York, NY 10017

## **Employer Identification Number (EIN) Assigned to the 88 Board**

#11-3805565

## **Plan Number**

501

## **Plan Year**

Records for the 88 Plan are maintained on a Plan Year basis that begins on April 1 and ends on the following March 31. A Plan Year is identified by the calendar year in which it begins.

## **Plan Amendment or Termination**

The 88 Plan is maintained under the terms of Collective Bargaining Agreements between the NFLPA and the NFL Management Council. The NFLPA and the NFL Management Council, when acting jointly, have the right to amend or terminate the 88 Plan.

## **Contributions**

Contributions to the 88 Plan are made at least quarterly to a trust fund by the member Clubs of the NFL in amounts sufficient to pay estimated 88 Plan benefits and expenses. You do not make contributions in support of the 88 Plan.

## **Plan Assets**

The 88 Plan's assets are held in trust with the 88 Board serving as the Trustee. The Trust is intended to constitute a voluntary employees' beneficiary association, or "VEBA," within the meaning of section 501(c)(9) of the Internal Revenue Code. Assets will be used to pay benefits to Players or to pay the costs of administering the 88 Plan.

## **Assignment of Benefits**

In general, you cannot transfer, assign, or pledge your benefits under the 88 Plan.

## **Receipt of Documents**

All correspondence, including forms, elections, and other documents that must be submitted or filed with the 88 Plan, are deemed received only if and when actually received by the 88 Plan, and not when mailed or otherwise sent.

### Designating a Representative

For all types of claims and administrative review of claim denials, you can designate a representative to act on your behalf by submitting a written authorization to the Plan Office. If you designate a representative to act on your behalf, unless you limit the scope of the representation in writing (or the representation is otherwise terminated), the decisions and other notices regarding your claim and/or administrative review of a claim denial will be sent to your representative, and your representative will be allowed to review and obtain copies of your 88 Plan records and other relevant information.

### Failure to Exhaust Administrative Remedies

If your claim for an eligibility determination or for benefits is denied in whole or in part (including a deemed denial) and you fail to request, in a timely manner, review by the 88 Board of the denial under the 88 Plan's review procedures described below, you will have failed to exhaust your administrative remedies. If you fail to exhaust your administrative remedies and later file a legal action in court on your denied benefit claim, the court may dismiss your claim.

### Benefit Claim and Review Procedures

To become an *Eligible Player*, you must file a written application with the 88 Plan.

If you are an *Eligible Player* and seek reimbursement or payment for an expense, you must submit a claim form to the *Benefits Administrator*.

The claims procedure for each of these types of claims is set forth below.

*Claims for Eligibility.* To become an *Eligible Player*, you or your personal representative must file an application in accordance with the reasonable claims filing procedures established by the 88 Board and you must take such actions as the 88 Committee or the 88 Board may require. The 88 Committee or the 88 Board will notify you when additional information is required. The time periods described below for decisions of the 88 Committee and the 88 Board may be extended with your consent.

If a claim for benefits is wholly or partially denied, the 88 Committee will give you notice of its adverse benefit determination within a reasonable time, but not later than 30 days after receipt of the claim. This determination period may be extended twice by 30 days if, prior to the expiration of the period, the 88 Committee determines that such an extension is necessary due to matters beyond the control of the 88 Plan and notifies you of the circumstances requiring the extension of time and the date by which the 88 Committee expects to render a decision. If any extension is necessary, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. You will be afforded at least 45 days to provide the specified information. If the 88 Committee fails to notify you of its decision to grant or deny such claim within the time specified by this paragraph, you may deem such claim to have been denied by the 88 Committee and the review procedure described below will become available to you.

The notice of an adverse benefit determination will be written in a manner calculated to be understood by you and will set forth the following:

- (1) the specific reason(s) for the determination;
- (2) reference to the specific plan provisions on which the determination is based;
- (3) a description of additional material or information, if any, needed to perfect the claim and the reasons such material or information is necessary;
- (4) a description of the 88 Plan's claims review procedures and the time limits applicable to such procedures, including a statement of the *Player's* right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review;
- (5) any internal rule, guideline, protocol, or other similar criterion relied on in making the determination (or state that such information is available free of charge upon request); and
- (6) if the determination was based on a scientific or clinical exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the 88 Plan to your circumstances (or state that such explanation is available free of charge upon request).

You will have 180 days from the receipt of an adverse benefit determination to file a written request for review of the initial decision to the 88 Board.

You will have the opportunity to submit written comments, documents, and other information in support of the request for review and will have access to relevant documents, records, and other information in the administrative record. The 88 Board's review of the adverse benefit determination will take into account all available information, regardless of whether that information was presented or available to the 88 Committee.

The 88 Board will accord no deference to the determination of the 88 Committee. If a claim involves a medical judgment question, the health care professional who is consulted on review will not be an individual who was consulted during the initial determination or his subordinate, if applicable. Upon request, the 88 Board will provide for the identification of the medical experts whose advice was obtained on behalf of the 88 Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

Decisions by the 88 Board on review will be made no later than the date of the 88 Board meeting that immediately follows the 88 Plan's receipt of the Player's request for review, unless the request for review is received by the 88 Plan within 30 days preceding the date of such meeting. In such case, the 88 Board's decision may be made by no later than the second meeting following the 88 Plan's receipt of the request for review. If special circumstances require a further extension of time for processing, a benefit determination will be rendered not later than the third meeting of the 88 Board following the 88 Plan's receipt of the request for review. If such an extension of time is required, the 88 Board will notify you in writing of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension.

You will be notified of the results of the review not later than five days after the determination. Any notification of an adverse benefit determination on review will:

- (1) state the specific reason(s) for the determination;
- (2) reference specific 88 Plan provision(s) on which the determination is based;
- (3) state that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;
- (4) state that you have the right to bring an action under ERISA section 502(a);
- (5) disclose any internal rule, guidelines, or protocol relied on in making the determination (or state that such information will be provided free of charge upon request); and
- (6) if the determination was based on a scientific or clinical exclusion or limit, contain an explanation of the scientific or clinical judgment for the determination, applying the terms of the 88 Plan to your circumstances (or state that such explanation is available free of charge upon request).

*Claims for Reimbursement.* If you are an *Eligible Player*, you or your personal representative must file an application for reimbursement or payment of expenses related to *Dementia* in accordance with the reasonable claims filing procedures established by the 88 Board and take such actions as the *Benefits Administrator* or the 88 Board may require. *The Benefits Administrator* or the 88 Board will notify you when additional information is required. The time periods described below for decisions of the *Benefits Administrator* and the 88 Board may be extended with your consent.

If a claim for benefits is wholly or partially denied, the *Benefits Administrator* will give you notice of its adverse benefit determination within a reasonable time, but not later than 30 days after receipt of the claim. This determination period may be extended twice by 30 days if, prior to the expiration of the period, the *Benefits Administrator* determines that such an extension is necessary due to matters beyond the control of the 88 Plan and notifies you of the circumstances requiring the extension of time and the date by which the *Benefits Administrator* expects to render a decision. If any extension is necessary, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. You will be afforded at

least 45 days to provide the specified information. If the *Benefits Administrator* fails to notify you of its decision to grant or deny such claim within the time specified by this paragraph, you may deem such claim to have been denied by the *Benefits Administrator* and the review procedure described below will become available to you.

The notice of an adverse benefit determination will be written in a manner calculated to be understood by you and will set forth the following:

- (1) the specific reason(s) for the determination;
- (2) reference to the specific plan provisions on which the determination is based;
- (3) a description of additional material or information, if any, needed to perfect the claim and the reasons such material or information is necessary;
- (4) a description of the 88 Plan's claims review procedures and the time limits applicable to such procedures, including a statement of the *Player's* right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review;
- (5) any internal rule, guideline, protocol, or other similar criterion relied on in making the determination (or state that such information is available free of charge upon request); and
- (6) if the determination was based on a scientific or clinical exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the 88 Plan to your circumstances (or state that such explanation is available free of charge upon request).

You will have 180 days from the receipt of an adverse benefit determination to file a written request for review of the initial decision to the 88 Board.

You will have the opportunity to submit written comments, documents, and other information in support of the request for review and will have access to relevant documents, records, and other information in the administrative record. The 88 Board's review of the adverse benefit determination will take into account all available information, regardless of whether that information was presented or available to the *Benefits Administrator*.

The 88 Board will accord no deference to the determination of the *Benefits Administrator*. If a claim involves a medical judgment question, the health care professional who is consulted on review will not be an individual who was consulted during the initial determination or his subordinate, if applicable. Upon request, the 88 Board will provide for the identification of the medical experts whose advice was obtained on behalf of the 88 Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

Decisions by the 88 Board on review will be made no later than the date of the 88 Board meeting that immediately follows the 88 Plan's receipt of the Player's request for review, unless the request for review is received by the 88 Plan within 30 days preceding the date of such meeting. In such case, the 88 Board's decision may be made by no later than the second meeting following the 88 Plan's receipt of the request for review. If special circumstances require a further extension of time for processing, a benefit determination will be rendered not later than the third meeting of the 88 Board following the 88 Plan's receipt of the request for review. If such an extension of time is required, the 88 Board will notify you in writing of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension.

You will be notified of the results of the review in writing after the determination. Any notification of an adverse benefit determination on review will:

- (1) state the specific reason(s) for the determination;
- (2) reference specific 88 Plan provision(s) on which the determination is based;
- (3) state that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;
- (4) state that you have the right to bring an action under ERISA section 502(a);
- (5) disclose any internal rule, guidelines, or protocol relied on in making the determination (or state that such information will be provided free of charge upon request); and

- (6) if the determination was based on a scientific or clinical exclusion or limit, contain an explanation of the scientific or clinical judgment for the determination, applying the terms of the 88 Plan to your circumstances (or state that such explanation is available free of charge upon request).

### Limitation on Actions

You may not commence a legal action in a court on a benefit claim denial or partial denial more than 42 months from the date of the final decision on your claim. With respect to all other types of claims, you may not commence a legal action in a court after the earlier of –

- six years after the date of any omission, violation, or breach of any responsibility, duty, or obligation imposed by the 88 Plan or applicable laws, or
- three years after the earliest date that you had actual or constructive knowledge of any such omission, violation, or breach, except that, depending on the facts, certain exceptions may apply.

If you do file a legal action after these limitation periods have expired, the court may dismiss your claim.

### Your ERISA Rights

You are entitled to certain rights and protections under the Employee Retirement Income Security Act, as amended ("ERISA").

### **ERISA Provides that All 88 Plan Participants Are Entitled to:**

#### **Receive Information About Your Plan Benefits:**

- Examine without charge at the Plan Office all official 88 Plan documents, including the relevant Collective Bargaining Agreements, a copy of the latest annual report (Form 5500 Series) filed by the 88 Board with the US Department of Labor, and a copy of the updated summary plan description. You can get copies of these 88 Plan documents if you ask in writing. The Plan Office may charge you a reasonable fee for copies of these documents, except for the summary plan description.
- Receive a summary of the 88 Plan's annual financial report. The 88 Board is required by law to give you a copy of this Summary Annual Report every year.

- Obtain by written request to the Plan Office a complete list of employers and employee organizations sponsoring the 88 Plan. The list also is available for examination at the Plan Office. In addition, you may obtain by written request to the Plan Office information as to whether a particular employer or employee organization is an 88 Plan sponsor and, if so, the sponsor's address.

### **Prudent Actions by Plan Fiduciaries:**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the 88 Plan. The 88 Board members and certain others with responsibility for managing or operating the 88 Plan, called "fiduciaries" of the 88 Plan, have a duty to do their job prudently and in your interest and in the interest of all the other 88 Plan participants and beneficiaries. No one – neither your employer, your union, nor any other person – may terminate your employment or in any way discriminate against you to prevent you from obtaining an 88 Plan benefit or exercising your rights under ERISA.

### **Enforce Your Rights:**

If your claim for an 88 Plan benefit from the 88 Plan is denied in whole or in part, you have the right to receive a written explanation of the reason for the denial. You have the right to have the 88 Board review and reconsider your claim. And, under ERISA, there are steps you can take to exercise these rights.

For instance, if you ask for copies of the above materials from the Plan Office and do not receive them within 30 days, you can file suit in a federal court. In such a case, the court may require the 88 Board to provide the material. In addition, the court may impose a fine of up to \$110 a day on the 88 Board, payable to you, unless you did not get the materials because of some reason beyond the control of the 88 Board.

If you have a claim for benefits that is denied or ignored in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file a suit in federal court. If the 88 Plan fiduciaries misuse the 88 Plan's money, or you are discriminated against for asserting your rights, you may seek

assistance from the US Department of Labor. You may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the court decides in your favor, it may order the person you have sued to pay these court costs and legal fees. If you lose, the court may order you to pay these court costs and legal fees if, for example, it finds your claim is frivolous.

### **Assistance with Your Questions:**

If you have any questions about your 88 Plan, you should contact the 88 Board by writing or calling the Plan Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, US Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, US Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210. You also can obtain certain publications about your rights and responsibilities by calling the publications hotline of the Employee Benefits Security Administration.

### **No PBGC Insurance**

Benefits under the 88 Plan are not insured by the Pension Benefit Guaranty Corporation ("PBGC"). PBGC insurance protection is not available to welfare benefit plans such as this 88 Plan.

### **Disclaimer**

This summary is intended to describe in general terms the essential features of your 88 Plan. Every effort has been made to make sure that the information contained in this summary is correct; however, in the case of any discrepancy, the provisions of the actual 88 Plan and Trust will govern.

## Appendix

### Definitions

**Active Player.** You are an *Active Player* if (1) you are obligated to perform football-playing services under a contract with a Club, or (ii) for purposes of qualifying for total and permanent disability benefits, you are no longer obligated to perform football-playing services under a contract with a Club, but you are between the period beginning when your last contract expired or you were terminated for any reason, and ending on the later of the July 15 following the beginning of the period or the first day of pre-season training camp.

**Benefits Administrator.** The *Benefits Administrator* is the person or entity appointed by the 88 Board to make the initial determination of the extent to which an expense incurred by an Eligible Player will be reimbursed.

**Credited Season.** *Credited Season* under the 88 Plan has the same meaning as that term is defined in Section 1.10 of the *Retirement Plan*. As applied to the 88 Plan, a *Credited Season* is a *Plan Year* in which a *Player*:

- (a) is an *Active Player* (including an injured *Player* who satisfies the definition of *Active Player*) on the date of three or more Games, not including Game dates when he was on the Future List;
- (b) is injured after April 1, 1970 in the course and scope of his employment for an Employer and by reason of such injury receives payment equivalent to his salary for three or more Games or for a number of Games which, when added to the number of Games in such *Plan Year* for which he otherwise has credit, totals three or more;
- (c) after reporting to at least one official pre-season training camp or official practice session during such *Plan Year*, (1) dies, (2) becomes totally and permanently disabled under Section 5.1(a) or Section 5.1(b) of the *Retirement Plan*, or (3) incurs a disability that subsequently qualifies for a benefit under Section 6.1 of the *Retirement Plan*;
- (d) is absent from employment by an Employer while serving in the Armed Forces of the United States, provided such *Player* returns as an *Active Player*, after first being eligible for discharge from

military service, by the later of (i) 90 days or any longer period prescribed by applicable law, or (ii) the opening of the official pre-season training camp;

- (e) effective June 1, 1993, was absent from employment by an Employer while serving in the Armed Forces of the United States during the periods set forth in the table below if (1) during the one year period ending on the date he entered the Armed Forces, such *Player* either played professional football for an Employer or signed a contract (or a similar document) stipulating his intent to play professional football for an Employer, and (2) such *Player* was alive on the date set forth in the table below for the corresponding period:

<b><i>For Plan Years:</i></b>	<b><i>Such Player Was Alive On:</i></b>
April 1, 1941 through March 31, 1947	June 6, 1994
April 1, 1950 through March 31, 1955	May 1, 1996
April 1, 1960 through March 31, 1976	January 13, 2000

Provided that *Credited Season* under this subsection (e) will be granted only if and to the extent necessary for such *Player* to become a *Vested Player*; or

- (f) effective April 1, 2001, has a season with at least eight games on the practice squad in a *Plan Year* (either before or after April 1, 2001) in which he did not otherwise earn a *Credited Season*, provided that he is otherwise vested and earns a *Credited Season* in 2001 or later. A *Player* may earn a maximum of one *Credited Season* under this subsection (f) regardless of the number of seasons in which he has at least eight games on the practice squad.

A *Player* cannot earn more than one *Credited Season* during a *Plan Year*. A *Credited Season* is identified by the calendar year in which it begins.

***Dementia.*** *Dementia* means dementia as defined in the *Diagnostic and Statistical Manual of Mental Disorders* (4th Ed., Text Revision), excluding (1) Substance-Induced Persisting Dementia, and (2)

Dementia Due to Multiple Etiologies where Substance-Induced Persisting Dementia is the primary cause.

**Eligible Player.** An *Eligible Player* is a *Vested Player* who has been determined eligible to receive benefits under the 88 Plan, as described in 88 Plan Section 3.1.

**Plan Year.** *Plan Year* means a 12-month period from April 1 to March 31. A *Plan Year* is identified by the calendar year in which it begins. The first *Plan Year* is the period from February 1, 2007 to March 31, 2007.

**Player.** A *Player* is any person who is or was employed under a contract by an Employer to play football in the League.

**Retirement Plan.** The *Retirement Plan* is the Bert Bell/Pete Rozelle NFL Player Retirement Plan, or its predecessors, the Bert Bell NFL Player Retirement Plan and the Pete Rozelle NFL Player Retirement Plan.

**Vested Player.** A *Vested Player* is a *Player* who has vested under the *Retirement Plan* due to his *Credited Seasons* or his total and permanent disability.

## NOTES

# 88 Plan



