



NFL PLAYER DISABILITY & NEUROCOGNITIVE BENEFIT PLAN SUMMARY OF MATERIAL MODIFICATIONS

This notice summarizes recent changes to the NFL Player Disability & Neurocognitive Benefit Plan (“Disability Plan”). As before, Disability Plan benefits are not vested, and may be revised or terminated in the future.

1. Social Security Disability Insurance (“SSDI”) Offset

Effective January 1, 2024 through and including March 2031, most Players receiving Inactive A total and permanent disability (“T&P”) benefits from the Disability Plan will be subject to an SSDI Offset. Players who are age 65 or older or are 88 Eligible Players under the 88 Plan are exempt from the SSDI Offset.

In general, a Player who is subject to the SSDI Offset will have his monthly Inactive A T&P benefit from the Disability Plan reduced in each month of the calendar year by the amount of the monthly Social Security Disability Insurance (“SSDI”) benefits he received in January of the prior calendar year, less governmental insurance premiums, if any. If the Player was not receiving SSDI benefits in January of the prior year, the reduction will equal the amount of the SSDI benefit as of the first month for which it is paid.

It will be the responsibility of any Player receiving Inactive A T&P benefits to inform the Plan of the amount of his SSDI benefits and the months for which they are paid. If the Plan is aware the Player is receiving SSDI benefits but is not aware of the applicable amount of the SSDI Offset, the SSDI Offset will be \$3,000 per month until the Player provides satisfactory evidence of his actual SSDI benefit. Upon receipt of such evidence, the Player’s T&P benefits will be adjusted to reflect the amount of any underpayments or overpayments for prior months.

If a Player who is subject to the SSDI Offset fails to inform the Plan that he receives SSDI benefits, the Plan will suspend his Inactive A T&P benefits upon learning that he is receiving SSDI benefits. The suspension will remain in force until (1) the Player submits documentation from the Social Security Administration sufficient to allow the Plan to determine the amount of the SSDI Offset for each past year in which the Player was subject to the SSDI Offset, and (2) the Plan has recouped all past overpayments caused by the failure to apply the SSDI Offset. The above rules for the SSDI Offset apply regardless of when a Player applied for or was awarded Inactive A T&P benefits.

2. **Eligibility to Apply for Neurocognitive Disability Benefits**

To apply for neurocognitive disability (“NC”) benefits, a Player must meet certain minimum eligibility standards. There are two sets of eligibility standards: (1) those that vary depending on when the application is received, and (2) those that apply regardless of when the application is received. Both sets of standards are set forth below.

Eligibility Rules That Vary by Date of Receipt of the Application

Applications Received . . .	Eligibility Rules
Before April 1, 2020	Rules in effect before April 1, 2020
Between April 1, 2020 – March 31, 2021	A Player may apply for NC benefits regardless of whether he is a Vested Inactive Player, regardless of his age, and regardless of his Credited Seasons, except that Players who previously received NC benefits and whose NC benefits ceased because they reached age 55 under earlier versions of the Disability Plan are not eligible for NC Benefits.
On and after April 1, 2021	<p>A Vested Inactive Player may apply for NC benefits regardless of his age (as noted below, benefits are not paid past age 65) and his Credited Seasons, except that a Player who previously received NC benefits and whose NC benefits ceased because he reached age 55 under earlier versions of the Disability Plan is not eligible to apply for further NC benefits.</p> <p>A Player who is not a Vested Inactive Player may apply for NC benefits only if his application for NC benefits is received within 84 months after the end of his last contract with an NFL Club under which he is a “Player” for at least one “Game,” as those terms are defined in the Bert Bell/Pete Rozelle NFL Player Retirement Plan, except that Players who previously received NC benefits and whose NC benefits ceased because they reached age 55 under earlier versions of the Disability Plan are not eligible for NC Benefits.</p>

Eligibility Rules That Apply to All Applications

- The Player must not receive monthly retirement benefits from the Bert Bell/Pete Rozelle NFL Player Retirement Plan (“Pension Plan”) or be a Pension Expansion Player, meaning a Player who was not vested in the Pension Plan prior to the 2020 CBA and who became vested pursuant to the 2020 CBA because he has three Credited Seasons in the Pension Plan.
- The Player must not receive T&P benefits under the Disability Plan or the Pension Plan.
- At least one Plan neutral physician must find that the Player has a mild or moderate neurocognitive impairment as defined in the Plan. If no Plan neutral physician renders such a conclusion, then this threshold requirement is not satisfied, and the Player will not be eligible for and will not receive NC Benefits, regardless of any other fact(s), statement(s), or determination(s), by any other person or entity, contained in the administrative record.
- After reviewing the report(s) of the Plan neutral physician(s), along with all other facts and circumstances in the administrative record, the Disability Initial Claims Committee or the Disability Board, as the case may be, must conclude, in its absolute discretion, that the Player has a mild or moderate neurocognitive impairment as defined in the Disability Plan.
- The Player must execute a release of claims as set forth in the Disability Plan.
- The Player must not have a pending application for T&P benefits or for line-of-duty disability benefits under the Disability Plan or the Pension Plan, except that a Player can apply for NC benefits simultaneously with either or both of those benefits.
- The Player must satisfy the other requirements of the Disability Plan for NC benefits.

3. Duration of Neurocognitive Disability Benefits

Unless the Disability Plan is otherwise amended, and except as provided in the following sentence, NC benefits will be payable until the earliest of: (1) payment of the benefit for 180 months, (2) cessation of the Player’s neurocognitive impairment, (3) the Player’s death, or (4) the date the Player attains age 65.

In the case of a Player who (1) is not a Vested Inactive Player, (2) filed his application for NC benefits from April 1, 2020 through March 31, 2021, and (3) filed his application for NC benefits later than the date that is 84 months after he ceased to be an Active Player, the benefit will not be payable after the earliest of (1) the cessation of the Player’s neurocognitive impairment, (2) the Player’s death, or (3) March 2021.



NFL Player Disability & Neurocognitive Benefit Plan Summary of Material Modifications

This notice summarizes recent clarifications and changes to the NFL Player Disability & Neurocognitive Benefit Plan (“Disability Plan”).

1. Effective for applications filed on and after April 1, 2019, the Disability Plan was amended to clarify that you will not receive points for surgeries, injuries, treatments, and medical procedures that occur after your application deadline for line-of-duty (LOD) disability benefits.
2. As before, electing an early payment benefit under the Bert Bell/Pete Rozelle NFL Player Retirement Plan reduces your future disability benefits under the Disability Plan. Effective April 1, 2019, the Disability Plan clarifies that this reduction occurs regardless of when disability benefits are awarded.
3. Effective for applications filed on and after April 1, 2020, you may qualify for LOD disability benefits if you have an orthopedic impairment that adds up to at least 9 points on the Point System for Orthopedic Impairments. For applications filed before that date, 10 points are required.
4. Effective for applications filed on and after April 1, 2020, you may be awarded LOD disability benefits without a physical exam by a Disability Plan Neutral Physician if –
 - The Disability Board or the Disability Initial Claims Committee, as the case may be, determines that the medical records you submitted establish you have a “substantial disablement,” and
 - You otherwise meet the requirements for LOD disability benefits.

Unless you are awarded LOD disability benefits without a physical exam, the Disability Plan’s normal procedures apply, and you may be asked to attend one or more physical exams with Disability Plan Neutral Physicians.

5. Effective for applications filed on and after April 1, 2020, the following impairments will no longer be considered in connection with an application for LOD disability benefits: neurocognitive, brain-related neurological (excluding nerve damage), and psychiatric impairments.
6. Effective October 1, 2020, there are restrictions on your ability to withdraw pending applications and appeals for disability benefits.

- You may withdraw a pending application for disability benefits only if you submit your request in writing and the Disability Plan receives your request before your application is presented to the Disability Initial Claims Committee.
- You may withdraw an appeal to the Disability Board only if you submit your request in writing and the Disability Plan receives your request before you are evaluated on appeal by a Disability Plan Neutral Physician.

These restrictions could be important if you are subject to the Disability Plan's rules limiting serial applications. In general, if those rules apply, you are not able to apply again for the same type of disability benefits for 12 months after you receive a final denial. You may withdraw an application to avoid the serial application rule altogether, and you may withdraw an appeal to allow you to file a new application sooner than would be the case otherwise.

7. Effective for applications filed on and after October 1, 2020, your application for LOD disability benefits, total and permanent disability benefits, or neurocognitive disability benefits must be supported by at least one medical record (i.e., documents or other records prepared by a physician, institution, or other health care professional relating to your medical condition). If you do not submit any such medical records with your application, your application will be incomplete and you will have 45 days in which to submit medical records. If you fail to do so within 45 days, you will not be eligible for disability benefits and your application will be denied. You may appeal this decision and correct the deficiency by submitting medical records on appeal. If you do not correct the deficiency on appeal, your appeal will be denied.

Logon to nflplayerbenefits.com or call the NFL Player Benefits Office at 800.638.3186 if you have questions about any of these clarifications and changes, or if you would like a copy of the Disability Plan document, Summary Plan Description, or an application for benefits.



NFL PLAYER BENEFITS

DISABILITY PLAN

Summary Plan Description



**NFL Player
Disability & Neurocognitive
Benefit Plan**

WWW.NFLPLAYERBENEFITS.COM

NFL Player Disability & Neurocognitive Benefit Plan

August 2019

Dear NFL Player,

This booklet gives you a quick summary of the NFL Player Disability & Neurocognitive Benefit Plan (“Disability Plan” or “Plan”) which provides three different kinds of disability benefits to eligible former National Football League (“NFL”) Players.

This booklet, written in plain language, is not a substitute for the official Disability Plan document, which provides all the details, rules and exceptions. In the event of a conflict between this booklet and the official Plan document, the official Plan document will be followed. To review the official Disability Plan document, contact the NFL Player Benefits Office at 800.638.3186 or visit nflplayerbenefits.com.

Here you'll learn

The differences among benefits under the Disability Plan

What those differences may mean to you

How to apply for disability benefits and maintain them if they are awarded

The Disability Plan's rules and requirements have changed over the years. This booklet summarizes Disability Plan provisions as of June 2019. For information about Disability Plan rules that may affect benefits that were awarded prior to June 2019, contact the NFL Player Benefits Office.

Please take the time to read this booklet, share it with your family and keep it in your permanent records. Should you have any questions, call the NFL Player Benefits Office at **800.638.3186**.

Sincerely,
The Disability Board



NFLPLAYERBENEFITS.COM

Confirm your Credited Seasons, apply for Disability Plan benefits, and learn how to make the most of the benefits and resources available to you as an NFL Player.

Table of contents

Disability Plan	4
What it is	4
Who participates	4
The Disability Plan at a glance	6
Understanding the Disability Plan benefits	9
Total & Permanent (“T&P”) benefits	9
Line-of-Duty (“LOD”) benefits	22
Neurocognitive (“NC”) benefits	27
Applying for Disability Plan benefits	33
Choose the benefit(s)	34
Complete the application(s)	35
Attend a medical examination	37
Await decision by the Committee	39
What happens next	40
If your application is approved	40
If your application is denied	43
Forms & resources	45
Other information	46
Glossary	55
Appendices	60
Appendix A: Point System for Orthopedic Impairments	60
Appendix B: Neurocognitive Disability Release, Waiver, and Covenant Not to Sue	77
Appendix C: Players awarded T&P benefits from the Pension Plan before January 1, 2015	79

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

Disability Plan

What it is

The Disability Plan provides monthly payments to eligible **Players** who have:

- a total and permanent disability,
- a substantial disablement caused by NFL-football activities, and/or
- a mild or moderate neurocognitive impairment

Who participates

All Players participate in the Disability Plan, but only some will be eligible to receive benefits.



Player

You are a Player if you are or were employed under a contract by an NFL Club to play football in the League.

VISIT [NFLPLAYERBENEFITS.COM](https://nflplayerbenefits.com) TO:

Learn about your Disability Plan | Access information and resources

Who is eligible to receive Disability Plan benefits

Each benefit has its own eligibility rules.

Your eligibility for a benefit will depend on several **medical factors**, such as:



- **What your impairment is**
- **How severe your impairment is**
- **How long your impairment is expected to last**
- **In some cases, whether your impairment was caused by NFL-football activities**

Your eligibility for a benefit will also depend on several **administrative factors**, such as:



- **How long it has been since your NFL career ended**
- **How many Credited Seasons you have earned**
- **Whether you have started receiving pension benefits from the Pension Plan**
- **The date your application is received by the Plan**
- **Your adherence to Plan application procedures**

You will find detailed information about eligibility for each benefit here in this document.



Look out for this icon for information about **medical eligibility** for each benefit.



Look out for this icon for information about **administrative eligibility** for each benefit.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

The Disability Plan – At a glance

Understanding the Disability Plan benefits

There are **three benefits** available under the Disability Plan, each with its own eligibility rules, award amounts, and other considerations:



T&P

Total & Permanent Disability (“T&P”) benefits

For former Players who
are unable to work
due to disability

Learn about T&P on page 9



LoD

Line-of-Duty Disability (“LoD”) benefits

For former Players who have a
substantial disablement due
to NFL-football activities

Learn about LoD on page 22



NC

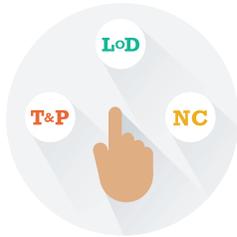
Neurocognitive Disability (“NC”) benefits

For former Players with a **mild**
or **moderate neurocognitive**
impairment

Learn about NC on page 27

THE DISABILITY PLAN – AT A GLANCE

Applying for Disability Plan benefits

**Choose the benefit(s) you want to apply for**

You may apply for more than one benefit, but you can only have one application pending at the same time

Learn more on page 34

**Complete the application(s) and provide supporting documents**

Apply online at nflplayerbenefits.com or by submitting a paper version of the application form(s) to the NFL Player Benefits Office

Learn more on page 35

**Attend a medical examination by one or more neutral physicians**

If requested, you must attend these examinations to be approved for benefits

Learn more on page 37

**Await decision by the Disability Initial Claims Committee ("Committee")**

A decision generally occurs within 45 days of receipt of your completed application

Learn more on page 39

What happens next

**If your application is approved**

You will receive only one disability benefit at a time (if you applied for more than one). You also are required to demonstrate your continued eligibility for the benefit.

Learn more on page 40

**If your application is denied**

You have a right to appeal.

Learn more on page 43

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

THE DISABILITY PLAN – AT A GLANCE

The Disability Plan – Key actions

Not every Player qualifies for benefits under the Disability Plan. The Committee and/or the Disability Board (“Board”) carefully reviews each application, and makes a decision on an individual basis.

Be sure to take the following key actions:

Take the time to fully understand the requirements for the disability benefit(s) you want to apply for. Read this document. NFL Player Benefits Office staff is ready and willing to help if you have any questions.

- **Be sure to apply on time.** Pay close attention to the application deadline for each benefit. Late applications will be denied, and in some cases, award amounts vary based on when the application is received.
- **Support your application.** Your application doesn’t have to be long, but it must identify the conditions and disablements you believe qualify you for the benefit. Supporting medical records are not required, but they can *help* establish your eligibility.
- **Take care when scheduling and attending required examinations.** You may be asked to undergo at least one medical examination by a neutral physician. **You must attend scheduled exams.** Plan rules limit cancellations and rescheduling, so prepare accordingly.
- **Respond quickly to any requests.** The Committee and/or Board may require additional information from you to process your application. Respond to any requests in a timely manner. If you refuse or fail to provide the requested information, you will not be entitled to benefits. NFL Player Benefits Office staff is ready to help with any questions you may have.
- **Be aware of your next step.** If your application is denied for any reason, you may appeal. Even if your application is approved, there may be additional steps you need to take over time. If you have any questions about a decision or your options, contact the NFL Player Benefits Office.

The NFL Player Benefits Office is ready to help

If you have any questions about the Disability Plan, contact the NFL Player Benefits Office.
Call **800.638.3186**

UNDERSTANDING THE DISABILITY PLAN BENEFITS:



T&P

Total & Permanent Disability

The Total & Permanent Disability (“T&P”) benefit pays a monthly benefit to eligible Players who are determined to be totally and permanently disabled.

Who is eligible to receive T&P benefits

You are eligible to receive T&P benefits if you meet the **medical standard** and the **administrative requirements** for the Plan’s T&P benefits:



The medical standard for T&P benefits

The medical standard for T&P benefits is that you must be **totally and permanently disabled**.

What does it mean to be “totally disabled?”

Totally disabled means that you are **unable to work**.

For the purposes of T&P eligibility, you are unable to work if you are substantially prevented from or substantially unable to engage in any occupation or employment for remuneration or profit.

- Your educational level and prior training are not considered when determining whether you are unable to work.
- You may be unable to work even if you manage personal or family investments; are employed by a charitable organization, the NFL, or an NFL Club; are employed out of benevolence; or receive up to \$30,000 in earned income.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

UNDERSTANDING THE DISABILITY PLAN BENEFITS: **TOTAL & PERMANENT DISABILITY**

How does the \$30,000 rule work? If you make less than \$30,000/year (for example, by signing autographs), you can still qualify for T&P benefits if you meet all of the other criteria for the benefit.

What does it mean to be “permanently disabled?”

Permanently disabled means that your disabling impairment has persisted or is expected to persist for **at least 12 months** from the date of its occurrence, excluding any reasonably possible recovery period.

How does the permanent rule work? If you are recovering from a recent surgery, for example, your application may be denied—or you may be asked to reapply later. Until you recover, it may be impossible to determine whether your impairment is “permanent.”

You will meet the medical standard for T&P benefits if **both** of the following occur:

- **At least one Plan neutral physician finds that you are totally and permanently disabled.** This decision is generally made after a Plan neutral physician reviews your medical records and supporting documents and performs a medical exam.
- **The Committee or Board finds that you are totally and permanently disabled.** This decision will be made by reviewing your application, any supporting documents that you provide, neutral physician report(s), and any records in your file.

Special cases:

Military service

You are not considered to be totally and permanently disabled as a result of a disability suffered while in the military service of any country.



Neutral Physician

A physician selected by the Disability Plan and assigned to examine you and report on your condition.

Active Player

For the purposes of applying for T&P benefits, you are an Active Player until the July 31 following or coincident with the expiration or termination of your last contract to perform football-playing services with an NFL Club.

UNDERSTANDING THE DISABILITY PLAN BENEFITS: **TOTAL & PERMANENT DISABILITY****Social Security disability**

- When you apply for T&P benefits, tell the Plan if you have already been awarded Social Security disability benefits. Generally, you will be considered totally and permanently disabled if you are receiving Social Security disability benefits.
- If you have a pending T&P application and receive an award of Social Security disability benefits while that application is pending, you can submit that award to the Plan and generally meet the medical standard that way.
- You will not qualify for T&P benefits if, after reviewing your application, four or more voting members of the Board determine that you are not totally and permanently disabled, despite receiving Social Security disability benefits.



Look out for this icon for more information about Social Security disability and T&P benefits.

**The administrative requirements for T&P benefits**

Unless an exception applies, you must meet **all** of the following administrative requirements to become eligible for T&P benefits. You can learn more about each requirement by following the symbols (e.g., †):

Administrative requirements for T&P benefits

- You are an **Active Player**, or a Vested Inactive Player with at least one Credited Season after 1958
- You are not receiving Pension Plan benefits or, if you are receiving Pension Plan benefits, (1) you started receiving Pension Plan benefits before you reach age 55, (2) you applied for and received Social Security disability benefits before you reached age 55, and (3) you are receiving Social Security disability benefits when you apply for T&P benefits. An award of Social Security disability benefits after you reach age 55 does not satisfy this requirement, even if it is retroactive to a date prior to you reaching age 55.
- You are not receiving T&P benefits from the Pension Plan
- You do not have another pending application for Disability Plan benefits †
- You do not have a prior application for T&P benefits that was denied within the last 12 months ◆
- If requested, you attend examinations with Plan neutral physicians arranged for you, and provide additional information required of you †

† Learn more about this requirement on page 34

◆ Learn more about this requirement on page 44

‡ Learn more about this requirement on page 37

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

Who is a Vested Inactive Player?



You are a Vested Inactive Player if you are not an Active Player and you are vested in the Pension Plan.

The Pension Plan states that you are a Vested Inactive Player, if:

1. You earn five Credited Seasons; or
2. You earn four Credited Seasons, including a Credited Season after the 1973 Plan Year; or
3. You earn three Credited Seasons, including a Credited Season after the 1992 Plan Year; or
4. After the 1975 Plan Year, you are an **Employee** at age 55; or
5. After receiving T&P benefits under the Retirement Plan or Disability Plan, you are determined to no longer qualify for T&P benefits.

There are other special vesting rules in the Pension Plan, but if you become vested based solely on those other special rules you are not eligible to receive T&P benefits under the Disability Plan.

If you have any questions about your eligibility, contact the NFL Player Benefits Office.

How T&P monthly amounts are determined

If you are awarded T&P benefits, your monthly payment amount depends on several factors:

- The category you qualify for
- Your Disability Credits (see page 15)
- Whether other benefits affect your monthly T&P payment amount



Employee

You are an employee if you are employed by an NFL Club as an Active Player, or if you are otherwise employed by an NFL Club or an affiliate of an NFL Club immediately before or after employment as an Active Player. For a full definition, see page 58.

UNDERSTANDING THE DISABILITY PLAN BENEFITS: **TOTAL & PERMANENT DISABILITY****How T&P categories work**

If the Committee or Board approves your application, you will be awarded T&P benefits in one of the following four categories:

CATEGORY	CRITERIA ❖
Active Football	<ul style="list-style-type: none"> Your impairment(s) arises while you are an Active Player, and Your impairment(s) arises out of NFL-football activities, and Your impairment(s) causes you to be totally & permanently disabled, and Your application for T&P benefits is received within 18 months after you cease to be an Active Player
Active Nonfootball	<ul style="list-style-type: none"> Your impairment(s) arises while you are an Active Player, and Your impairment(s) does not arise out of NFL-football activities, and Your impairment(s) causes you to be totally & permanently disabled, and Your application for T&P benefits is received within 18 months after you cease to be an Active Player
Inactive A	<ul style="list-style-type: none"> Your application that results in an award of T&P benefits is received within 15 years of the end of your last Credited Season, but You don't qualify for the Active Football or Active Nonfootball categories
Inactive B	<ul style="list-style-type: none"> You have a successful application for T&P benefits, but You don't qualify for any of the other categories

How are "NFL-football activities" defined?**The disabling impairment must have resulted from one of the following:**

- NFL games (pre-season, post-season and/or regular season)
- Any NFL-football activities required, supervised, or directed by an NFL Club

**Social Security awards and T&P categorization:**

- If you are awarded T&P benefits based on an award of Social Security disability benefits, your category of benefits will be based on the date that the Social Security Administration letter was issued to you notifying you that you are eligible for disability benefits. Do not delay in notifying the Disability Plan about your Social Security disability award because if you wait more than six months to do so, the date you first informed the Disability Plan about the award will determine your category of benefits.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

UNDERSTANDING THE DISABILITY PLAN BENEFITS: **TOTAL & PERMANENT DISABILITY**

- The Social Security Administration’s findings regarding the timing and causation of your total and permanent disability will not be binding and will be given less weight than contemporaneous medical evidence. The Committee and Board will make their own determinations about the timing and cause of your impairments, and the proper category for your T&P benefits, based on your application, Plan neutral physician reports, and other records available to them.

Substance abuse and T&P categorization

Generally, if your impairment was caused by the use of, addiction to, or dependence upon a **controlled substance**, alcohol, or **illegal drugs**, you can only qualify for benefits under the “Inactive B” category.

A different category could be assigned if:

- The abuse arose from the continuous use of a controlled substance prescribed while you were an Active Player for the treatment of injuries or illnesses arising out of NFL-football activities,
- Your application for T&P benefits is received no later than eight years after the end of your last Credited Season, and
- You otherwise meet the criteria for a different category.

See the Disability Plan document or contact the NFL Player Benefits Office if you have questions about rules related to substance abuse.

Psychological disorders and T&P categorization

Generally, if your impairment is the result of psychological or psychiatric disorders and your application is approved, you will only qualify for benefits under the “Active Nonfootball,” “Inactive A,” or “Inactive B” categories.

The “Active Football” category may be assigned if you otherwise meet the criteria for that category and one or more of the following are found to be true:

- The disabling disorder is caused by or relates to a **head injury** (or injuries) sustained in NFL-football activities,
- The disabling disorder is caused by or relates to the **use of a substance prescribed for you** by a licensed physician for an injury (or injuries) or illness arising out of NFL football activities, or
- The disabling disorder is caused by an injury (or injuries) or illness that otherwise qualified you for the “Active Football” category.



Controlled Substance

This is defined by federal law, and includes some drugs that may have been lawfully prescribed by your doctor.

Illegal Drugs

This includes all drugs and substances taken in violation of federal, state or local law or NFL policy.

UNDERSTANDING THE DISABILITY PLAN BENEFITS: **TOTAL & PERMANENT DISABILITY**

See the Disability Plan document or contact the NFL Player Benefits Office if you have questions about rules related to psychological and psychiatric disorders.

How T&P categories affect award amounts

Generally, if you are awarded T&P benefits, your monthly payment amount is the greater of:

- Your **Disability Credits** and
- The minimum benefit for your category

Here are the minimum monthly T&P payment amounts for each category.

CATEGORY	MINIMUM MONTHLY PAYMENT	
	1/1/2016 – 3/31/2021	EFFECTIVE 4/1/2021 ❖
Active Football	\$22,084	\$4,000
Active Nonfootball	\$13,750	\$4,000
Inactive A	\$11,250	\$4,000
Inactive B	\$ 5,000	\$3,334

❖ Unless the Plan is amended to provide otherwise, these are the minimum monthly payment amounts as of April 1, 2021.

◆ See page 16 for information about Neurocognitive Supplement and Inactive B T&P payments.

For information about T&P awards based on applications received before January 1, 2015, refer to Appendix C (page 79).



Disability Credits

Your Disability Credits are equal to the sum of your Benefit Credits and Legacy Credits (if you have Legacy Credits) under the Pension Plan. Disability Credits do not include Special Credits. To learn more about Benefit Credits, Legacy Credits, and Special Credits, or to find out what Credits you have earned under the Pension Plan, visit nflplayerbenefits.com or contact the NFL Player Benefits Office.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

How the Neurocognitive Supplement increases some T&P payments

You will be eligible to receive an additional \$1,667 per month for a limited amount of time if:

- 1. You qualify for NC benefits** under the moderate category within 15 years of the end of your last Credited Season, and then
- 2. You qualify for Inactive B T&P benefits.**

If these conditions are met, you will receive the additional monthly payment from the month you are awarded Inactive B T&P benefits until the earliest of the following dates:

- The month your T&P benefits cease,
- The month after you turn 55, or
- March 31, 2021 (unless the Plan is amended to provide otherwise).

To learn more about NC benefits, go to page 27.

How other benefits affect your monthly T&P payment amount

T&P benefits will be **reduced** by any disability benefits provided by an employer other than the NFL or an NFL Club, but will not be reduced by workers' compensation or Social Security disability benefits.

If you are receiving disability benefits from a source other than workers' compensation or Social Security, tell the Disability Plan.

T&P benefit payment amounts are linked to pension benefits from the Pension Plan. Generally speaking, the following rules apply.

- If you were paid an **Early Payment Benefit (EPB)** under the Pension Plan prior to being awarded T&P benefits, your monthly T&P benefits will be reduced.
- If you were awarded T&P benefits before age 55...
 - a.** If your 55th birthday is on or after August 1, 2011, your T&P benefits will be reduced when you reach age 55. The amount of the reduction will be equal to the monthly pension payment you could elect to receive at age 55 if paid in a Life Only Pension form. This reduction applies even if you defer the receipt of your pension payments past age 55.

UNDERSTANDING THE DISABILITY PLAN BENEFITS: **TOTAL & PERMANENT DISABILITY**

- b. If your 55th birthday was before August 1, 2011, your T&P benefits will be reduced when you commence your Benefit Credit Pension and when you commence your Legacy Credit Pension. Your T&P benefits may be similarly reduced if you are awarded these benefits after you reach 55. Your monthly disability benefit may be reduced by more than your actual monthly pension payment if you elect your pension in a form other than a Life Only Pension or, in some cases, if you delay the commencement of your pension payments until after age 55.
- If you were awarded T&P benefits after age 55, but before you elected to receive pension payments...
 - a. If your 55th birthday is on or after August 1, 2011, your T&P benefits will be immediately reduced by the monthly pension payment you are eligible to receive, assuming that you elected to receive your entire benefit in a Life Only Pension form beginning on the date your T&P benefits begin.
 - b. If your 55th birthday was before August 1, 2011, your T&P benefits will be reduced when you actually elect to receive pension payments. The amount of the reduction will depend on your age at the time of your election but will not depend on the form of pension payments you elect.
- If you were already receiving monthly pension payments when you are awarded T&P benefits, your T&P benefits will be similarly reduced.

Contact the NFL Player Benefits Office for more information about your situation and how these rules could impact your T&P benefit payments.

Things to consider if you are approved for T&P benefits

Effective date

In general, if your T&P application is approved, your effective date is the first day of the month that is two months prior to the date your completed application was received by the NFL Player Benefits Office. Your first payment will be retroactive to that effective date.

For example,

if you apply for T&P benefits in **September 2019**, and your application is approved, your effective date will be **July 1, 2019**. Your first payment will cover all months between the effective date and the first payment date.



Early Payment Benefit (EPB)

Equal to 25% of your Benefit Credit Pension (excluding Special Credits) at the time the EPB is paid. Not all Players are eligible to receive an EPB. See the Pension Plan Summary Plan Description to learn more about EPBs.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

UNDERSTANDING THE DISABILITY PLAN BENEFITS: **TOTAL & PERMANENT DISABILITY**
Effective date if you submit an award of Social Security disability benefits while you have a pending application

If you submit an award of Social Security disability benefits to the Plan while you have a pending application for T&P benefits, and the Committee or Board approves your application for T&P benefits on that basis, your effective date is the first day of the month that is two months prior to the date of your Social Security award. ❖ The onset date of Social Security disability benefits and the date that such benefits become payable are irrelevant.

For example,

if you apply for T&P benefits in **September 2019**, and while your application is pending you are approved for Social Security disability benefits in **December 2019**, your effective date will be **October 1, 2019**. Your first payment will cover all months between the effective date and the first payment date.

❖ **Exception:** If you do not submit your notice of award of Social Security disability benefits to the Plan within six months from the date of the notice, your effective date will be the first day of the month that is two months prior to the date that you submitted your award to the Plan.

Duration of payments

In general, if your application is approved, your T&P benefits will be paid monthly **for life or until you cease being totally and permanently disabled**, subject to the Plan's continuation requirements, described below. The duration (and amount) of T&P benefits may also be impacted by the termination of the current CBA, Plan amendment, or Plan termination. See page 47 for more information.



Benefits under this Disability Plan are not vested.

Requirements for continuation of T&P benefits

T&P payments will stop if you cease to be **totally and permanently disabled**. In general, this means you must continue to satisfy the administrative standards and continue to:

- satisfy the medical standards if you were initially awarded T&P benefits by satisfying those standards; or
- receive Social Security disability benefits if you were awarded T&P benefits based on receipt of such benefits.

UNDERSTANDING THE DISABILITY PLAN BENEFITS: **TOTAL & PERMANENT DISABILITY**

To help the Disability Plan determine whether you continue to be totally and permanently disabled based on the medical standards, you must comply with the following rules:

- **Submit an executed IRS Form 4506 by November 1 of each year, allowing the Disability Plan to obtain a copy of your annual tax return directly from the IRS.** If you have not filed your annual tax return by that date, you must instead (1) submit a signed statement that you do not intend to file a tax return, and state your total income from all sources for that year, or (2) submit an accounting of your total income from all sources for that year. You are exempt from these requirements if you are age 65 or older by the November 1 deadline.
- **Attend a medical examination with a Plan neutral physician if asked to do so.** Every five years, the Plan may refer you for examination with Plan neutral physicians. Such examinations may occur more frequently, at the request of three or more voting members of the Board, but not more often than every six months. Failure to attend these medical evaluations upon request could result in a suspension or termination of your T&P benefits. These medical examinations are subject to the rules at page 37.

Your T&P benefits may be suspended if you fail to submit to a required physical examination or to submit an IRS Form 4506 (Request for Copy of Tax Return) and, if necessary, a signed statement or accounting. You should review the Disability Plan document for specific rules and exceptions.



If you receive Social Security disability benefits or Supplemental Security Income program benefits each year and submit proof of receipt of such benefits, the income disclosure and medical examination requirements may not apply.

- a. You must report any revocation of Social Security Disability benefits or Supplemental Security Income program benefits to the Disability Plan as soon as those benefits are revoked.
- b. If you fail to do so, your T&P benefits may be terminated retroactive to the date of revocation and you may be liable for any overpayment.
- c. If the cause of revocation is your receipt of T&P benefits under the Disability Plan, your T&P benefits may continue if you meet the above rules relating to annual income disclosure and periodic physical examinations.
- d. If four or more members of the Board determine, in their discretion, that you are not totally and permanently disabled, despite receiving Social Security disability benefits, your T&P benefits will be terminated.

Whether you are subject to the medical standards or the Social Security standard, inform the Plan immediately if you begin working.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

UNDERSTANDING THE DISABILITY PLAN BENEFITS: **TOTAL & PERMANENT DISABILITY**

If you fail to inform the Plan when you begin working, your T&P benefits may be terminated retroactive to the date that you began work and you may be liable for any overpayment.

If your T&P benefits are suspended, the suspension will continue until such failure is resolved to the satisfaction of the Board. If such failure is not resolved to the satisfaction of the Board within one year after you are notified of the consequences of your failure, your T&P benefits will be terminated. In that event, you must submit a new application to be eligible to receive any further T&P benefits. If you submit such an application within the one year following termination, your T&P benefits may be reinstated and the category under which your benefit is classified will be the same as before. If you submit an application after that one-year period, your application will be subject to the Plan's effective date and classification rules for new applications.

The Committee meets regularly to review eligibility for continuation of T&P benefits. If the Committee cannot come to a decision on your continued eligibility, that "deadlock" will be treated as a deemed denial of your continued eligibility to receive benefits. If you disagree with the Committee's decision, you may appeal the decision to the Board.

See page 43 and page 49 for more information about what happens in case of a denial or deemed denial of continued eligibility to receive benefits.

Reclassification

As of April 1, 2018, requests for reclassification are **no longer permitted**. There is ONE exception to this rule.

If you are awarded Active Nonfootball T&P benefits, you may seek reclassification into the Active Football category if:

- Your reclassification request is submitted within 18 months of the date you cease to be an Active Player, and
- You can show, by clear and convincing evidence, that you meet the criteria of the Active Football category due to either:
 1. a new impairment that did not exist during your original application for T&P benefits or
 2. an impairment that did exist, but has become totally and permanently disabling following your original award of Active Nonfootball T&P benefits.

UNDERSTANDING THE DISABILITY PLAN BENEFITS: **TOTAL & PERMANENT DISABILITY**

If reclassification is granted, the award will be retroactive to two months prior to the date the written request for reclassification was received by the Disability Plan.

If you are receiving T&P benefits under the Active Nonfootball category, and you think you may be eligible for reclassification, contact the NFL Player Benefits Office.



Interested in applying for Total & Permanent Disability benefits?

Go to page 33 to learn more about the application process.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

UNDERSTANDING THE DISABILITY PLAN BENEFITS:



Line-of-Duty Disability

The Line-of-Duty Disability (“LOD”) benefit pays a monthly benefit to eligible Players who are determined to have sustained a **substantial disablement** as a result of **NFL-football activities**.

Who is eligible to receive LOD benefits

You are eligible to receive LOD benefits if you meet the **medical standard** and the **administrative requirements** for the Plan’s LOD benefits:



The medical standard for LOD benefits

The medical standard for LOD benefits is that you must have incurred a **substantial, permanent** disablement that arose out of **NFL-football activities**.

What is a “substantial disablement”?

For your impairment to be considered a **substantial disablement**, it must meet one of the following criteria:

- You have orthopedic impairments that add up to at least 10 points on the Point System for Orthopedic Impairments (“Point System”)
 - » Each impairment in the Point System ranks on a scale of 1 to 10 with 10 being the most severe. The complete Point System is included in this document (Appendix A, page 60).
- Your impairment results in a 50% or greater loss of speech or sight
- Your impairment results in a 55% or greater loss of hearing
- Your impairment is the primary or contributory cause of the surgical removal or major functional impairment of a vital bodily organ or part of the central nervous system

UNDERSTANDING THE DISABILITY PLAN BENEFITS: **LINE-OF-DUTY DISABILITY****What is a “permanent” disablement?**

A disablement is **permanent** if it has persisted or is expected to persist for at least 12 months from the date of its occurrence, excluding any reasonably possible recovery period.

How does the permanent rule work? If you are recovering from a recent surgery, for example, your application may be denied—or you may be asked to reapply later. Until you recover, it may be impossible to determine whether your impairment is “permanent.”

How are “NFL-football activities” defined?

The disabling impairment must have resulted from one of the following:

- NFL games (pre-season, post-season and/or regular season)
- Any NFL-football activities required, supervised, or directed by an NFL Club

You will meet the medical standard for LOD benefits if both of the following occur:

- **At least one Plan neutral physician finds that you have a substantial, permanent disablement that arose out of NFL-football activities.** This decision is generally made after a Plan **neutral physician** reviews your medical records and supporting documents and performs a medical exam.

**Neutral Physician**

A physician selected by the Disability Plan and assigned to review your case from the medical perspective.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

UNDERSTANDING THE DISABILITY PLAN BENEFITS: **LINE-OF-DUTY DISABILITY**

- The Committee or Board finds that you have a substantial, permanent disablement that arose out of NFL-football activities. This decision will be made by reviewing your application, any supporting documents that you provide, neutral physician report(s), and any records in your file.



The administrative requirements for LOD benefits

Unless an exception applies, you must meet **all** of the following administrative requirements to be eligible for LOD benefits. You can learn more about each requirement by following the symbols (e.g., †):

Administrative requirements for LOD benefits

- You are a former Player
- You are not receiving Pension Plan benefits
- You are not receiving LOD benefits from the Pension Plan
- You apply on time †
- You do not have another pending application for Disability Plan benefits ◆
- You do not have a prior application for LOD benefits that was denied within the last 12-months ✧
- You attend examinations with Plan neutral physicians arranged for you, and provide additional information requested of you. ◇

† See below

◆ Learn more about this requirement on page 34

✧ Learn more about this requirement on page 44

◇ Learn more about this requirement on page 37



What are the deadlines for applying for LOD benefits?

Your deadline for applying for LOD benefits depends on your Credited Seasons.

- If you have **four or fewer** Credited Seasons, your application must be received within 48 months of the date you are no longer an Active Player.
- If you have **five or more** Credited Seasons, your deadline is the number of years after you are an Active Player that is equal to your number of Credited Seasons.

For example, if you have six Credited Seasons, you have up to six years to apply after you are no longer an Active Player.

UNDERSTANDING THE DISABILITY PLAN BENEFITS: **LINE-OF-DUTY DISABILITY**

How LOD award amounts are determined

If you are awarded LOD benefits, your monthly payment is equal to the greater of:

- The sum of your **Disability Credits** for your Credited Seasons, or
- \$4,000 (this amount will be increased to \$4,500 on January 1, 2021).

Unless the Plan is amended to provide otherwise, effective April 1, 2021, monthly LOD payments for all Players will be reduced to the greater of:

- The sum of your **Benefit Credits** for your Credited Seasons, or
- \$1,000.

If you were eligible for and elected to receive an **Early Payment Benefit (EPB)** under the Pension Plan, and were then awarded LOD benefits, your monthly LOD benefits will be reduced. Contact the NFL Player Benefits Office to find out what your monthly benefit would be in this case.

Things to consider if you are approved for LOD benefits

Effective date

If your LOD application is approved, your effective date is the first day of the month that is two months prior to the date your completed application was received by the NFL Player Benefits Office. Your first payment will be retroactive to that effective date.

For example,

if you apply for LOD benefits in **September 2019**, and your application is approved, your effective date will be **July 1, 2019**. Your first payment will cover all months between the effective date and the first payment date



Disability Credits

Your Disability Credits are equal to the sum of your **Benefit Credits** and Legacy Credits (if you have Legacy Credits). Disability Credits do not include Special Credits. To learn more about Benefit Credits, Legacy Credits, and Special Credits, or to find out what Credits you have earned, visit nflplayerbenefits.com or contact the NFL Player Benefits Office.

Benefit Credits

Your Benefit Credits are the sum of the Benefit Credits you earned for each of your Credited Seasons under the Pension Plan. Benefit Credits do not include Legacy Credits or Special Credits. See page 55 in the glossary for more information.

Early Payment Benefit (EPB)

Equal to 25% of your Benefit Credit Pension (excluding Special Credits) at the time the EPB is paid. Not all Players are eligible to receive an EPB. See the Pension Plan Summary Plan Description to learn more about EPBs.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

UNDERSTANDING THE DISABILITY PLAN BENEFITS: **LINE-OF-DUTY DISABILITY**

Duration of payments

If your application is approved, your LOD benefits will be paid monthly as long as your disability qualifies as a “substantial disablement,” subject to the Plan’s continuation requirements, described below, but for **no longer than 90 months**. The duration (and amount) of LOD benefits may also be impacted by the termination of the current CBA, Plan amendment, or Plan termination. See page 47 for more information. Your payments will also cease if you apply for and receive retirement benefits under the Pension Plan.



Benefits under this Disability Plan are not vested.

Continuation of LOD benefits

You may be asked to attend occasional medical evaluations, but not more frequently than once every six months, to confirm continued eligibility. Failure to attend these medical evaluations upon request could result in a denial of your continued eligibility to receive LOD benefits. These medical examinations are subject to the rules at page 37.

The Committee considers eligibility for continuation of LOD benefits. If the Committee cannot come to a decision on your continued eligibility, that “deadlock” will be treated as a deemed denial of your continued eligibility to receive benefits. If you disagree with the Committee’s decision, you may appeal the decision to the Board.

See page 43 and page 49 for more information about what happens in case of a denial or deemed denial of continued eligibility to receive benefits.



Interested in applying for Line-of-Duty Disability benefits?

Go to page 33 to learn more about the application process.

NC

UNDERSTANDING THE DISABILITY PLAN BENEFITS:

Neurocognitive Disability

The Neurocognitive Disability (“NC”) benefit pays a monthly benefit to eligible Players who are determined to have a mild or moderate neurocognitive impairment.

Who is eligible to receive NC benefits

You are eligible to receive NC benefits if you meet the **medical standard** and the **administrative requirements** for the Plan’s NC benefits:



The medical standard for NC benefits

The medical standard for NC benefits is that you must have a **mild or moderate neurocognitive impairment**.

What is a “mild” or “moderate” neurocognitive impairment?

The Plan uses very specific definitions for “mild” and “moderate” neurocognitive impairment and relies on neurologists and neuropsychologists to apply them in the cases of specific Players. Neuropsychologists measure a person’s cognitive abilities—such the ability to think and respond to stimuli—using a battery of tests designed for that purpose.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

UNDERSTANDING THE DISABILITY PLAN BENEFITS: **NEUROCOGNITIVE DISABILITY**

Mild neurocognitive impairment: The Plan defines a mild neurocognitive impairment as a mild objective impairment in one or more domains of neurocognitive functioning which reflect acquired brain dysfunction, but not severe enough to interfere with your ability to independently perform complex activities of daily living or to engage in any occupation for remuneration or profit.

Moderate neurocognitive impairment: The Plan defines a moderate neurocognitive impairment as a mild-moderate objective impairment in two or more domains of neurocognitive functioning which reflect acquired brain dysfunction and which may require use of compensatory strategies and/or accommodations in order to independently perform complex activities of daily living or to engage in any occupation for remuneration or profit.

You will meet the medical standard for NC benefits if **both of the following occur:**

- **At least one Plan neutral physician finds that you have a mild or moderate neurocognitive impairment.** This decision is generally made after a Plan neutral physician reviews your medical records and supporting documents and performs a medical exam. These medical examinations are subject to the rules at page 37. You will also be referred for neuropsychological testing (see below).
- **The Committee or Board finds that you have a mild or moderate neurocognitive impairment.** This decision will be made by reviewing your application, any supporting documents that you provide, neutral physician report(s), and any records in your file.

Neuropsychological testing for NC benefits

If you are referred for examination by a Plan neutral neuropsychologist, you will undergo neuropsychological testing, including two validity tests to determine whether your overall test results are reliable and valid.

- If you fail both validity tests, you will not be eligible for the NC benefit.
- If you fail one validity test, you will be eligible for the NC benefit if the neuropsychologist provides a satisfactory explanation to the Committee or the Board for why you should receive the NC benefit despite the failed validity test.

Substance abuse, psychiatric conditions, and NC eligibility

You will not be eligible for NC benefits if your neurocognitive impairment was caused by substance abuse or a psychiatric condition. If you have a substance abuse or psychiatric condition, you may be

UNDERSTANDING THE DISABILITY PLAN BENEFITS: **NEUROCOGNITIVE DISABILITY**

eligible for neurocognitive benefits only if your neurocognitive impairment is not caused by your substance abuse or a psychiatric condition.

The administrative requirements for NC benefits



Unless an exception applies, you must meet **all** of the following administrative requirements to be eligible for NC benefits. You can learn more about each requirement by following the symbols (e.g., †):

Administrative requirements for NC benefits

- You are a former Player
- You are vested in the Pension Plan based on Credited Seasons, with at least one of those Credited Seasons after 1994
- You are under age 55
- You apply on time †
- You are not receiving retirement benefits from the Pension Plan
- You are not receiving Total & Permanent Disability (T&P) benefits
- You sign the Release, Waiver, and Covenant Not to Sue ◆
- You attend examinations with Plan neutral physicians arranged for you, and provide any additional information required of you. ☒
- You do not have another pending application for Disability Plan benefits ✧
- You do not have a prior application for NC benefits that was denied within the last 12 months. ◇

† See below

◆ Learn more about this requirement on page 30

☒ Learn more about this requirement on page 37

✧ Learn more about this requirement on page 34

◇ Learn more about this requirement on page 44



What are the deadlines for applying for NC benefits?

All applications for NC benefits must be received in complete form by March 31, 2021, unless this deadline is extended through collective bargaining. All monthly NC benefits cease in March 2021 unless the Disability Plan is amended by the NFLPA and the NFLMC to extend these benefits.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

UNDERSTANDING THE DISABILITY PLAN BENEFITS: **NEUROCOGNITIVE DISABILITY**

The “Release, Waiver, and Covenant Not to Sue”

To be eligible for NC benefits, you must sign a release, waiver, and covenant not to sue confirming that you will not sue the League, any NFL Club, their employees, or affiliates in an action alleging head and/or brain injury. This release, waiver, and covenant not to sue is voided if your application is permanently denied or if you never receive NC benefits due to receipt of T&P or LOD benefits under this Plan or the Pension Plan.

This release, waiver, and covenant not to sue does not extend to insurance or other benefits available under (1) any Collective Bargaining Agreement between the NFL Management Council and the NFLPA, (2) the Final Class Action Settlement in *In re: National Football League Players’ Concussion Injury Litigation*, Civ. Action No. 2:12-md-02323-AB, MDL No. 2323, or (3) the workers’ compensation laws. You can find the full text of the release, waiver, and covenant not to sue in Appendix B of this document (page 77).

How NC award amounts are determined

If you are awarded NC benefits, your monthly payment depends on several factors:

- Whether you were found to have a mild or moderate neurocognitive impairment
- Your **Disability Credits**

If you are awarded NC benefits due to a mild neurocognitive impairment

Your monthly payment will be the greater of:

- 50% of your Disability Credits, or
- The mild NC minimum (currently \$3,000)

If you are awarded NC benefits due to a moderate neurocognitive impairment

Your monthly payment will be the greater of:

- Your Disability Credits, or
- The moderate NC minimum (currently \$5,000)

If you were eligible for and elected to receive an **Early Payment Benefit (EPB)** under the Pension Plan, and were then awarded NC benefits, your monthly NC benefits will be reduced. Contact the NFL Player Benefits Office to find out what your monthly benefit would be in this case.



Disability Credits

Your Disability Credits are equal to the sum of your Benefit Credits and Legacy Credits (if you have Legacy Credits). Disability Credits do not include Special Credits. To learn more about Benefit Credits, Legacy Credits, and Special Credits, or to find out what Credits you have earned, visit nflplayerbenefits.com or contact the NFL Player Benefits Office.

Early Payment Benefit (EPB)

Equal to 25% of your Benefit Credit Pension (excluding Special Credits) at the time the EPB is paid. Not all Players are eligible to receive an EPB. See the Pension Plan Summary Plan Description to learn more about EPBs.

UNDERSTANDING THE DISABILITY PLAN BENEFITS: **NEUROCOGNITIVE DISABILITY**

Things to consider if you are approved for NC benefits

Effective date

If your NC application is approved, your effective date is the first day of the month that is two months prior to the date your completed application was received by the NFL Player Benefits Office. Your first payment will be retroactive to that effective date.

For example,

if you apply for NC benefits in **September 2019**, and your application is approved, your effective date will be **July 1, 2019**. Your first payment will cover all months between the effective date and the first payment date.

Duration of payments

In general, if your application is approved, your NC benefits will be paid monthly for **up to 180 months**, subject to the Plan's continuation requirements, described below. However, NC awards end before 180 months:

- When you no longer have a mild or moderate neurocognitive impairment,
- When you turn 55,
- When you receive your first Pension Plan payment,
- When you die, or
- After March 2021 (unless the Plan is amended to provide otherwise)

The duration (and amount) of NC benefits may also be impacted by the termination of the current CBA, Plan amendment, or Plan termination. See page 47 for more information.



Benefits under this Disability Plan are not vested.

Continuation of NC benefits

You may be asked to attend occasional medical evaluations to confirm continued eligibility, but not more often than once every two years. Failure to attend these medical evaluations upon request could result in a denial of your continued eligibility to receive NC benefits. These medical examinations are subject to the rules at page 37.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

UNDERSTANDING THE DISABILITY PLAN BENEFITS: **NEUROCOGNITIVE DISABILITY**

The Committee considers eligibility for continuation of NC benefits. If the Committee determines that you are no longer eligible for NC benefits, or deadlocks on whether you are still eligible for NC benefits, your continued eligibility for NC benefits will be denied. You can appeal the Committee's determination to the Board. See page 43 and page 49 for more information about what happens in case of a denial or deemed denial of continued eligibility to receive benefits.

Reclassification

You may request reclassification of your NC benefit from the "mild impairment" to "moderate impairment" category, but not more often than once every three years. However, if you sustain a new injury or illness that causes neurocognitive impairment, you may request reclassification at any time.



88 Plan eligibility

Players awarded NC benefits also may be eligible for up to \$10,000 per year in reimbursements under the 88 Plan. The 88 Plan helps eligible former Players pay for expenses related to the treatment of **Dementia, Amyotrophic Lateral Sclerosis (ALS), or Parkinson's Disease.**

You can learn more about the 88 Plan in its Summary Plan Description. The 88 Plan Summary Plan Description is available at nflplayerbenefits.com or by request from the NFL Player Benefits Office.



Interested in applying for Neurocognitive Disability benefits?

Go to page 33 to learn more about the application process.



Dementia, Amyotrophic Lateral Sclerosis (ALS), and Parkinson's Disease

The 88 Plan has its own definitions for these terms. Refer to the glossary (starting on page 55) for more about the 88 Plan's definitions of these terms.

Applying for Disability Plan Benefits



Look out for this icon for tips and information around applying for disability benefits and managing the award process.

Each Disability Plan application has been designed to be simple enough that you can complete it on your own. If you have any questions or need help with your application, contact the NFL Player Benefits Office.



If you wish, NFL Player Benefits Office staff can fill out your application based on your direction and will send it to you for your review and signature.

You have the right to retain an attorney or advisor should you wish to do so for any reason. If you decide you want to retain someone to help you, the NFL Player Benefits Office can provide you with the forms you need to appoint an attorney or advisor as an authorized representative.



Be aware that many attorneys demand a significant portion of your Disability Plan benefits just to file an initial application.

Whether you apply on your own or have assistance, the following pages describe the steps of the application process.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

APPLYING FOR DISABILITY PLAN BENEFITS: CHOOSE THE BENEFIT(S)**CHOOSE THE BENEFIT(S)
YOU WANT TO APPLY FOR**

You may apply for T&P benefits, LOD benefits, or NC benefits, or for a combination of these benefits. If you apply for multiple benefits, and are determined to be eligible for more than one, you will only receive the one with the highest monthly payment amount. You can learn more about this on page 40.



You may apply for any combination of benefits in a single application, but you can only have one application considered at a time.

Once your complete application for one or more benefits has been received by the NFL Player Benefits Office it will be considered “pending.” You may not submit any additional applications while you have a pending application in process unless:

- You withdraw the pending application
- All benefit claims on your pending application are denied and the time for appeal for each benefit claim has expired; or
- Your appeal for any and all pending claims is denied and is not subject to further administrative review.

You can learn more about administrative review and what to do in case of denial on page 43 and page 49.

APPLYING FOR DISABILITY PLAN BENEFITS: COMPLETE THE APPLICATION(S)



COMPLETE THE APPLICATION(S) AND PROVIDE SUPPORTING DOCUMENTS

You can apply for Disability Plan benefits either online at nflplayerbenefits.com or by submitting a paper version of the application form(s) to the NFL Player Benefits Office. Applications can be downloaded from nflplayerbenefits.com and printed. If you would prefer, the NFL Player Benefits Office can send you hard copies of the application form(s) by mail.

When completing your application(s), be sure to include information about any and all impairments you have that you think support your claim for that particular Disability Plan benefit. The Committee or Board will only consider impairments that you include on your initial application unless a neutral physician who evaluates you recommends otherwise (see below).

i Be sure to include ALL impairments you want considered on your initial application for benefits.

Supporting documents

It is not required, but strongly recommended that you provide medical records and other documents to support your case. All medical records and other documents you wish to have considered as part of your application must be received by the NFL Player Benefits Office for your application to be considered complete.

i **Do not include actual films (e.g., x-rays, MRIs) with the supporting documents you send to the NFL Player Benefits Office.** If you want any of these to be considered, you can bring them with you to your examination with the neutral physician (See page 37).

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

APPLYING FOR DISABILITY PLAN BENEFITS: COMPLETE THE APPLICATION(S)

Here are some examples of the kinds of documents that could be useful in supporting each type of benefit application:

**Total & Permanent Disability**

- NFL Club records or third-party medical records (including records from treating physicians) that document injuries, impairments, treatments, and if applicable, why your impairment or injuries are related to NFL-football activities
- Operative reports
- Reports from medical imaging
- Documents that support exceptions for substance abuse or psychiatric problems (if applicable)
- SSA disability award and supporting documents (if applicable)

**Line-of-Duty Disability**

- Operative reports
- NFL Club records that document injuries, impairments, treatments, and if applicable, why your impairment or injuries are related to NFL-football activities. Third-party medical records that report surgical procedures will be useful if corroborating evidence is available to confirm the procedure and its relationship to NFL-football activities.
- Reports from medical imaging

**Neurocognitive Disability**

- Treatment records relating to any psychiatric/psychological conditions you may have
- Transcripts from colleges or graduate schools attended
- Reports from baseline neuropsychological tests

APPLYING FOR DISABILITY PLAN BENEFITS: ATTEND EXAMINATION(S)



ATTEND A MEDICAL EXAMINATION BY ONE OR MORE PLAN NEUTRAL PHYSICIANS, IF REQUESTED

If requested, **you must attend a medical examination by one or more Plan neutral physicians.**

At least one neutral physician must find that you satisfy the medical standard for the benefit you applied for. ❖ The examination will be paid for by the Disability Plan. If you have to travel to attend this examination, your reasonable travel expenses will be covered by the Disability Plan.

T&P

❖ **Exception:** This generally does not apply if you were awarded T&P benefits based on receipt of Social Security disability benefits. But you may be referred to one or more Plan neutral physicians in the discretion of the Board or Committee even if you are receiving Social Security disability benefits.

LoD

If you are applying for LOD benefits, you will receive a “whole body” orthopedic examination by a Plan neutral physician unless you request otherwise.

After confirmation of a complete application, the NFL Player Benefits Office may contact you with an appointment date for your medical examination with a neutral physician. By submitting your application, you are certifying that you will be able to attend such examination within 30 days from the date the NFL Player Benefits Office receives your application.

i

You must attend scheduled exams. Pay close attention to these rules around scheduling and attending exams, and prepare accordingly.

If you need to reschedule, change, or cancel this appointment, you must contact the NFL Player Benefits Office at least two business days in advance of your appointment. **If you do not do so, you may become ineligible for the benefit.**

For example,

if your neutral exam is set for Thursday May 16, and you can't attend it that day, you must inform the NFL Player Benefits Office by 5 p.m. eastern time on Monday May 13. If Monday May 13 is a holiday, then your deadline to notify the NFL Player Benefits Office is 5 p.m. eastern time on Friday May 10.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

APPLYING FOR DISABILITY PLAN BENEFITS: ATTEND EXAMINATION(S)

You can only reschedule, change, or cancel your appointment with each neutral physician once.

You cannot reschedule your exam if you have already rescheduled your exam, even if you provide advance notice.

Generally, your application for benefits will be denied if you refuse or fail to attend your scheduled (or rescheduled) appointment. The only exception to this rule is if you fail to attend your examination and the Committee or Board concludes that you did not attend due to circumstances beyond your control.

 Your attorney, representative, family members, and other third parties generally are not permitted to attend Plan neutral exams with you or contact Plan neutral physicians. In addition, Plan neutral exams cannot be recorded in any way.

Neutral physicians provide important reports that help the Committee and Board with their decisions about benefit eligibility. Neutral physicians have been instructed to treat each Player fairly, without bias for or against his application. The Disability Plan also has a full-time Medical Director, who is a physician, who provides advice about the Plan's neutral physicians and medical examination procedures.

If you would like a neutral physician to review any of your medical records, they must be submitted to the NFL Player Benefits Office **at least 10 days before your scheduled examination.**

 Don't submit any films (e.g., x-rays, MRIs) to the NFL Player Benefits Office. Carry these with you to your appointment.

You must identify all impairments that you wish to be considered on your application for Disability Plan benefits. Additional impairments that you identify later will not be considered. The only exception is where a neutral physician recommends that additional impairments be considered, and the Committee or Board concludes, in its discretion, that they should be considered.

APPLYING FOR DISABILITY PLAN BENEFITS: **AWAIT DECISION**



AWAIT DECISION BY THE COMMITTEE

After your medical examination is complete, the Committee will consider your evaluation report along with the rest of your application. The Committee will consider all of the elements of your application for benefits at the earliest possible meeting. At that time, they will make a decision to approve or deny benefits, or to seek further information. Most Players receive a decision within 45 days of confirmation of their completed application, but sometimes it takes a little bit longer.

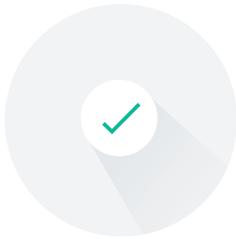
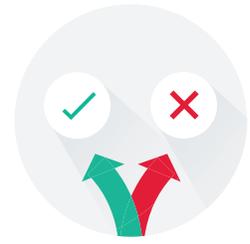
More information on the Disability Plan's procedures for processing applications can be found under "Benefit claim and review procedures" on page 49.

If you want to know the status of your application at any time, contact the NFL Player Benefits Office.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

What happens next



IF YOUR APPLICATION FOR DISABILITY PLAN BENEFITS IS APPROVED

You will receive an approval letter from the NFL Player Benefits Office with details about your disability award.

Refer to the earlier sections detailing each benefit for information about the duration and amount of awards, submitting proof of continued eligibility, and attending medical examinations. The following applies to all of the Disability Plan benefits:

One benefit at a time

- You can only receive one Disability Plan benefit at a time.
- If you are awarded T&P and NC benefits, you will not receive NC benefits at the same time as you are receiving T&P benefits.
- If you are awarded LOD and NC benefits, you will receive the larger of the two benefits for the months in which both are payable. The overlapping months count towards both the 90-month maximum for LOD benefits and the 180-month maximum for NC benefits.

How taxes affect Disability Plan payments

Typically, the full amount of each payment is taxable as income for federal tax purposes in the year that you receive it. The tax rules that apply to disability payments are complex. You should talk with your personal tax advisor to understand exactly how your benefits will be taxed. The Disability Plan does not provide legal or tax advice.

WHAT HAPPENS NEXT: IF APPROVED

Qualified Domestic Relations Orders (QDROs)

Your Disability Plan benefit could be reduced by a Qualified Domestic Relations Order, or “**QDRO**.” NFL Player Benefits Office staff can answer any questions you may have about how the QDRO affects your benefits. NFL Player Benefits Office staff can also tell you whether you are subject to a QDRO.

Denials of continued benefits

All Disability Plan benefit awards are subject to periodic review, and – in some cases – the Committee or Board may decide to deny continued benefits.

If you are receiving Disability Plan benefits and, upon reevaluation by a neutral physician, the Committee deadlocks on the issue of whether you continue to be entitled Disability Plan benefits, such deadlock will be treated as a deemed denial of your continued eligibility to receive benefits, and you will be notified of that deemed denial.

- If your appeal is received **within 60 days** from the date the notice of the deemed denial is mailed to you, your Disability Plan benefits will continue to be paid until and unless the Board determines on appeal that you are no longer entitled to the benefits.
- If your appeal is received **within 61 to 180 days** from the date the notice of the deemed denial is mailed to you, Disability Plan benefits will not be paid with respect to any month that begins more than 60 days from the date of the deemed denial. If the Board rules in your favor, benefits will be paid retroactive to a date on or after the benefits ceased, as determined by the Board.
- If your appeal is **not received within 180 days** from the date the notice of the deemed denial was mailed to you, your Disability Plan benefits will be terminated and you must submit a new application for Disability Plan benefits to be considered for a new award.

If your Disability Plan benefits terminate, you will remain eligible to receive these benefits again if you qualify under the terms of the Disability Plan in effect at the time of your subsequent application. The classification and amount of your subsequent disability benefit will be determined without regard to any previous period of disability.



QDRO

A judgment, decree, or order for a plan to pay benefits to your spouse, former spouse, child, or other dependent.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

WHAT HAPPENS NEXT: IF APPROVED

Overpayments and fraud

The Disability Plan may recover overpayments of benefits through reduction or offsets to future benefits, or other method chosen by the Board.

If you or a representative submit(s) false information and, as a result, you receive disability benefits from the Pension Plan or the Disability Plan to which you are not entitled, any further Disability Plan benefits payable to you or any beneficiary (including a dependent or alternate payee) from the Disability Plan will be reduced by the amount of the overpayment, plus interest at the rate of 6% per year.

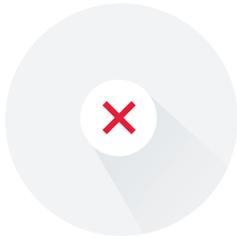
In case of your death

The Disability Plan stops making monthly payments when you die. The last payment will be a full monthly payment for the month in which your death occurs.

No vesting

Disability benefits are not vested. They can be changed or terminated at any time by amendment or termination of the Plan.

WHAT HAPPENS NEXT: IF DENIED



IF YOUR APPLICATION FOR DISABILITY PLAN BENEFITS IS DENIED

If your initial application is denied in whole or in part for any reason, you have a right to appeal and submit any materials you wish for consideration by the Board. The procedures for Disability appeals can be found under “Benefit claim and review procedures” on page 49.

The ultimate decision on your application from the Board is called a **final determination**. A decision of the Committee that is not appealed within the allowed time frame will also be a final determination.

T&P

If you receive a final determination that you are not totally and permanently disabled, and you later submit another application for T&P benefits that is ultimately approved, you will NOT be totally and permanently disabled for all of the months leading up to the prior, final determination.

For example,

you apply for T&P benefits and the Board denies your application on August 15, 2019 because it determines that you are not totally and permanently disabled. If you submit a subsequent application for T&P benefits, it will be conclusively presumed that you were not totally and permanently disabled, for any reason, prior to August 15, 2019.

LoD

NC

If your application for LOD or NC benefits is denied by the Committee for administrative reasons, you appeal, and the Board overrules the Committee’s administrative determination, you can continue your appeal with the Board. **You also have the option to withdraw your application and start over with a new one.**



Why would you want to start over?

This option gives you **two chances** to be approved, at the Committee level and Board level, instead of one, at the Board level only. If you choose this option, and are ultimately approved for LOD or NC benefits, the effective date will be based on the date of your original application. The Serial Application Rule, discussed below, will be waived.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

WHAT HAPPENS NEXT: IF DENIED

Serial applications

If your application for Disability Plan benefits has been denied and is not subject to further administrative review, you will be deemed to not qualify for that benefit for 12 months after the final denial.

- If your application for T&P benefits is denied, you will be deemed not to be totally and permanently disabled.
- If your application for LOD benefits is denied, you will be deemed not to have a substantial disablement.
- If your application for NC benefits is denied, you will be deemed not to have a mild or moderate neurocognitive impairment.

During this 12-month period, you will not be eligible for any disability benefit for which you were denied an award, unless an exception applies. **This is referred to as the “Serial Application Rule.”**

Exceptions to the Serial Application Rule

This rule may be waived by the Committee or Board if you meet one of the exceptions below:

1. You can show that your new application is based on an impairment caused by a new injury or condition after the date you submitted your initial claim for benefits:
 - a. If your denied application was for T&P benefits, you would need to show that you became totally and permanently disabled because of a new injury or condition after the date of your initial claim.
 - b. If your denied application was for LOD benefits, you would need to show that you incurred a substantial disablement because of a new injury or condition after the date of your initial claim.
 - c. If your denied application was for NC benefits, you would need to show that you incurred a mild or moderate neurocognitive impairment because of a new injury or condition after the date of your initial claim.
2. The Serial Application Rule will be waived, but not more than once in your lifetime for the benefit at issue, if your application is denied because you failed to attend a required examination.
3. For T&P benefit applications, the Serial Applications Rule does not apply to new applications that inform the Plan of a disability benefit awarded under the Social Security Disability Insurance or Supplemental Security Income programs.
4. For T&P and LOD benefit applications, the Serial Application Rule will be waived if your initial application was denied because your disability was not “permanent” (within the meaning of the Disability Plan) due to a recent surgery or other medical procedure, and your new application is received after the expected recovery period has ended.
5. For LOD and NC benefit applications, the Serial Application Rule is waived if your new application is received after you withdraw an earlier application that is denied by the Committee for administrative reasons, and the Board overrules the Committee’s decision.

Forms and resources



IF YOU WANT TO	USE THIS DOCUMENT	AVAILABLE FROM
Apply for Total & Permanent Disability benefits	Total & Permanent Disability Benefit Application	nflplayerbenefits.com or the NFL Player Benefits Office
Apply for Line-of-Duty Disability benefits	Line-of-Duty Disability Benefit Application	nflplayerbenefits.com or the NFL Player Benefits Office
Apply for Neurocognitive Disability benefits	Neurocognitive Disability Benefit Application	nflplayerbenefits.com or the NFL Player Benefits Office
Access the official rules of the Disability Plan	NFL Player Disability & Neurocognitive Benefit Plan document	nflplayerbenefits.com or the NFL Player Benefits Office
Read the Point System (used to determine Line-of-Duty benefit eligibility)	Point System for Orthopedic Impairments	Refer to Appendix A of this document
Read the Release, Waiver, and Covenant not to Sue (required for Neurocognitive benefit applicants)	Release, Waiver, and Covenant not to Sue	Refer to Appendix B of this document
Learn about the Plan's financial status	Summary Annual Report	nflplayerbenefits.com or the NFL Player Benefits Office
Know how your taxes will be affected	–	Speak directly with your tax accountant
Know your options after a divorce	Model QDRO and QDRO Procedures	NFL Player Benefits Office

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

Other information

Administration and Type of Plan

The Disability Plan is a multiemployer welfare benefit plan that provides disability benefits. The Disability Plan is administered by the Disability Board, which is a joint Board of Trustees. The Disability Board has six voting members, three of whom are selected by the NFLPA and three of whom are selected by the NFLMC. The Commissioner of the NFL is a nonvoting member and the chairman.

Disability Board

Chairman

Roger Goodell

Management members

Dennis Curran

Jacob Frank

Belinda Lerner

Player members

Sam McCullum

Robert Smith

Jeff Van Note

The Disability Board has absolute discretion and authority to interpret the Disability Plan, review claims for benefits, and decide how the Disability Plan applies in different situations. Any matter on which the Disability Board is deadlocked may be referred to an arbitrator.

You can address correspondence to individual Disability Board members, c/o the Disability Plan at the address listed below. The day-to-day administration of the Disability Plan, on behalf of the Disability Board, occurs at the address of the Plan Administrator below:

Plan administrator and Trustee

Disability Board

NFL Player Disability & Neurocognitive Benefit Plan

200 Saint Paul St., Ste. 2420

Baltimore, MD 21202

Agent for service of legal process

The agent for service of legal process is the Disability Board, the joint Board of Trustees for the Disability Plan. Service of legal process also may be made on each individual member of the Disability Board.

Disability Initial Claims Committee

The Disability Initial Claims Committee has three members. One is appointed by the NFLMC and one is appointed by the NFLPA. The third member of the Disability Initial Claims Committee is the Plan's Medical Director. The Committee has the authority and discretion to determine whether a Player is eligible for Disability Plan benefits.

OTHER INFORMATION

Custodian Bank

The assets of the Disability Plan are held in an account by:

BNY Mellon

One Mellon Center
19th Floor
Pittsburgh, PA 15258

Union

National Football League Players Association (NFLPA)

1133 20th St NW
Washington, DC 20036

Representative of the employers

NFL Management Council (NFLMC)

345 Park Ave
New York, NY 10154

Employer Identification Number (EIN) assigned to the Disability Board

#52-1852594

Plan number

501

Plan Year

Records for the Disability 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 Disability Plan is maintained under Collective Bargaining Agreements between the NFLPA and the NFLMC. While there is a Collective Bargaining Agreement in effect, the NFLPA and the NFLMC, when acting jointly,

may amend or terminate the Disability Plan. If there is no Collective Bargaining Agreement in effect, the Disability Board may amend the Disability Plan at any time, and may terminate the Disability Plan if no Collective Bargaining Agreement is in effect for more than one year.

Contributions

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

Plan assets

The Disability Plan's assets are held in trust with the Disability 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 and to pay the costs of administering the Disability Plan.

Assignment of benefits

In general, your benefits belong to you, and you cannot transfer, assign or pledge your benefits under the Disability Plan. Exceptions include a QDRO, an IRS tax levy, and federal criminal garnishments.

Change of address

Be sure to keep the NFL Player Benefits Office informed of your current address. You can update your address on nflplayerbenefits.com.

Receipt of documents

All correspondence, including forms, elections, and other documents that must be submitted

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

OTHER INFORMATION

or filed with the Disability Plan, are deemed received only if and when actually received by the Disability Plan, and not when mailed or otherwise sent.

Missing payees

If a benefit is payable to a Participant who cannot be found by the NFL Player Benefits Office, the entire benefit of, and amount payable to, that Participant will be forfeited at the end of that Plan Year. If the Participant subsequently provides accurate contact information to the NFL Player Benefits Office, the amount forfeited will be reinstated, and all amounts then due will be paid to such Participant.

Incapacity

If you are incapacitated so as to be unable to manage your financial affairs, the Disability Board may, in its sole discretion, direct that your benefits be paid to your legal representative, relative or other individual for your benefit or otherwise direct that benefit payments be made on your behalf. In addition, the Disability Board may, in its sole discretion, establish a trust to hold your benefits on your behalf and appoint a trustee for that trust. The Disability Plan will pay reasonable expenses of the trust and its trustee. A determination of incapacity and an establishment of a trust by any of the **NFL Player Plans** will extend to this Disability Plan. More information regarding such trusts is available from the NFL Player Benefits Office.

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 NFL Player Benefits Office. You may not designate a representative who is a convicted felon. 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 Disability 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 Disability Board of the denial under the Disability 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.



NFL Player Plans

For purposes of this Plan, NFL Player Plans includes the following: Bert Bell/Pete Rozelle NFL Player Retirement Plan (Pension Plan), NFL Player Second Career Savings Plan (401(k) Savings Plan), NFL Player Capital Accumulation Plan, NFL Player Annuity Program, NFL Player Tax-Qualified Annuity Plan, 88 Plan, and Gene Upshaw NFL Player Health Reimbursement Account Plan (HRA Plan).

OTHER INFORMATION

Uniform procedures

The transition of certain disability benefits from the Pension Plan to this Plan does not change the underlying procedures for applying for and receiving disability benefits. For example, materials submitted to or obtained by the Pension Plan relating to an application will become part of the administrative record of this Plan.

Decisions of the Pension Plan will, where appropriate, be reviewed by this Plan as if they were prior decisions of this Plan. Rules on serial applications, reexaminations, tax returns, continuation of benefits, reclassification, duration of benefits, and similar provisions will be interpreted and administered as if this Plan and the Pension Plan were a single plan. Records of this Plan may be shared with the Pension Plan, as appropriate for Pension Plan purposes.

Deemed payments

Overpayments by the Pension Plan of T&P benefits or LOD benefits that are not collectible from disability benefits under the Pension Plan because of the transition of such benefits to this Plan will be deemed advance payments under this Plan. The monthly benefit amounts otherwise payable under this Plan will be reduced by the amount of the deemed advance payment divided by the remaining number of months that the benefit is expected to be paid. This reduction will cease when those deemed advance payments are reduced to zero. The Disability Board may exercise discretion to apply any deemed advance payment to payments under this Plan more quickly in the circumstances of particular cases.

Qualified Domestic Relations Orders (QDROs)

Qualified domestic relations orders received by the Pension Plan prior to January 1, 2015 that provide disability benefits to an alternate payee under the Pension Plan will be deemed to apply to disability benefits paid under this Plan on and after January 1, 2015, to the extent those benefits are now paid out of this Plan.

Benefit claim and review procedures

This section describes the Disability Plan's procedures for (1) initial claims for disability benefits and (2) administrative review (also called administrative appeals) of denials, or partial denials, of claims for disability benefits.

Initial claims, including initial determinations on continuations, are generally decided by the two members of the Disability Plan's Disability Initial Claims Committee who are not medical professionals. The member who is a medical professional will cast the deciding vote only if the other two members are deadlocked over a medical aspect of your claim. If, however, the member who is a medical professional determines that the medical evidence is either inconclusive or insufficient, he or she will abstain from voting and the resulting deadlock will be treated as a deemed denial of your claim. You will be notified of this deemed denial, which you may then appeal to the Disability Board. See the section above entitled "**Denials of continued benefits,**" for a discussion as to what may happen if you are currently receiving disability benefits and, upon reevaluation, you receive a deemed denial as to whether you continue to be entitled to receive these benefits.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

OTHER INFORMATION

The Disability Initial Claims Committee has absolute discretion and authority to interpret the Disability Plan and to make factual determinations when it makes disability benefit determinations. The Disability Initial Claims Committee ordinarily will reach a decision on a claim for disability benefits within 45 days after it is received, although in some cases the decision may be delayed for up to two additional 30-day extension periods. You will be notified in writing if the decision time is extended beyond the initial 45-day period or beyond the first 30-day extension period. If the extensions are necessary because the Disability Initial Claims Committee needs additional information from you to decide your claim, you will be given at least 45 days to provide the specified information, and any time periods during which the Disability Initial Claims Committee is waiting for you to provide the additional information do not count for purposes of computing the 30-day extension periods.

If the Disability Initial Claims Committee makes a disability benefit determination that is adverse to you in whole or in part, you will receive a written notice of decision in a culturally and linguistically appropriate manner, as set forth in 29 CFR 2560.503-1(o), which will set forth:

1. the specific reason(s) for the adverse determination;
2. reference to the specific Plan provisions on which the adverse 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 Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA section 502(a) following an adverse determination on review;
5. any internal rule, guideline, protocol, or other similar criterion relied on in making the determination (or state that such rules, guidelines, protocols, standards, or other similar criteria do not exist);
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 Plan to your circumstances (or state that such explanation is available free of charge upon request);
7. a discussion of the decision, including an explanation of the basis for disagreeing with or not following the views expressed in (a) reports presented by you of medical professionals treating you and vocational professionals who evaluated you, (b) reports of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination, or (c) Social Security Administration disability determinations presented by you to the Plan; and
8. a statement 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.

OTHER INFORMATION

If the Disability Initial Claims Committee fails to notify you of its decision regarding your claim for disability benefits within the time periods described above, you can elect to treat that failure to respond as a deemed denial of your initial claim, which you may appeal to the Disability Board.

If you receive an adverse disability benefit determination that you want reviewed under the Disability Plan's appeal procedures, you must request administrative review (also called administrative appeal) in writing to the Disability Board at the NFL Player Benefits Office within 180 days of receiving the notice of decision. You also can request administrative review of a deemed denial.

During the administrative review process, upon request and free of charge, you can have reasonable access to (and copies of) all documents, records, and other relevant information about your claim for disability benefits, and you also can submit issues and comments in writing to the Disability Board.

You will receive, free of charge, any new or additional evidence considered, relied upon, or generated by or on behalf of the Plan on review, as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided, so that you have a reasonable opportunity to respond prior to that date. You will also receive, free of charge, any new or additional rationale for the denial of the claim that arises during the review, as soon as possible and sufficiently in advance of the date on which

the notice of adverse benefit determination on review is required to be provided, so that the you have a reasonable opportunity to respond prior to that date.

In making its decision on review, the Disability Board will take into account all available information, regardless of whether it was available or presented to the Disability Initial Claims Committee, and will afford no deference to the determination made by the Disability Initial Claims Committee.

Neutral, board-certified physicians serve as Medical Advisory Physicians to the Disability Board. These doctors evaluate the medical aspects of certain disability applications. Medical Advisory Physicians will not be the same physician (or subordinate physician) who was consulted during the initial determination.

Three or more members of the Disability Board may require the Medical Advisory Physician to make a final and binding determination with respect to a medical decision as to whether you qualify for disability benefits. Any such designated physician will have full and absolute discretion, authority and power to decide such medical issues. In all other respects, including the interpretation of the Disability Plan and the decision as to whether the claimant is entitled to benefits, the Disability Board will retain its full and absolute discretion. Upon request, the Disability Board will identify the medical experts whose advice was obtained in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

OTHER INFORMATION

The Disability Board ordinarily will make a decision on your request for review at its next meeting, or at its second meeting following receipt of your request for review if your request is received less than 30 days before the next meeting. However, if special circumstances exist, such as the need to obtain further clarifying information, the review may be delayed but will be made by no later than the third Disability Board meeting following receipt of your request for review. The Disability Board will notify you in writing of its decision on review. If the decision on review is adverse to you in whole or in part, the written notice will:

1. state the specific reason(s) for the adverse determination;
2. reference the specific Plan provision(s) on which the adverse 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) and identify the statute of limitations applicable to such action, including the calendar date on which the limitations period expires;
5. disclose any internal rule, guidelines, or protocol relied on in making the determination (or state that such rules, guidelines, protocols, standards, or other similar criteria do not exist); 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 Plan to your circumstances

(or state that such explanation is available free of charge upon request); and

6. discuss the decision, including an explanation of the basis for disagreeing with or not following the views expressed in (a) reports presented by you of medical professionals treating you and vocational professionals who evaluated you, (b) reports of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination, or (c) Social Security Administration disability determinations presented by you to the Plan.

You may request a written explanation of any alleged violation of these claims procedures. Any such request should be submitted to the Plan in writing; it must state with specificity the alleged procedural violations at issue; and it must be received by the Plan no more than 30 days following your receipt of a decision on the pending application or appeal, as applicable. The Plan will provide an explanation within 10 days of the 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 Disability Plan or applicable laws, or

OTHER INFORMATION

- three years after the earliest date that you knew or should have known of any such omission, violation, or breach; however, 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 of 1974, as amended (“ERISA”). Among other protections, ERISA allows you to:

Receive information about your plan benefits

- Examine without charge at the NFL Player Benefits Office all official Disability Plan documents, including the Collective Bargaining Agreement (“CBA”), and any extensions thereto, a copy of the latest annual report (Form 5500 Series) filed by the Disability Board with the U.S. Department of Labor (and available at the Public Disclosure Room of the Employee Benefits Security Administration), and a copy of the updated Summary Plan Description. You can get copies of these Disability Plan documents if you ask in writing. The NFL Player Benefits Office may charge you a reasonable fee for copies of these documents, except for the Summary Plan Description.
- Receive a summary of the Disability Plan’s annual financial report. The Disability Board is required by law to give you a copy of this Summary Annual Report every Plan Year.

- Obtain by written request to the NFL Player Benefits Office a complete list of employers and employee organizations sponsoring the Disability Plan. The list also is available for examination at the NFL Player Benefits Office. In addition, you may obtain by written request to the NFL Player Benefits Office information as to whether a particular employer or employee organization is a Disability 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 Disability Plan. The Disability Board members and certain others with responsibility for managing or operating the Disability Plan, called “fiduciaries” of the Disability Plan, have a duty to do their jobs prudently and in your interest and in the interest of all the other Disability Plan participants. 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 a Disability Plan benefit or exercising your rights under ERISA.

Enforce your rights

If your claim for a Disability Plan benefit from the Disability 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 Disability 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 NFL Player Benefits Office and do not receive them within 30 days, you can file

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

OTHER INFORMATION

suit in a federal court. In such a case, the court may require the Disability Board to provide the material. In addition, the court may impose a fine of up to \$110 a day on the Disability Board, payable to you, unless you did not get the materials because of some reason beyond the control of the Disability 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 Disability 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 Disability Plan fiduciaries misuse the Disability Plan's money, or you are discriminated against for asserting your rights, you may seek assistance from the U.S. 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 the Disability Plan, you should contact the Disability Board by writing or calling the NFL Player Benefits Office. If you have any questions about this summary or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S.

Department of Labor, 200 Constitution Avenue, 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 Disability Plan are not insured by the Pension Benefit Guaranty Corporation ("PBGC"). PBGC insurance protection is not available to welfare benefit plans such as this Disability Plan.

Disclaimer

This summary is intended to describe in general terms the essential features of your Disability 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 Disability Plan and Trust will govern.

Glossary

Active Player

Generally, you are an Active Player if you are obligated to perform football playing services under a contract with an NFL Club. For purposes of qualifying for total and permanent disability benefits only, you are also an Active Player up until July 31 following or coincident with the expiration or termination of such contract.

Amyotrophic Lateral Sclerosis (ALS) – 88 Plan

The 88 Plan defines ALS, also known as Lou Gehrig’s disease, as an adult-onset neuromuscular disease characterized by progressive muscle wasting, weakness, and spasticity resulting from the degeneration of cortical and spinal motor neurons. Some physicians are specially trained to make a diagnosis of ALS. To learn more about the 88 Plan, see the 88 Plan Summary Plan Description.

Benefit Credits

Your Benefit Credits are the sum of the Benefit Credits you earned for each of your Credited Seasons under the Pension Plan, in accordance with the table below. Benefit Credits do not include Legacy Credits or Special Credits. See the Pension Plan document for more information.

CREDIT SEASON:	BENEFIT CREDIT:
Before 1982	250
1982 through 1992	255
1993 and 1994	265
1995 and 1996	315
1997	365
1998 through 2011	470
2012 through 2014	560
2015 through 2017	660
2018 through 2020	760

QUESTIONS?

Call the NFL Player Benefits Office [800.638.3186](tel:800.638.3186)

GLOSSARY

Club

A member club of the NFL.

Controlled substance

Drugs and other substances that are considered controlled substances under the Controlled Substances Act (CSA). An updated and complete list of the schedules is published in Title 21 Code of Federal Regulations (C.F.R.) §§ 1308.11 through 1308.15. Controlled substances could include some drugs that may have been lawfully prescribed by the Player's doctor.

Credited Season

Credited Seasons are determined under the Pension Plan, and such determinations are binding on this Disability Plan.

Generally, a Credited Season is an NFL season in which you are employed as an Active Player (including an injured Player who otherwise satisfies the definition of Active Player) on the date of three or more Games for your Club.

As a Player, you also earn a Credited Season in a Plan Year in which any of the following occurs:

- After April 1, 1970, you incur an injury during the Plan Year in the course and scope of your employment by a Club, and pursuant to an injury grievance settlement or an injury settlement waiver for that injury, you are paid by a Club the equivalent of your salary for three or more Games for that Plan Year (or for a number of Games that, when added to your otherwise credited Games for that Plan Year, totals three or more).
- After reporting to at least one official pre-season training camp or official practice session during a Plan Year, you
 - d.** die during that same Plan Year, or
 - e.** incur a disability during that same Plan Year that subsequently qualifies you for line-of-duty disability benefits under the Pension Plan or the Disability Plan, or
 - f.** incur a disability during that same Plan Year that subsequently qualifies you for Active Football total and permanent disability benefits or Active Nonfootball total and permanent disability benefits under this Pension Plan or the Disability Plan.

GLOSSARY

- If, during a Plan Year while under contract as an Active Player with a Club, you are absent from employment in the NFL due to service in the Armed Forces of the United States, and you return as an Active Player. Your return to the NFL must occur after you are eligible for discharge from military service within 90 days (or any longer period prescribed by law) or the opening of your Club's official pre-season training camp, whichever is later.
- You served in the Armed Forces of the United States during a Plan Year in the table below (generally relating to World War II, the Korean War, and the Vietnam conflict) and, in the year before you entered the Armed Forces, you either played NFL football or signed a contract or similar document with the intent of playing NFL football, and you were alive on the dates in the table below. Under this special rule, you can only earn the number of Credited Seasons you would need to become a Vested Player.

FOR PLAN YEARS:	YOU WERE ALIVE ON:
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

- You were on the practice squad for at least eight Games in a single Plan Year, you are otherwise vested, and you otherwise earned a Credited Season for the 2001 Season or later. You can earn only one Credited Season under this special rule during your career.

See the Pension Plan document for special rules. If you have any questions about your Credited Seasons, contact the NFL Player Benefits Office at 800.638.3186.

Dementia – 88 Plan

According to the 88 Plan, Dementia is diagnosed when there are cognitive or behavioral (neuropsychiatric) symptoms that meet certain criteria. To learn more about the 88 Plan, see the 88 Plan Summary Plan Description.

Disability Credits

Your Disability Credits are equal to the sum of your Benefit Credits and Legacy Credits (if you have Legacy Credits) under the Pension Plan. Disability Credits do not include Special Credits. To learn more about Benefit Credits, Legacy Credits, or Special Credits, or to find out the amount of your Disability credits you have earned, visit nflplayerbenefits.com or contact the NFL Player Benefits Office.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

GLOSSARY

Early Payment Benefit (EPB)

Equal to 25% of the Player's Benefit Credit Pension (excluding Special Credits) at the time the EPB is paid. Not all Players are eligible to receive an EPB. See the Pension Plan Summary Plan Description to learn more about EPBs.

Employee

You are an Employee if you are employed by an NFL Club as an Active Player, or if you are otherwise employed by an NFL Club or an affiliate of an NFL Club (that is, an entity in a controlled group with, under common control with, or in an affiliated service group with, an NFL Club) and your employment immediately precedes or immediately follows, without interruption, employment as an Active Player.

Game

Any regular or post-season NFL game, not including the Pro Bowl.

Illegal drugs

This includes all drugs and substances taken in violation of federal, state or local law or NFL policy.

Neutral physician

A physician selected by the Disability Plan and assigned to examine you and/or review your records, and report on your condition. The NFLPA and the NFLMC jointly approve Plan neutral physicians.

NFL Player Plans

For purposes of this Plan, NFL Player Plans includes the following: Bert Bell/Pete Rozelle NFL Player Retirement Plan (Pension Plan), NFL Player Second Career Savings Plan (401(k) Savings Plan), NFL Player Capital Accumulation Plan, NFL Player Annuity Program, NFL Player Tax-Qualified Annuity Plan, 88 Plan, and Gene Upshaw NFL Player Health Reimbursement Account Plan (HRA Plan).

Parkinson's Disease – 88 Plan

The 88 Plan defines Parkinson's Disease as a progressive neurodegenerative condition resulting from the deficiency of the dopamine-containing cells of a section of the brain called the substantia nigra. A diagnosis of Parkinson's Disease is primarily a clinical one based on history and examination. People with this disease usually have symptoms such as slowness of movement, rigidity and rest tremor. To learn more about the 88 Plan, see the 88 Plan Summary Plan Description.

Plan Year

April 1st to the following March 31st.

GLOSSARY

Player

You are a Player if you are or were employed under a contract by an NFL Club to play football in the League.

QDRO

A judgment, decree or order for a plan to pay benefits to your spouse, former spouse, child or other dependent.

Vested Player

A Player who is eligible to receive Pension benefits. To learn more about vesting and the Pension Plan, refer to the Pension Plan Summary Plan Description.

Vested Inactive Player

You are a Vested Inactive Player if you are not an Active Player but you are vested in the Pension Plan. The Pension Plan states that you are a Vested Inactive Player, if:

- You earn five Credited Seasons; or
- You earn four Credited Seasons, including a Credited Season after the 1973 Plan Year; or
- You earn three Credited Seasons, including a Credited Season after the 1992 Plan Year; or
- After the 1975 Plan Year, you are an Employee on your normal retirement date; or
- After receiving T&P benefits under the Retirement Plan or Disability Plan, you are found to no longer qualify for T&P benefits.

QUESTIONS?

Call the NFL Player Benefits Office [800.638.3186](tel:800.638.3186)

Appendix A

– Point System for Orthopedic Impairments

This Point System for Orthopedic Impairments (“Point System”) is used to determine whether a Player has a “substantial disablement” within the meaning of Plan Section 5.5(a)(4)(B). The Point System assigns points to each orthopedic impairment recognized under the Plan. A Player is awarded the indicated number of points for each occurrence of each listed orthopedic impairment, but only where the Player’s orthopedic impairment arose out of League football activities, and the impairment has persisted or is expected to persist for at least 12 months from the date of its occurrence, excluding and reasonably possible recovery period.

A Player is awarded points only if his orthopedic impairment is documented according to the following rules:

1. A Player is awarded points for documented surgeries, injuries, and degenerative joint disease only if they are related to League football activities.

The **Point System Impairment Tables** are organized as follows:

- Cervical Spine
- Thoracic Spine
- Lumbar Spine
- Shoulder
- Elbow
- Wrist
- Hand
- Hip
- Knee
- Ankle
- Foot

APPENDIX A – POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

2. A Player is awarded points for a surgical procedure if the record includes an operative report for the qualifying procedure or if NFL Club records document the procedure. Surgical procedures reported through third party evaluations, such as independent medical examinations for workers' compensation, should not be used unless corroborating evidence is available to confirm the procedure and its relationship to League football activities.
3. Points are awarded for symptomatic soft tissue injuries where the injury is documented and there are appropriate, consistent clinical findings that are symptomatic on the day of exam. For example, AC joint injuries must be documented in medical records and be symptomatic on examination, with appropriate physical findings, to award points.
4. If an injury or surgery is not listed in the Point System, no points should be awarded.
5. Medical records, medical history, and the physical examination must correlate before points can be awarded.
6. If a lateral clavicle resection is given points, additional points cannot be awarded if the AC joint is still symptomatic, such as with AC joint inflammation or shoulder instability.
7. Moderate or greater degenerative changes must be seen on x-ray to award points (i.e., MRI findings do not count).
8. Players must have moderate or greater loss of function that significantly impacts activities of daily living, or ADLs, to get points.
9. Cervical and lumbosacral spine injuries must have a documented relationship to League football activities, with appropriate x-ray findings, MRI findings, and/or EMG findings to be rated.
10. In cases where an injury is treated surgically, points are awarded for the surgical treatment/repair only, and not the injury preceding the surgical treatment/repair. For example, a Player may receive points for "S/P Pectoralis Major Tendon Repair," and if so he will not receive additional points for the "Pectoralis Major Tendon Tear" that led to the surgery.
11. As indicated in the Point System Impairment Tables, some injuries must be symptomatic on examination to merit an award of points under the Point System.
12. To award points for a subsequent procedure on the same joint/body part, the Player must recover from the first procedure and a new injury must occur to warrant the subsequent procedure. Otherwise, a revise/redo of a failed procedure would be the appropriate impairment rating.
13. Hardware removal is not considered a revise/redo of a failed surgery, and points are not awarded for hardware removal.
14. Multiple impairment ratings may be given related to a procedure on the same date, i.e., partial lateral meniscectomy and microfracture or chondral resurfacing.
15. When an ankle ORIF with soft tissue occurs, there should be no additional points for syndesmosis repair or deltoid ligament repair.

QUESTIONS?

Call the NFL Player Benefits Office [800.638.3186](tel:800.638.3186)

APPENDIX A – POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

Point System Impairment Tables

CERVICAL SPINE Impairment	Point Value
Documented Herniated Cervical Nucleus Pulposus With Radiculopathy (Does Not Include Disc Bulges Or Disc Protrusions)	5
Documented Cervical Radiculopathy With EMG And MRI, Supported By Findings Observed During Clinical Examination	5
Symptomatic Cervical Spondylolisthesis Grade I Or II	5
Symptomatic Cervical Spondylolisthesis Grade III Or IV	7
Cervical Compression Fracture With Greater Than 50% Compression Without Neurological Symptoms	8
Cervical Compression Fracture With Greater Than 50% Compression With Neurological Symptoms	10
Cervical Stress Fracture With Spondylolysis	3
S/P Cervical Disc Excisions	3
S/P Cervical Fusion - Single Level	5
S/P Cervical Fusion – Multiple Levels (add one point for each additional level of cervical fusion)	2 levels = 6 points, 3 levels = 7 points, etc.
Each surgical procedure to revise or redo a failed Cervical Spine Surgery (i.e., procedure that did not achieve intended results)	1
Symptomatic Documented Acute Unstable Cervical Spine Fracture Treated Non-Surgically	3

APPENDIX A – POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

THORACIC SPINE Impairment	Point value
Documented Herniated Thoracic Nucleus Pulposus With Radiculopathy (Does Not Include Disc Bulges Or Disc Protrusions)	5
Thoracic Compression Fracture With Greater Than 50% Compression	5
S/P Thoracic Disc Excisions	3
S/P Thoracic Fusion - Single Level	5
S/P Thoracic Fusion – Multiple Levels (add one point for each additional level of thoracic fusion)	2 levels =6 points, 3 levels =7 points, etc.
Each surgical procedure to revise or redo a failed Thoracic Spine Surgery (i.e., procedure that did not achieve intended results)	1
Symptomatic Documented Acute Unstable Thoracic Spine Fracture Treated Non-Surgically	3

LUMBAR SPINE Impairment	Point value
Documented Herniated Lumbar Nucleus Pulposus With Radiculopathy (Does Not Include Disc Bulges Or Disc Protrusions)	5
Documented Lumbar Radiculopathy With EMG And MRI, Supported By Findings Observed During Clinical Examination	5
Symptomatic Lumbar Spondylolisthesis Grade I Or II	5
Symptomatic Lumbar Spondylolisthesis Grade III Or IV	7

QUESTIONS?

Call the NFL Player Benefits Office [800.638.3186](tel:800.638.3186)

APPENDIX A – POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

Lumbar Compression Fracture With Greater Than 50% Compression Without Neurological Symptoms	8
Lumbar Compression Fracture With Greater Than 50% Compression With Neurological Symptoms	10
Lumbar Stress Fracture With Spondylolysis	3
S/P Lumbar Disc Excisions	3
S/P Lumbar Fusion - Single Level	5
S/P Lumbar Fusion – Multiple Levels (add one point for each additional level of lumbar fusion)	2 levels =6 points, 3 levels =7 points, etc.
Each surgical procedure to revise or redo a failed Lumbar Spine Surgery (i.e., procedure that did not achieve intended results)	1
Symptomatic Documented Acute Unstable Lumbar Spine Fracture Treated Non-Surgically	3

SHOULDER Impairment	Point value
S/P Subacromial Decompression	1
S/P Lateral Clavicle Resection	2
S/P Pectoralis Major Tendon Repair	2
S/P Longhead Biceps Tenodesis Or Tenotomy	2

APPENDIX A – POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

S/P Arthroscopic Stabilization Procedure with or without SLAP Repair	3
S/P Rotator Cuff Repair With Or Without Subacromial Decompression	3
S/P Total Shoulder Arthroplasty	5
Each surgical procedure to revise or redo a failed Shoulder Surgery (i.e., procedure that did not achieve intended results)	1
Symptomatic Acromioclavicular Joint Inflammation	2
Longhead Biceps Tendon Tear	1
Suprascapular Nerve Injury	1
Symptomatic Rotator Cuff Tendon Tear	2
Symptomatic Shoulder Instability	3
Pectoralis Major Tendon Tear	2
Glenohumeral Joint Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	3
Loss Of Functional Range Of Motion - Moderate Or Greater (i.e., loss of motion that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	2

QUESTIONS?

Call the NFL Player Benefits Office [800.638.3186](tel:800.638.3186)

APPENDIX A – POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

S/P ORIF Humerus Fracture	2
S/P Axillary Nerve Release	1
S/P Open Stabilization Procedure	4
S/P ORIF - Clavicle	2
S/P ORIF - Scapula	2

ELBOW Impairment	Point Value
S/P Distal Biceps Tendon Repair	3
S/P Radial Head Excision	3
S/P Ulnar Collateral Ligament Repair/Reconstruction	3
S/P Radial Collateral Ligament Repair/Reconstruction	3
S/P Arthroscopy - Excision Of Bone Spurs, Removal Of Loose Bodies, Or Chondroplasty	3
S/P Total Elbow Arthroplasty	3

APPENDIX A – POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

S/P Distal Triceps Tendon Repair	3
S/P Repair Of Medial And Lateral Epicondylitis	1
Each surgical procedure to revise or redo a failed Elbow Surgery (i.e., procedure that did not achieve intended results)	1
Symptomatic Complete Ulnar Or Radial Collateral Ligament Tear	3
Triceps Tendon Tear	3
Distal Biceps Tendon Tear	3
Peripheral Nerve Injury – Moderate Or Greater (i.e., nerve injury that significantly impairs the Player’s ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	1
Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	3
Loss Of Functional Range Of Motion - Moderate Or Greater (i.e., loss of motion that significantly impairs the Player’s ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	2
S/P ORIF Radius And/Or Ulna Fracture	2
S/P Posterior Interosseus Nerve Release	1
S/P Ulnar Nerve Release Or Transposition	1
S/P Radial Nerve Release	1

QUESTIONS?

Call the NFL Player Benefits Office [800.638.3186](tel:800.638.3186)

APPENDIX A – POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

WRIST Impairment	Point value
S/P ORIF - Scaphoid	2
S/P ORIF - Distal Radius	2
S/P Scapholunate Ligament Repair	2
S/P Flexor Tendon Repair	2
S/P Extensor Tendon Repair	2
S/P Total Wrist Arthroplasty Or Fusion	3
Each surgical procedure to revise or redo a failed Wrist Surgery (i.e., procedure that did not achieve intended results)	1
Wrist Instability On Clinical Examination - Moderate Or Greater (i.e., instability that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	2
Loss Of Functional Range Of Motion - Moderate Or Greater (i.e., loss of motion that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	2
S/P Carpal Tunnel Release	2
Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	3
S/P TFCC Repair	2

APPENDIX A – POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

HAND Impairment	Point value
S/P Thumb Amputation	4
S/P Hand Arthroplasty	3
S/P Finger Amputation	2
S/P ORIF - Metacarpal Or Phalanx Fracture	1
S/P Ulnar Collateral Ligament Repair	1
S/P Radial Collateral Ligament Repair	1
Each surgical procedure to revise or redo a failed Hand Surgery (i.e., procedure that did not achieve intended results)	1
Mediolateral Ligamentous Instability - Moderate Or Greater (i.e., instability that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	1
Decreased Range Of Thumb Motion Resulting In Loss Of Grip Or Pinch Strength - Moderate Or Greater (i.e., loss of grip or pinch strength that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	2
Decreased Range Of Finger Motion Resulting In Loss Of Grip Or Pinch Strength - Moderate Or Greater (i.e., loss of grip or pinch strength that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	1

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

APPENDIX A – POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

HIP Impairment	Point value
S/P Total Hip Arthroplasty	5
S/P Arthroscopic Hip Procedure Including Labral Repair, Debridement, Removal Of Loose Bodies, or Chondroplasty	3
S/P ORIF - Acetabular Fracture	3
S/P ORIF - Hip Fracture	3
S/P ORIF - Femur Fracture	3
Each surgical procedure to revise or redo a failed Hip Surgery (i.e., procedure that did not achieve intended results)	1
Acetabular Fracture - Closed Treatment	2
Hip Fracture - Closed Treatment	2
Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	3
Loss Of Functional Range Of Motion - Moderate Or Greater (i.e., loss of motion that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	3
S/P Athletic Pubalgia Repair, Sports Hernia Repair, Or Adductor Release	2
S/P Proximal Hamstring Repair	2

APPENDIX A – POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

KNEE Impairment	Point value
S/P Total Knee Arthroplasty	5
S/P Unicompartement Knee Arthroplasty	4
S/P Patellectomy	4
S/P ACL Or PCL Reconstruction	4
S/P ACL Or PCL Reconstruction With Partial Meniscectomy(ies) Or Meniscal Repair(s)	6
S/P ACL Or PCL Reconstruction With Partial Meniscectomy(ies) Or Meniscal Repair(s) And Microfracture Or Chondral Resurfacing	7
S/P ACL Or PCL Reconstruction With Microfracture Or Chondral Resurfacing	6
S/P ORIF - Patella Fracture	3
S/P ORIF - Tibial Plateau Fracture	3
S/P ORIF - Distal Femur Fracture	3
S/P Arthroscopy - Microfracture Or Chondral Resurfacing	3
S/P Posterolateral Corner Reconstruction	3
S/P Posterolateral Corner Reconstruction With Partial Meniscectomy(ies) Or Meniscal Repair(s)	5

QUESTIONS?

Call the NFL Player Benefits Office [800.638.3186](tel:800.638.3186)

APPENDIX A – POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

S/P Posterolateral Corner Reconstruction With Microfracture or Chondral Resurfacing	5
S/P Posterolateral Corner Reconstruction With Partial Meniscectomy(ies) Or Meniscal Repair(s) And Microfracture Or Chondral Resurfacing	6
S/P Patellar Tendon Repair	3
S/P Quadriceps Tendon Repair	3
S/P Arthroscopy - Partial Lateral Or Medial Meniscectomy(ies) Or Meniscal Repair(s)	2
S/P MCL Or LCL Repair	2
S/P MCL Or LCL Repair With Partial Meniscectomy(ies) Or Meniscal Repair(s)	3
S/P MCL Or LCL Repair With Microfracture Or Chondral Resurfacing	3
S/P MCL Or LCL Repair With Partial Meniscectomy(ies) Or Meniscal Repair(s) And Microfracture Or Chondral Resurfacing	4
Each surgical procedure to revise or redo a failed Knee Surgery (i.e., procedure that did not achieve intended results)	1
Symptomatic ACL Or PCL tear	3
Patellar Instability	2
Quadriceps, Hamstring, Adductor, Or Gastroc/Soleus Tear With Residual Weakness - Moderate Or Greater (i.e., weakness that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	2

APPENDIX A – POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

Peripheral Nerve Injury – Moderate Or Greater (i.e., nerve injury that significantly impairs the Player’s ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	1
Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	3
Loss Of Functional Range Of Motion - Moderate Or Greater (i.e., loss of motion that significantly impairs the Player’s ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	3
S/P Arthroscopy – Chondroplasty Not Performed With Other Procedures)	1
S/P MCL Or LCL Reconstruction	3
S/P MCL Or LCL Reconstruction With Partial Meniscectomy(ies) Or Meniscal Repair(s)	4
S/P MCL Or LCL Reconstruction With Microfracture Or Chondral Resurfacing	4
S/P MCL Or LCL Reconstruction With Partial Meniscectomy(ies) Or Meniscal Repair(s) And Microfracture Or Chondral Resurfacing	5
S/P Peroneal Nerve Release	1
S/P Arthroscopy – Chondroplasty With Lateral Release	2
S/P Patella Stabilization	3
Symptomatic MCL Tear with Moderate Or Greater Instability	2
Symptomatic LCL Tear	2

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**

APPENDIX A – POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

ANKLE Impairment	Point value
S/P Ankle Fusion	5
S/P ORIF - Ankle Fracture With Or Without Soft Tissue Repair	3
S/P Arthroscopy - Chondroplasty And Microfracture Or Chondral Resurfacing	3
S/P Achilles Tendon Repair	3
S/P Lateral Ligament Repair Or Reconstruction	3
S/P Deltoid Ligament Repair Or Reconstruction	3
S/P Arthroscopy - Excision Of Spurs For Impingement	3
Closed Or Open Treatment Of Subtalar Dislocation	2
S/P Posterior Tibial Tendon Repair	2
S/P Tibialis Anterior Tendon Repair	2
S/P Peroneal Tendon Repair	2
S/P Tibial Intramedullary Nail Fixation Or ORIF	2
S/P Arthroscopy - Chondroplasty And Removal Of Loose Bodies	2

APPENDIX A – POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

S/P Excision Of Os Trigonum	1
Each surgical procedure to revise or redo a failed Ankle Surgery (i.e., procedure that did not achieve intended results)	1
Posterior Tibial Tendon Insufficiency	3
Tibialis Anterior Tendon Insufficiency	3
Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	3
Loss Of Functional Range of Motion - Moderate Or Greater (i.e., loss of motion that significantly impairs the Player's ability to perform normal activities of daily living (bathing, grooming, dressing, driving, etc.))	3
S/P Syndesmosis Repair	2
S/P Tarsal Tunnel Release	1

FOOT Impairment	Point value
S/P Subtalar Fusion	5
S/P Great Toe Amputation	4
S/P Lisfranc Joint Fusion	4
S/P ORIF - Lisfranc Injury	3

QUESTIONS?

Call the NFL Player Benefits Office [800.638.3186](tel:800.638.3186)

APPENDIX A – POINT SYSTEM FOR ORTHOPEDIC IMPAIRMENTS

S/P ORIF - Navicular Fracture	3
S/P ORIF - Talus Fracture	3
S/P ORIF - Calcaneus Fracture	3
S/P ORIF - Metatarsal Fracture	2
S/P Great Toe Fusion	2
S/P Lesser Toe Amputation	2
S/P Plantar Fascial Release	1
S/P Cheilectomy	1
Each surgical procedure to revise or redo a failed Foot Surgery (i.e., procedure that did not achieve intended results)	1
Hallux Rigidus - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	1
Hind-Foot Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	2
Hind-Foot Degenerative Joint Disease - Moderate Or Greater (i.e., significant loss of joint space as confirmed by clinical examination and x-ray)	2
S/P Morton's Neuroma Excision	1
S/P Sesamoid Excision	1

APPENDIX B

– Neurocognitive Disability Release, Waiver, and Covenant not to Sue

To be eligible for Neurocognitive Disability Plan benefits, you must sign a release confirming that you will not sue the League, any NFL Club, their employees or affiliates in an action alleging head and/or brain injury. This waiver is voided if your application is permanently denied or if you never receive neurocognitive benefits due to receipt of other Disability Plan benefits.

Following is the text of the release:

In consideration for the benefit provided under Article 65 of the Collective Bargaining Agreement between the NFL Management Council and the NFLPA, Player, on his own behalf and on behalf of his personal representatives, heirs, next of kin, executors, administrators, estate, assigns, and/or any person or entity on his behalf, hereby waives and releases and forever discharges the NFL and its Clubs, and their respective past, current, and future affiliates, directors, officers, owners, stockholders, trustees, partners, servants, and employees (excluding persons employed as players by a Club) and all of their respective predecessors, successors, and assigns (collectively, the “NFL Releasees”) of and from any and all claims, actions, causes of actions, liabilities, suits, demands, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses, accounts, in law or equity, contingent or non-contingent, known or unknown, suspected or unsuspected (“Claims”) that the Player has, had, may now have, or may have in the future arising out of, relating to, or in connection with any head and/or brain injury sustained during his employment by the Club, including without limitation head and/or brain injury of whatever cause and its damages (whether short-term, long-term, or death) whenever arising, including without limitation neurocognitive deficits of any degree, and Player covenants not to sue the NFL Releasees with respect to any such Claim or pursue any such

QUESTIONS?

Call the NFL Player Benefits Office [800.638.3186](tel:800.638.3186)

APPENDIX B – NEUROCOGNITIVE DISABILITY RELEASE, WAIVER, AND COVENANT NOT TO SUE

Claim against the NFL Releasees in any forum. This release, waiver, and covenant not to sue includes without limitation all Claims arising under the tort laws of any state and extends to all damages (including without limitation short-term and/or long-term effects of such injury and death) whenever arising, including without limitation after execution of this release, waiver, and covenant not to sue. Player further acknowledges that he has read and understands section 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Player expressly waives and relinquishes all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to the release of any unknown or unsuspected claims released hereunder that Player may have against the NFL Releasees. This release, waiver and covenant not to sue shall have no effect upon any right that Player may have to insurance or other benefits available under (1) any Collective Bargaining Agreement between the NFL Management Council and the NFLPA, (2) the Final Class Action Settlement in In re: National Football League Players' Concussion Injury Litigation, Civ. Action No. 2:12-md-02323-AB, MDL No. 2323, or (3) the workers' compensation laws, and Player acknowledges and agrees that such rights, if any, are his sole and exclusive remedies for any Claims.

Player acknowledges and agrees that the provision of the benefit under Article 65 shall not be construed as an admission or concession by the NFL Releasees or any of them that NFL football caused or causes, in whole or in part, the medical conditions covered by the benefit, or as an admission of liability or wrongdoing by the NFL Releasees or any of them, and the NFL Releasees expressly deny any such admission, concession, liability, or wrongdoing.

APPENDIX C

– Players awarded T&P benefits from the Pension Plan before January 1, 2015

If you were awarded T&P benefits from the Bert Bell/Pete Rozelle NFL Player Retirement Plan (“Pension Plan”) in the Active Football, Active Nonfootball, or Inactive A categories before January 1, 2015, a portion of your benefit is paid by the Pension Plan and the remaining portion is paid from the Disability Plan.

The chart below shows the amounts payable from each Plan to many Players. A Player whose Disability Credits under the Pension Plan are higher than \$4,000 will receive less from this Plan but will still receive the same Total Combined amount shown below. For example, a Player who receives \$5,000 from the Pension Plan will receive \$6,250 in Inactive A T&P benefits from this Plan, but will still receive a total of \$11,250.

The portion paid from this Plan ceases effective April 1, 2021 unless this Plan is amended.

QUESTIONS?

Call the NFL Player Benefits Office [800.638.3186](tel:800.638.3186)

APPENDIX C – PLAYERS AWARDED T&P BENEFITS FROM THE PENSION PLAN BEFORE JANUARY 1, 2015

T&P Benefit Category	T&P BENEFIT PAYABLE			T&P BENEFIT PAYABLE Effective April 1, 2021	
	Pension Plan	Disability Plan	Total Combined	Pension Plan	Disability Plan
Active Football	\$4,000	\$18,084	\$22,084	\$4,000	\$0
Active Nonfootball	\$4,000	\$9,750	\$13,750	\$4,000	\$0
Inactive A	\$4,000	\$7,250	\$11,250	\$4,000	\$0

The rules in this area are complex and may cause your benefits to be lower than the total combined amounts shown in the table. This may occur, for example, if:

- you took an Early Payment Benefit under the Pension Plan,
- your T&P benefits began on or after your Normal Retirement Date,
- you have Special Credits under the Pension Plan, or
- a portion of your benefits are subject to a Qualified Domestic Relations Order, or QDRO.

Special Rules exist for Players who were receiving T&P benefits immediately before September 1, 2011, and September 1, 2014, so that they do not have a benefit reduction from certain changes to the Pension Plan that went into effect as of those dates.

Your rights to T&P benefits, including your rights to continued eligibility and requests for reclassification, are governed by the Pension Plan.

If you have any questions about T&P benefits awarded before January 1, 2015, refer to the Pension Plan documents or contact the NFL Player Benefits Office.

QUESTIONS?

Call the NFL Player Benefits Office **800.638.3186**



NFL PLAYER BENEFITS

NFL Player Benefits Office
200 St. Paul Street, Suite 2420
Baltimore, Maryland 21202

Questions? 800.638.3186
www.nflplayerbenefits.com