

## ARTICLE XXXVII

### GROUP INSURANCE

**Section 1. Group Insurance Benefits:** For each League Year of this Agreement, eligible players, as defined below, will receive group insurance benefits consisting of life insurance, medical, and dental benefits, as follows:

(a) **Life Insurance:** The AFL will provide a Term Life and AD&D policy that includes the following: (1) players with one Accrued Season at the beginning of the League Year will receive \$10,000 in coverage for League Year 2003, and \$15,000 in coverage in League Years thereafter; and (2) players with two or more Accrued Seasons at the beginning of the League Year will receive \$15,000 in coverage in League Year 2003, \$20,000 in coverage in League Years 2004 and 2005, and \$25,000 in League Years thereafter.

(b) **Medical:** The AFL will provide an 80/20 PPO Plan (or such other managed care plan as may be agreed upon in writing by the AFL and the AFLPA) providing at least comparable benefits as in the plan in effect as of April 2004 (summary attached hereto as Exhibit F) or as otherwise agreed upon in writing by the AFL and the AFLPA.

(c) **Dental:**

(i) The AFL will provide a PPO Plan (or such other managed care plan as may be agreed to in writing by the AFLPA) that includes the following: (1) two (2) networks of dentists and an out-of-network option; (2) a blended out-of-pocket cost to players depending on the network selected; (3) a \$50 deductible (single) and a \$150 deductible (family); and (4) an annual maximum benefit of \$1,000 in-network (per person) or \$750 out-of-network (per person).

(ii) The PPO Plan (or such other managed care plan as may be agreed upon in writing by the AFLPA) need not include orthodontic coverage.

(iii) Beginning in League Year 2004, the AFL will provide a plan with an annual maximum benefit of \$1,500 in-network (per person), except that if there is an average rate increase of five percent (5%) or greater in the plan that provides an annual maximum benefit of \$1,000 in-network (per person) for League Years 2001, 2002, and 2003, then the AFL is under no obligation to provide a plan with an annual maximum benefit of \$1,500 in-network (per person) beginning in League Year 2004.

(d) **Vision:** The AFL will provide a plan that includes the following: (1) in-network and out-of-network benefits; (2) eye exams – in-network at a \$20 cost or an out-of-network \$35 allowance; (3) lenses – in-network at a \$20 cost or an out-of-network \$25-55 allowance; and (4) frames – an in-network \$60 allowance plus a twenty percent discount or an out-of-network \$25 allowance; or contacts – an in-network \$90 allowance

plus a fifteen percent discount or an out-of-network \$80 allowance; and (5) laser vision correction – an in-network fifteen percent (15%) discount.

**Section 2. Group Insurance Eligibility:** The following players shall be eligible to receive the insurance benefits described in Section 1 above, as follows:

(a) All players on the 24-Man Roster of a Team shall be eligible for medical insurance as set forth in Section 1(b) above during the period such player is on the 24-Man Roster of the Team. If the player does not qualify for continuing coverage under subsection (c) below: (i) the Team may terminate such medical insurance following termination by the Team of the player's AFL Player Contract prior to the Team's last regular season or post-season game, as applicable; and (ii) the Team must continue such medical insurance through the League Year Insurance Period (as defined in subsection (c) below) if the player's AFL Player Contract has not been so terminated (including for each player who is or was in the final League Year of his AFL Player Contract with the Team). A player who is terminated and then re-signed by a Team during a single Season shall not lose any subsequent right to such continuing medical insurance, through the League Year Insurance Period, based upon his prior termination by the Team.

(b) A player with less than four (4) Accrued Seasons who is on a Team's 24-man Roster at any time during a Season is eligible to receive all group insurance as set forth in Sections 1(c) and (d) above, and is eligible to receive life insurance as set forth in Section 1(a) above (if the player is otherwise eligible for such life insurance), if the player has been on the 24-Man Roster of any Team (including but not limited to his current Team) for at least four (4) regular season or post-season games in any League Year. Such insurance may be terminated following any termination by the Team of the player's contract prior to the Team's last regular season or post-season game, as applicable.

(c) A player with at least four (4) Accrued Seasons who is on a Team's 24-Man Roster at any time during a Season is eligible to receive all group insurance as set forth in Section 1 above, and that group insurance shall remain in effect until January 31 of the next League Year (if the first day of the regular season in that League Year is prior to February 1), or until February 15 of the next League Year (if the first day of the regular season in that League Year is February 1 or later) (the "League Year Insurance Period"). Any such player signed to a Team's 24-Man Roster after that Team's initial cut-down to the 24-Man Roster, but before March 1 of that League Year, shall receive such benefits retroactively to such cut-down date, or, if such player qualified the prior League Year for extended insurance coverage as provided in the preceding sentence, retroactively to the date such prior insurance terminated.

(d) Notwithstanding anything else in this Agreement, a player who has at least four (4) Accrued Seasons who is physically unable to perform the services required of him by his AFL Player Contract at any time during the regular season because of an injury incurred in the performance of his services under that contract during the pre-season (i.e., in mini-camp or pre-season training camp) is eligible to receive all group

insurance benefits provided for in Section 1 above, and those benefits will last for the League Year Insurance Period. Any dispute concerning any such injury shall be determined by a Neutral Physician.

**Section 3. Long-Term Disability Benefits:** The AFL will maintain the current long-term disability insurance plan for the benefit of the players; however, the parties shall periodically review the plan to ensure that its annual cost is not significantly greater than that incurred with respect to the 2002 League Year.

**Section 4. Administration:** The AFL will assume administrative responsibility for group insurance benefits. The AFLPA will have the right to veto for cause any insurance company or other entity selected by the AFL to provide benefits under this Article. Reasons justifying such a veto for cause are: excessive cost, poor service, or insufficient financial reserves. The parties agree to review and consider the most cost-efficient manner to provide the coverage described in this Article. Upon request by the AFLPA, the AFL will promptly provide the AFLPA with any document or other information relating to group insurance, including materials relating to experience and costs.

**Section 5. Renegotiated or Increased Benefits:** The AFLPA may fund player benefits in addition to those described above, with such benefits to be specified by the AFLPA and agreed to by the AFL, such agreement not to be unreasonably withheld, utilizing any monies provided to the AFLPA for the benefit of the players as provided herein (for example, using the guaranteed licensing payments specified in Article VII-A). In addition, the AFLPA and the AFL may agree in writing upon substitutions or amendments to the benefits described in this Article, with the parties to negotiate in good faith concerning any such changes.

**Section 6. Proof of Dependents:** The AFL may require from any player proof of the relationships to such player of any dependents for whom any group insurance benefits provided for in this Article are sought, in forms agreed upon by the AFL and the AFLPA.