# Guarantee Trust Life Insurance Company, Glenview, IL 60025

Application for: ACCIDENT INSURANCE

NAME OF APPLICANT: Millikin University PROPOSED

**EFFECTIVE DATE:** August 01, 2014

**PROPOSED** 

ADDRESS: c/o Ms. Terese M Harkins

Associated Insurance Plans International Inc

28085 Ashley Circle Ste 201 **TERMINATION DATE:** August 01, 2015

Libertyville, IL 60048

**POLICY NUMBER:** 124-127-418-S

√ Check Coverage Selected. TOTAL PREMIUM: \$55,700.00

	☐ Student Accident Coverage	Other Accident Coverage
All players will be covered for all sports.	All students enrolled at the school will be insured. All activities outlined in All Sports Accident Coverage are excluded from Student Accident Coverage.	All students enrolled will be covered while participating in: Off-Season Conditioning
Maximum Benefit Amount: \$90,000.00	Maximum Benefit Amount:	Maximum Benefit Amount \$90,000.00
Deductible \$0.00	Insured Percent: %	Deductible \$0.00
Insured Percent: 100%	Accidental Death Benefit: \$	Insured Percent: 100%
Accidental Death Benefit: \$5,000.00	Dismemberment Schedule: \$	Accidental Death Benefit: \$5,000.00
Dismemberment Schedule: \$5,000.00		Dismemberment Schedule: \$5,000.00
☑ Football		
☑ All Other Sports		

# **Optional Coverages:**

Off season physical conditioning. The "official season" for each specific covered sport is the Period within the dates determined by the Appropriate Athletic/Activities association for the practice and play of that sport.

Repetitive motion injuries, strains, all types of hernia, tendinitis, bursitis, spondylolysis, osteochondritis dissecans, and heat exhaustion not related to a specific Injury.

Heart and/or circulatory malfunction resulting from participation in a Covered Activity such as stroke, heat exhaustion (except as specifically stated), heart attack, and brain circulatory malfunctions.

Out of Network Option.

Re-aggravation or reinjury of a Pre-existing Condition.

Coverage selected will become effective on the date shown above and final premium is to be paid upon receipt of an invoice for the required premium.

It is agreed that any claim form, if presented, will certify that the claimant was actually injured while playing, or practicing or attending school as a member of the policyholder.

Dated at Kalamazoo, Michigan, on August 01, 2014

Application made by:

Name and Title

Name and Title

Agency:

By:

John S. Griesbach

Address:

5071 West H Avenue

On behalf of: Millikin University Kalamazoo, MI 49009

# **GUARANTEE TRUST LIFE INSURANCE COMPANY**

1275 Milwaukee Avenue Glenview, Illinois 60025

This Policy is issued to the Policyholder by Guarantee Trust Life Insurance Company on the Policy Effective Date at 12:01 a.m. standard time at Policyholder's address. The Policyholder and Policy Effective Date are shown on the Schedule of Benefits.

This Policy is governed by the laws of the State where it is issued and is a legal contract between the Company and Policyholder.

The Company hereby insures Eligible Persons of the Policyholder for whom premium has been timely paid. Eligible Persons are defined on the Schedule of Benefits. Company agrees to pay benefits set forth in the Policy. Benefit payment is governed by the terms of this Policy.

READ YOUR POLICY CAREFULLY.

Secretary

President

ONE YEAR NON-RENEWABLE TERM

BLANKET ACCIDENT POLICY

NON-PARTICIPATING

# **TABLE OF CONTENTS**

DEFINITIONS	
CONDITIONS OF INSURANCE	8
ELIGIBILITY	8
EFFECTIVE DATE	8
TERMINATION	
SCOPE OF ACCIDENT COVERAGE	9
ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT	10
ACCIDENT MEDICAL EXPENSE BENEFITS	11
OUT OF NETWORK OPTION	12
EXCLUSIONS	13
PREMIUM	14
CLAIM PROVISIONS	15
Notice of Claim:	15
Claim Forms:	15
Proof of Loss:	15
Time of Payment of Claims:	15
Payment of Claims:	
Physical Examination and Autopsy:	15
Legal Actions:	15
Right of Recovery:	
GENERAL PROVISIONS	
Entire Contract; Changes:	16
Incontestability:	
Insurance Class:	
Clerical Error:	
Information and Records:	-
Non-Participating:	
Conformity With State Statutes:	
Certificate of Insurance:	
IMPORTANT NOTICE	
SCHEDULE OF BENEFITS	
ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT	
ACCIDENT MEDICAL EXPENSE BENEFITS	
COVERED CHARGES	20

AXXTC103

# **DEFINITIONS**

Accident: A sudden, unforeseeable, external event which results in an Injury.

**Ambulance:** A vehicle which is licensed solely as an ambulance by the local regulatory body to provide transportation to a Hospital or transportation from one Hospital to another for those individuals who are unable to travel to receive medical care by any other means. Air ambulance charges are only eligible for transportation from the site of an Emergency to the nearest appropriate facility or from facility to facility.

**Benefit Period:** The number of days following the date of an Injury during which Covered Charges must be incurred, subject to the Initial Treatment Period. The Benefit Period begins on the date of Injury and ends on the last day of the Benefit Period. The Benefit Period is shown on the Schedule of Benefits.

**Company:** Guarantee Trust Life Insurance Company, a mutual company. Also hereinafter referred to as We, Us and Our.

**Covered Activity:** Any activity which the Policyholder requires the Insured to attend, or any activity of the Policyholder's school, including field trips, which is under the sole control and supervision of the Policyholder, but not including activities which are under the sponsorship or supervision arrangement with any non-Policyholder group.

Covered Charge: A service or supply listed in this Policy and which is performed or given for the treatment of an Injury.

**Deductible:** A dollar amount of Covered Charges an Insured must pay before We pay any benefits under this policy. The Deductible is shown on the Schedule of Benefits.

**Designated Vehicle:** A vehicle designated by and under the direct supervision of the Policyholder and operated by a properly licensed adult driver which transports Insureds to and from Covered Activities.

**Doctor:** A legally qualified person licensed in the healing arts and practicing within the scope of his or her license and is not a Family Member.

#### **Durable Medical Equipment:** A device which:

- is primarily and customarily used for medical purposes and is specially equipped with features and functions that are generally not required in the absence of Injury;
- is used exclusively by the Insured;
- is routinely used in a Hospital but can be used effectively in a non-medical facility;
- can be expected to make a meaningful contribution to the Insured's Injury; and
- is prescribed by a Doctor and the device is Medically Necessary for the Insured's rehabilitation.

Durable Medical Equipment does not include:

- comfort and convenience items;
- equipment that can be used by Family Members other than the Insured;
- health exercise equipment; and
- equipment that may increase the value of the Insured's Residence.

Such items that do not qualify as Durable Medical Equipment include, but are not limited to: modifications to the Insured's residence, property or automobiles, such as ramps, elevators, spas, air conditioners and vehicle hand controls; or corrective shoes, exercise and sports equipment.

Eligible Person: A member of the Policyholder's organization as defined on the Schedule of Benefits.

**Emergency:** An Injury for which the Insured seeks immediate medical treatment at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that without immediate medical care the Insured could reasonably expect that: (1) his life or health would be in serious jeopardy; (2) his bodily functions would be seriously impaired; or (3) a body organ or part would be seriously damaged.

**Experimental/Investigational:** A drug, device or medical care or treatment will be considered experimental/investigational if:

- The drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished;
- The informed consent document utilized with the drug, device, medical care or treatment states or indicates that the
  drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigational phase or if
  such a consent document is required by law;
- The drug, device, medical care or treatment or the patient informed consent document utilized with the drug, device or medical care or treatment was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal or state law requires such review and approval;
- Reliable Evidence shows that the drug, device or medical care or treatment is the subject of ongoing Phase I or Phase II clinical trials, is the research, experimental study or investigational arm of on-going Phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis; or
- Reliable Evidence shows that the prevailing opinion among experts regarding the drug, device or medical care or treatment is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

Reliable evidence means only: published reports and articles in authoritative medical and scientific literature; written protocol or protocols by the treating facility studying substantially the same drug, device or medical care or treatment; or the written informed consent used by the treating facility or other facility studying substantially the same drug, device or medical care or treatment. Covered Charges will be considered in accordance with the drug, device or medical care at the time the expense is incurred.

**Family Member:** A person who is related to the Insured in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted, step or foster child).

**Hospital:** An institution licensed, accredited or certified by the State which:

- is accredited by the Joint Commission on Accreditation of Healthcare Organizations;
- provides 24-hour nursing service by registered nurses (R.N.);
- mainly provides diagnostic and therapeutic care under the supervision of Doctors on an inpatient basis; and
- maintains permanent surgical facilities or has an arrangement with another surgical facility supervised by a staff of one or more Doctors.

Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities.

Hospital does not include a place, special ward, floor or other accommodation used for: custodial or educational care; rest, the aged; a nursing home or an institution mainly rendering treatment or services for mental illness or substance abuse.

**Hospital Confined/Hospital Confinement:** Confinement in a Hospital for at least 18 consecutive hours by reason of an Injury for which benefits are payable.

**Initial Treatment Period:** The number of days following an Injury during which an Insured must seek initial treatment for an Injury. The Initial Treatment Period is shown on the Schedule of Benefits.

Injury: Bodily injury due to an Accident which:

- · results directly and independently of disease, bodily infirmity;
- · occurs after the effective date of an Insured's coverage under this Policy; and
- occurs while this Policy is in force.

All injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these Injuries, are considered a single Injury.

**Insured:** An Eligible Person who has satisfied all of the following requirements:

- he or she is eligible for coverage under the Policy;
- he or she has been accepted for coverage under the Policy or has been automatically added;
- premium has been paid for him or her; and
- his or her coverage has become effective and has not terminated.

**Insured Percent:** The percentage of Covered Charges We pay for each Injury. The Insured Percent is shown in the Schedule of Benefits.

Intensive Care Unit: A specifically designed facility of the Hospital that provides the highest level of medical care; and which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be permanently equipped with special life-saving equipment for the care of the critically ill or injured; and under constant and continuous observation by nursing staff assigned on a full-time basis, exclusively to the Intensive Care Unit. Intensive Care Unit does not mean any of these step-down units: progressive care; sub-acute intensive care; intermediate care units; private monitored rooms; observation units; or other facilities which do not meet the standards for Intensive Care.

**Medically Necessary:** A treatment, drug, device, procedure, supply or service that is necessary and appropriate for the diagnosis or treatment of Sickness or Injury in accordance with generally accepted standards of medical practice in the United States at the time it is provided. When specifically applied to Hospital confinement, it means that the diagnosis or treatment of symptoms or a condition cannot be safely provided on an outpatient basis.

A treatment, drug, device, procedure, supply or service shall not be considered as Medically Necessary if it:

- is Experimental/Investigational or for research purposes;
- is provided solely for education purposes or the convenience of the Insured, the Insured's family, Doctor, Hospital or any other provider:
- exceeds in scope, duration, or intensity that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment and where ongoing treatment is merely for maintenance or preventive care;
- could have been omitted without adversely affecting the person's condition or the quality of medical care;
- involves the use of a medical device, drug or substance not formally approved by the United States Food and Drug Administration;
- involves a service, supply or drug not considered reasonable and necessary by the Healthcare Financing Administration Medicare Coverage Issues Manual; or
- can be safely provided to the patient on a less cost-effective basis such as outpatient, by a different medical professional, or pursuant to a more conservative form of treatment.

**Mental or Nervous Disorder:** Any condition or disease, regardless of its cause, listed in the most recent edition of the *International Classification of Diseases* as a Mental Disorder on the date the medical care or treatment is rendered to an Insured.

Orthopedic Appliances: Any supportive device or appliance used in treating an Insured's Injury.

Other Valid and Collectible Insurance or Plan: Any reimbursement for or recovery of any element of Covered Charges incurred available from any other source whatsoever, except gifts and donations, but including without limitation:

- any individual, group, blanket, or franchise policy of accident, disability or health insurance;
- any arrangement of benefits for members of a group, whether insured or uninsured;
- any prepaid service arrangement such as Blue Cross or Blue Shield; individual or group practice plans, or health maintenance organizations;
- any amount payable for Hospital, medical or other health services. Injury arising out of a motor vehicle accident to
  the extent such benefits are payable under any medical expense payment provision (by whatever terminology used
  including such benefits mandated by law) of any motor vehicle insurance policy;
- any amount payable for services or injuries or diseases related to the Insured's job to the extent that he actually
  received benefits under a Worker's Compensation Law. if the Insured enters into a settlement to give up his or her
  rights to recover future medical expenses that would have been payable except for that settlement;
- Social Security Disability Benefits, except that Other Valid and Collectible Insurance or Plan shall not include any
  increase in Social Security Disability Benefits payable to the Insured after he or she becomes disabled while insured
  hereunder; or
- any benefits payable under any program provided or sponsored solely or primarily by any governmental agency or subdivision or through operation of law or regulation.

**Physical Therapy:** Non-surgical physical or mechanical therapy, diathermy, ultrasonic therapy, heat treatment in any form, manipulation or massage.

Policyholder: The entity to which this Policy is issued.

**Policy Year:** The period of 12 months following the Policy's Effective Date.

**Pre-existing Condition:** A condition for which medical care, treatment, diagnosis or advice was received or recommended within the 12 months prior to the Insured's Effective Date of coverage under this Policy.

**Prescription Drugs:** Drugs which may only be dispensed by written prescription under Federal law, and approved for general use by the Food and Drug Administration. The drugs must be dispensed by a licensed pharmacy provider for the Insured's outpatient use.

**Reasonable and Customary Charges, Fees or Expenses:** The most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the area in which the charge is incurred, so long as those charges are reasonable. The most common charge means the lesser of:

- the actual amount charged by the provider; or
- the charge which would have been made by the provider (Doctor, Hospital, etc.) for a comparable service or supply
  made by other providers in the same Geographic Area as reasonably determined by us for the same service or
  supply.

"Geographic Area" means the three digit zip code in which the service, treatment, procedure, drugs or supplies are provided; or a greater area if necessary to obtain a representative cross-section of charge for a like treatment, service, procedure, device drug or supply.

Reasonable and Customary Charges, Fees or Expenses as used in this Policy to describe expense, will be considered to mean the payment system in effect at Policy issue as shown in the Schedule of Benefits.

Residence: The home and land or property on which the Insured's dwelling or home is located.

**Sound Natural Teeth:** Natural teeth, the major portion of the individual tooth which is present, regardless of fillings and caps; and is not carious, abscessed, or defective.

**Urgent Care Center:** A healthcare facility, separate and distinct from a Hospital, providing immediate short-term medical care for minor conditions without an appointment but where immediate medical care is necessary.

AILDF106

#### CONDITIONS OF INSURANCE

#### **ELIGIBILITY**

Eligible Persons are eligible to enroll for coverage under this Policy.

#### **EFFECTIVE DATE**

Policyholder: This Policy shall be effective on the later of:

- The Effective Date shown on the application; or
- The date We approve the application.

The Effective Date is shown on the Schedule of Benefits.

Insured: Subject to receipt of premium, coverage is effective on the Effective Date shown on the Schedule of Benefits.

#### **TERMINATION**

**Policyholder:** This Policy is issued for the term stated on the Schedule of Benefits on the Effective Date of this Policy. If the Policyholder desires to continue coverage, We will issue a new Policy for a new Policy term, subject to then current underwriting requirements.

**Insured: Football Only Coverage.** Coverage will terminate at the earlier of:

- the date the Policy terminates;
- the date the Insured ceases to be a member of the Policyholder's football team;
- the last day of regularly-scheduled football activity;
- the date the Insured ceases to be an Eligible Person; or
- the end of the period for which any applicable premium has been paid.

# Insured: All Sports Coverage, except Football. Coverage will terminate at the earlier of:

- the date the Policy terminates;
- the date the Insured ceases to be a member of the Policyholder's sports teams,
- the last day of regularly-scheduled sports activity;
- the date the Insured ceases to be an Eligible Person; or
- the end of the period for which any applicable premium has been paid.

#### Insured: Other Accident Coverage: Coverage will terminate at the earlier of:

- the date the Policy terminates;
- the date the Insured ceases to be an Eligible Person; or
- the end of the period for which any applicable premium has been paid.

AXXCI103

#### SCOPE OF ACCIDENT COVERAGE

Football Only Accident Coverage: If this option is shown on the application, all Insureds will be covered for Injury which is incurred while the Insured is:

- Participating in football competitions which are officially authorized, sanctioned and scheduled by the Policyholder, and governed by the rules and regulations of the appropriate athletic/activities association. This includes related:
  - pre-competition activities;
  - practice sessions;
  - sponsored team travel authorized, organized and supervised by the Policyholder; and
  - · off season physical conditioning.
- Traveling directly and uninterruptedly to or from football competitions in a Designated Vehicle.

All Sports Accident Coverage: If this option is shown on the application, all Insureds will be covered for Injury which is incurred while the Insured is:

- Participating in athletic competitions, except football, which are officially authorized, sanctioned and scheduled by the Policyholder, and governed by the rules and regulations of the appropriate athletic/activities association. This includes related:
  - pre-competition activities;
  - practice sessions;
  - sponsored team travel authorized, organized and supervised by the Policyholder; and
  - · off season physical conditioning.
- Traveling directly and uninterruptedly to or from athletic competitions, except football, in a Designated Vehicle.

**Other Accident Coverage:** If this option is shown on the application, all Insureds will be covered for Injury which is incurred while participating in a Covered Activity as described in Scope of Coverage on the Schedule of Benefits. Coverage for Motor Vehicle injuries are limited as stated below.

• Away from the Policyholder's premises while participating in or attending any Covered Activity, or traveling to and from such activity in a Designated Vehicle, whether or not such Policyholder is in session.

AXXSC105

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If, within 100 days from the date of an Accident, Injury from such Accident results in a loss covered by this benefit, We will pay the benefit in the amount set opposite such loss, as shown on the Schedule of Benefits. If the Insured sustains more than one such loss as the result of one Accident, We will pay only one amount, the largest to which the Insured is entitled.

Loss of hand or foot means loss by severance at or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of a thumb and index finger means complete severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand). Severance means the complete separation and dismemberment of the part from the body.

Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

AXXADD401

# **ACCIDENT MEDICAL EXPENSE BENEFITS**

We will pay benefits, as defined and limited below, for Covered Charges incurred by the Insured due to Injury. A Covered Charge is the Reasonable and Customary charge for a service or supply which is performed or given under the direction of a Doctor for the Medically Necessary treatment of an Injury. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

Covered Charges are payable only for an Injury:

- For which the first treatment or service is incurred within the Initial Treatment Period; and
- For which expense for all treatment or service is incurred within the Benefit Period.

Covered Charges are shown on the Schedule of Benefits.

# No Other Valid and Collectible Insurance or Plan

After the Deductible has been satisfied, We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

#### Other Valid and Collectible Insurance or Plan

After the Deductible has been satisfied, We will pay the Insured Percent of incurred Covered Charges which are in excess of the total benefits payable for the same Injury by any Other Valid and Collectible Insurance or Plan on a provision of service or on an expense incurred basis, up to the Maximum Benefit Amount, Per Injury. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

If Other Valid and Collectible Insurance or Plan provides benefits on an excess coverage basis, benefits will be paid first by the company or services plan whose policy or service contract has been in effect for the longer period of time at the date of such Injury.

For purposes of this Policy, the Insured's entitlement to Other Valid and Collectible Insurance or Plan will be determined as if this Policy did not exist and shall not depend upon whether timely application for benefits from Other Valid and Collectible Insurance or Plan is made by or on behalf of the Insured.

**Primary Benefit Amount:** If a Primary Benefit Amount is shown in the Schedule of Benefits, We will pay the Covered Charges incurred for an Injury up to the Primary Benefit Amount. Such Covered Charges will be paid according to the terms of the Policy. Subsequent claims received for the same Injury, which are in excess of the Primary Benefit Amount, will subject the entire claim to the Excess Provision. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of the policy.

AXXBP202

# **OUT OF NETWORK OPTION**

When Other Valid and Collectible Insurance or Plan denies benefits and requires the Insured to use an authorized medical vendor despite the Policyholder's attempts to have the Other Valid and Collectible Insurance or Plan approve an out of network vendor, We will pay expense incurred up to a Maximum Benefit Amount, Per Injury of \$90,000.00.

AXXOT102

# **EXCLUSIONS**

This Policy does not provide benefits for:

- Treatment, services or supplies which:
  - are not Medically Necessary;
  - are not prescribed by a Doctor as necessary to treat an Injury;
  - are Experimental/Investigational in nature;
  - are received without charge or legal obligation to pay;
  - are received from persons employed or retained by the School or any Family Member, unless otherwise specified; or
  - are not specifically listed as Covered Charges in this Policy.
- Intentionally self-inflicted Injury, violating or attempting to violate any duly enacted law. Injury by acts of war, whether declared or not.
- Injury covered by Worker's Compensation or the Occupational Disease Law.
- Treatment of illness, disease or infections, except infections which result from an accidental Injury or infections which result from accidental, involuntary or unintentional ingestion of a contaminated substance.
- Treatment of Osgood-Schlatter's disease; appendicitis; osteomyelitis; pathological fractures; congenital weakness; TMJ; fainting; headaches; boils; detached retina unless directly caused by Injury; or Mental or Nervous Disorders whether or not caused by Injury.
- Injury incurred as the result of the use of alcohol or drugs not prescribed by a Doctor.
- Suicide or attempted suicide; or self-destruction or an attempt to self-destroy while insane.
- Fighting, except as an innocent victim.
- Expense incurred for the use of orthotics unless used exclusively to promote healing.
- Any penalty imposed by Other Valid and Collectible Insurance or Plan for failure to follow plan procedures.

AILEX103

# **PREMIUM**

**Payment of Premium/Due Date:** All premium, charges or fees (hereinafter "Premium") must be paid to Us at Our home office prior to the start of the term for which coverage is selected. In no event will coverage become effective prior to the date of enrollment and required premium are received at our home office or by the general agent.

**Returned or Dishonored Payment:** If a check in payment for the Premium is dishonored for insufficient funds, a reasonable service charge may be charged to You which will not exceed the maximum specified under state law. A dishonored check shall be considered a failure to pay Premium and coverage shall not take effect.

AXXPP100

#### **CLAIM PROVISIONS**

#### **Notice of Claim:**

Written notice of claim must be given to the Company or its authorized representative within 60 days after a covered loss starts, or as soon thereafter, as is reasonably possible. Notice should include information sufficient to identify the Insured.

#### **Claim Forms:**

The company, upon receipt of written notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing Proofs of Loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in this Policy for filing Proof of Loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.

#### **Proof of Loss:**

Written proof of loss for Hospital confinement must be given to the Company or its authorized representative within 60 days after release from the Hospital. Proof of any other covered loss must be given to the Company or its authorized representative not later than 90 days after the covered loss. If proof of loss is not given within 60 days, the claim will not be denied or reduced for that reason if that proof was given as soon as reasonably possible.

#### **Time of Payment of Claims:**

Benefits will be paid as soon as We receive proper proof of loss unless this Policy provides for periodic payment. When this Policy provides for periodic payment, the benefits will accrue and will be paid monthly subject to proper proof of loss.

All claims and indemnities payable under this Policy will be paid within 30 days following Our receipt of due proof of loss. If We fail to pay within such period, We will pay interest at the rate of 9 percent per annum from the 30<sup>th</sup> day after receipt of such proof of loss to the date of late payment. Interest amounting to less than one dollar will not be paid.

#### **Payment of Claims:**

Benefits payable under this Policy for loss of life will be paid to the Insured's next of kin and the provisions respecting such payment set out herein and effective at the time of payment. Any other payable benefits remaining unpaid at the time of the Insured's death may, at Our option, be paid to the Insured's next of kin or to the Insured's estate. All other benefits will be payable to the medical services provider.

If any indemnity of this Policy shall be payable to the estate of the Insured or to an Insured who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity to his parent, guardian or other person actually supporting him. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

Subject to any written direction of the Insured or of the legal or natural guardian of the Insured, if the Insured is a minor or otherwise incompetent to make such a direction, all or a portion of any indemnities provided by this Policy as a result of medical, surgical, dental, hospital or nursing service will be paid directly to the hospital or person rendering such services; but it is not requested that the services be rendered by a particular Hospital or person.

#### **Physical Examination and Autopsy:**

The Company, at its own expense, shall have the right and opportunity to examine the Insured as it may reasonably require while a claim is pending. The Company, at its own expense, may also have the right to make an autopsy in the case of death, where it is not prohibited by law.

# **Legal Actions:**

A legal action may not be brought to recover on this Policy within 60 days after written Proof of Loss has been given as required. No such action may be brought after 3 years from the time written proof was required to be given.

#### **Right of Recovery:**

Payments made by Us which exceed the covered medical expenses (after allowance for Deductible and coinsurance clauses, if any) payable hereunder shall be recoverable by Us from or among any persons, firms or corporations to or from whom such payments were made or from any insurance organizations who are obligated in respect of any covered Injury or Sickness as their liability may appear.

AILCP101/R

#### **GENERAL PROVISIONS**

#### **Entire Contract; Changes:**

This Policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or waive any of its provisions.

Failure by Company to enforce any Policy provision shall not waive, modify or render such provision unenforceable at any other time; at any given time; or under any given set of circumstances, whether the circumstances are or are not the same.

#### Incontestability:

All statements made in an application by the Policyholder are, in the absence of fraud, representations and not warranties. No statement shall be used to contest this Policy, the validity of coverage or reduce benefits, unless it is in writing, signed by the Policyholder, and a copy of such statement is furnished to the Policyholder.

#### **Insurance Class:**

Policyholder may set forth in its application Insurance Classes of Eligible Persons. The Policyholder shall notify Company when a change of Insurance Class occurs for an Insured.

#### **Clerical Error:**

If a clerical error is made so that an otherwise Eligible Person's coverage does not become effective, coverage may be in effect if: (a) the Policyholder makes a written request for coverage on a form approved by the Company; and (b) any premium not paid because of the error is paid in full from the effective date of coverage. Company reserves the right to limit retroactive coverage to two months preceding the date the error was reported.

If a clerical error is made so that the coverage is in effect for a person who is not eligible, an adjustment will be made to correct the error. Any Premium refund will be reduced by any payment made for claims. If claims paid exceed the Premium refund, the Policyholder shall reimburse Company for the overpayment.

#### Information and Records:

The Policyholder shall provide Company information necessary to administer coverage under the Policy. Information is required when an Eligible Person becomes covered, when changes in amounts of coverage occur, and when an Insured's coverage terminates.

#### Non-Participating:

The Policy is non-participating. It does not share in the Company's profits or surplus earnings.

#### **Conformity With State Statutes:**

If any provision of this Policy is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

#### **Certificate of Insurance:**

Where required by law, We will send to the Insured an individual certificate. The certificate will outline the insurance coverage under the Policy and to whom benefits are payable.

AILGP100

# **IMPORTANT NOTICE**

This notice is to advise you that should any complaints arise regarding your insurance coverage, you may contact the following:

- GUARANTEE TRUST LIFE INSURANCE COMPANY 1275 Milwaukee Avenue Glenview, Illinois 60025
- ILLINOIS DEPARTMENT OF INSURANCE Consumer Division 100 West Randolph Street, Suite 15-100 Chicago, Illinois 60601

or

 PUBLIC SERVICE SECTION 320 West Washington Street Springfield, Illinois 62767

ILNOTE

# **SCHEDULE OF BENEFITS**

# **POLICYHOLDER INFORMATION**

Policy Number:	124-127-418-S
Policyholder:	Millikin University
Policy Effective Date:	August 01, 2014
Policy Term:	August 01, 2014 to August 01, 2015
Eligible Persons:	Students who are enrolled and attending the Policyholder's School.
Scope of Coverage:	Football Only Accident Coverage
	All Other Sports Accident Coverage
	Other Accident Coverage
Insured's Effective Date:	August 01, 2014

AXXPI101

# **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

Loss of Life	
Policy Year Aggregate Loss of Life Maximum	\$0

AXXADDSOB202

# **ACCIDENT MEDICAL EXPENSE BENEFITS**

Maximum Benefit Amount, Per Injury	\$90,000.00	
Deductible, Per Injury	\$0.00	
Insured Percent	100%	
Payment System Percentile	90 <sup>th</sup>	
Initial Treatment Period	60 days	
Benefit Period	104 weeks	
Primary Benefit Amount	\$0.00	

AXXSOB201

#### **COVERED CHARGES**

Treatment, services or supplies incurred for:

Hospital room and board, and general nursing care, up to the semi-private room rate.

Intensive Care.

Hospital miscellaneous expense.

Doctor's fees for surgery: 100% for the first or major procedure; 50% for the second; third; fourth; fifth procedure (same incision).

Anesthesia services.

Doctors visits, inpatient and outpatient.

Hospital Emergency care.

Outpatient services.

X-ray and laboratory services.

Ambulance expense.

Urgent Care Center expense.

Orthopedic Appliances.

Casts, non-surgical.

Eyeglass replacement expense for broken eyeglasses or lenses resulting from an Injury requiring medical treatment.

Durable Medical Equipment.

Prescription Drugs.

Dental treatment.

Physical Therapy and/or treatment of the spine by manual or mechanical means.

Assistant surgeon expense, limited to 25% of the surgeon's fee.

Re-aggravation or reinjury of a Pre-existing Condition, limited to a maximum of \$90,000.00.

Treatment of heart and/or circulatory system such as stroke, heat exhaustion, heart attack, and brain circulatory malfunctions resulting from participation in a Covered Activity, limited to a maximum of \$90,000.00.

Treatment of repetitive motion Injuries, strains, hernia, tendinitis, bursitis, spondylolysis, osteochondritis dissecans, and heat exhaustion not related to a specific Injury, limited to a maximum of \$90,000.00.

AXXCCSOB102

# NOTICE OF PROTECTION PROVIDED BY ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** description of the Illinois Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Illinois law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity or health insurance company becomes financially unable to meet its obligations and is placed into Receivership by the Insurance Department of the state in which the company is domiciled. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Illinois law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association per insolvency are:

- Life Insurance
  - \$300,000 in death benefits
  - \$100,000 in cash surrender or withdrawal values
- Health Insurance
  - \$500,000 in hospital, medical and surgical insurance benefits\*
  - o \$300,000 in disability insurance benefits
  - o \$300,000 in long-term care insurance benefits
  - o \$100,000 in other types of health insurance benefits
- Annuities
  - o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000, except special rules apply with regard to hospital, medical and surgical insurance benefits for which the maximum amount of protection is \$500,000.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also residency requirements and other limitations under Illinois law.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.ilhiga.org or contact:

Illinois Life and Health	Illinois Department of Insurance
Insurance Guaranty Association	4th Floor
1520 Kensington Road, Suite 112	320 West Washington Street
Oak Brook, Illinois 60523-2140	Springfield, Illinois 62767
(773) 714-8050	(217) 782-4515

Insurance companies and agents are not allowed by Illinois law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Illinois law, then Illinois law will control.

GANT-IL (Rev. 12/2013)