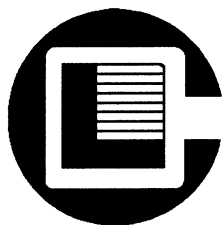


**GROUP STUDENT BLANKET ACCIDENT INSURANCE - NON-RENEWABLE**



**COLUMBIAN LIFE  
INSURANCE COMPANY**

HOME OFFICE: CHICAGO, IL  
ADMINISTRATIVE SERVICE OFFICE: VESTAL PARKWAY EAST  
PO BOX 1381  
BINGHAMTON, NY 13902-1381

Columbian Life Insurance Company of Chicago, Illinois (“We” or “Us” or “Our”) insures persons (hereinafter called “Insureds”) who are regularly enrolled in the School (the “Policyholder”) and for which the required premium has been paid. We agree to pay all benefits, as specifically described in this Policy, for Usual and Customary Charges for Covered Services which result from Injury that is independent of all other causes, and which are incurred while this Policy is in force with respect to each Insured.

This Policy takes effect and terminates at 12:00 a.m., Standard Time, in accordance with the dates and at the address of the Policyholder stated below. Signed for Columbian Life Insurance Company:

DANIEL J. FISCHER  
Secretary

THOMAS E. RATTMANN  
Chairman, President  
and Chief Executive Officer

**POLICY SCHEDULE**

**POLICYHOLDER:** Millikin University  
1184 W. Main Street  
Decatur, IL 62522

**POLICY NUMBER:** 12-74-0241-016-012-3

**POLICY EFFECTIVE DATE:** August 1, 2013 at 12:01 a.m.

**POLICY EXPIRATION DATE:** July 31, 2014 at 11:59 p.m.

**AMENDMENTS/ENDORSEMENTS:** 9E506-CL; 9E516-CL

**MAXIMUM MEDICAL BENEFIT:** \$90,000 per Injury

**DEDUCTIBLE:**

**PREMIUM:**  
Annual Premium .....\$43,000  
(Group Coverage 100% Participation Required)

Classes of eligible persons are the student athlete, student manager/trainers and cheerleaders that are authorized by the University to participate in try-outs, practices, conditioning sessions, or games of intercollegiate sports, and who are identified on rosters submitted by the University prior to tryouts, practices and games. Covered sports activities include: Baseball (M); Basketball (M); Cheerleading (W); Football (M); Golf (M,W); Softball (W); Swimming (M,W); Track and Field (M,W)

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## IN FORCE COVERAGE

The coverage described below is provided to each Insured, subject to all of the terms, conditions, limitations and exclusions of this Policy.

**INTERCOLLEGIATE SPORTS COVERAGE** - Coverage is in force for each Insured for whom the premium has been paid as set forth in this Policy:

- a) while practicing for or competing in intercollegiate sports which are exclusively sponsored by the Policyholder, as a representative of the University, and while under the direct and immediate supervision of an employee of the Policyholder; and
- b) while traveling directly to or from such practice or competition in a vehicle designated by the Policyholder while under the supervision of an employee of the Policyholder.

**CONDITIONING AND TRAINING COVERAGE** – Coverage is in force for each Insured for whom the premium has been paid as set forth in this Policy: while conditioning and training for an intercollegiate sport during the official season of the sport while under the direct and immediate supervision of an employee of the Policyholder.

### RE-INJURY COVERAGE

This Policy shall provide coverage for a re-Injury or aggravation of an Injury that occurs during the period of 180 days between the date of last treatment for the original Injury and date of re-Injury provided such re-Injury or aggravation:

- 1. occurs while the Insured’s coverage under this Policy is in force;
- 2. occurs during the Insured’s participation in a scheduled game or supervised practice or other covered activity.

The Insured was provided medical clearance to participate in the covered activity by the Physician who makes such determinations. Benefits are payable under this Policy on the same basis as any Injury.

### HMO-PPO BENEFIT

This Policy shall pay benefits in excess of coverage provided by the Insured's HMO or PPO insurance policy. Benefits will not be excluded under this Policy if the Insured chose not to comply with their HMO or PPO insurance policy provisions concerning required pre-authorization for admissions or services, referrals, or does not use a preferred provider. The Insured must provide proof of such denial to the Company. Benefits are payable on the same basis as any Injury.

### HEART/CIRCULATORY CONDITIONS BENEFIT

This Policy shall provide coverage for the acute onset of physical conditions related to the heart and/or circulatory system, that occur within 180 days from the date of Injury while participating in a scheduled game or supervised practice for Intercollegiate sports. These types of conditions include, but are not limited to: heart attack, stroke, and brain circulatory malfunctions and heat exhaustion. Benefit are payable under this Policy on the same basis as any Injury.

The heart or circulatory system condition shall be first diagnosed and treated while the Insured’s coverage under this Policy is in force, and prior to such acute onset the Insured has not been advised or has received treatment for such condition.

## SECTION I – BENEFITS FOR MEDICAL EXPENSES

When Injury covered by this Policy results in treatment by a Licensed Physician within ninety (90) days from the date of accident, We will pay the Usual and Customary Charges incurred for necessary Services and Supplies as listed below, for charges actually incurred within two years from the date of Injury up to the Maximum Medical Benefit.

This Policy will pay benefits regardless of Other Valid Coverage if the covered claim expense is less than \$100. If the covered claim expense exceeds \$100, benefits shall be paid first by Other Valid Coverage. If Other Valid Coverage has a non-duplication of benefits provision, this Policy will provide the lesser of: the covered benefits specified in Section I(A) - Services and Supplies; or the eligible and covered expenses not collectible from Other Valid Coverage in the absence of coverage under this Policy or any Other Valid Coverage.

### SECTION I(A) – SERVICES AND SUPPLIES

1. Physician's Services
  - (a) for surgical operations (fractures, dislocations or repair of lacerations) – U&C
  - (b) for non-surgical care – U&C
2. Hospital Care
  - (a) for Inpatient Care (the usual daily charge for the hospital's most common semi-private room rate) – U&C
  - (b) for miscellaneous hospital expenses (for operating room, laboratory tests, x-rays, physical therapy, etc.) – U&C
  - (c) for Outpatient Care – U&C
3. Dental Treatment (benefits shall be limited to the charges incurred for repair and/or replacement of sound and natural teeth) - U&C
4. Orthopedic Appliances – U&C
5. Ambulance Services – U&C  
Physical Therapy (outpatient) – U&C

### SECTION I(B) - EXCLUSIONS

This Policy does not provide benefits for:

1. Air travel except as a passenger on a regularly scheduled flight of an incorporated airline.
2. Infirmary care in the University Infirmary or Hospital, or medical care furnished by the University.
3. Any sickness, disease, infection (unless caused by an open cut or wound), aggravation of a congenital condition, blisters, headaches, hernia of any kind, mental or physical infirmity, Osgood-Schlatter disease, osteochondritis, osteochondritis dissecans, osteomyelitis, spondylolysis, or slipped femoral capital epiphysis.

## SECTION II - DEFINITIONS

Wherever used in this Policy:

1. **"Accident"** means an unexpected, external and sudden event that is independent of any other cause.
2. **"Hospital"** means an institution licensed by the State (if required), which is operated for the care of resident inpatients and has a graduate nurse on duty, has a laboratory and operating room where surgery is performed, has a staff of one or more Licensed Physicians available at all times, and is not primarily a clinic, sanitarium, nursing home, or rest home.
3. **"Injury"** means an Injury to the body of the Insured directly caused by specific accidental contact with another body or object during the Insured's term of coverage under the Policy. It is unrelated to any pathological, functional, or structural disorder. The Accident must result in a loss beginning during the Insured's term of coverage under this Policy.

The term "Injury" also means a reinjury incurred while this Policy is in force with respect to the Insured, for which the Insured has remained treatment free for a period of 180 days prior to the effective date of this Policy.

If benefits have been paid under this Policy for an Injury incurred while this Policy is in force with respect to the Insured, a reinjury will be considered a new Injury if:

- a. the reinjury occurs while this Policy is in force with respect to the Insured; and
- b. the Insured remains treatment free for a period of 180 days between the date of last treatment for the original Injury and the date of the reinjury

A reinjury that is incurred within 180 days of the original Injury, will be considered a continuation of the original Injury.

4. **"Inpatient Care"** resulting in hospital confinement means a stay as a resident bed patient in a hospital for eighteen (18) or more consecutive hours.
5. **"Licensed Physician"** means any medical practitioner, other than a member of the Insured's immediate family, licensed to practice medicine in the State in which he practices.
6. **"Other Valid Coverage"** means any plan providing benefits or services for medical care or treatment, where such benefits or services are provided on a group basis by or under: group insurance; coverage provided by hospital or medical service organizations such as Blue Cross or Blue Shield or similar pre-paid medical service organizations; union welfare or trust plans; employer or employee benefit plans or arrangements, whether on an insured or uninsured basis; Medicare as established by Title XVIII of the United States Social Security Act of 1965, as amended; any medical benefits coverage in group, group-type and individual automobile "no-fault" and traditional automobile "fault" type coverage; HMO (health maintenance organization); or PPO(preferred provider organization).

This Policy will not pay benefits that are payable under the Insured's HMO or PPO. The Policy will pay benefits in excess of benefits provided by the Insured's HMO or PPO. If the Insured chooses not to use a preferred provider (under HMO or PPO), or does not obtain the required pre-authorization for alternative care, the Company will only pay benefits in excess of those benefits that would have been paid by the HMO or PPO, had the Insured used a preferred provider.

"Other Valid Coverage" does not include a state plan under Medicaid, or any plan where by law that plan's benefits are excess to those of any private insurance plan or other nongovernmental plan.

## SECTION II - DEFINITIONS CONT.

7. **"Residence"** means the building and ground where the Insured resides.
8. **"School Sponsored and Supervised Activity"** means any activity which is exclusively sponsored by the Policyholder and which is under the immediate supervision of an employee of the Policyholder.
9. **"Usual and Customary Charges (U&C)"** means charges for medical services or supplies for which the Insured is legally liable and which do not exceed the average rate charged for the same or similar services or supplies in the geographic region where the services or supplies are received.

Usual and Customary Charges are determined by referencing the 75th percentile of the most current survey published by FAIR Health, Inc. for such services or supplies.

10. **"We, Us, or Our"** means the Columbian Life Insurance Company of Chicago, Illinois.

## SECTION III - ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

When Injury covered by this Policy, results in the following specific losses within 180 days from the date of Accident, We will pay an indemnity in the amount (the largest applicable thereto) as specified below for any one Injury, and shall be in addition to any other benefits for such Accident. Loss of a Hand or Foot means loss by severance at or above the wrist or ankle joint. Loss of sight must be entire and irrecoverable.

Loss of Life -	\$ 5,000
Loss of both Hands, both Feet or Sight of both Eyes -	\$ 5,000
Loss of one Hand, one Foot or Sight of one Eye -	\$ 2,500
Loss of Thumb and Index Finger of same Hand-	\$ 1,250

## SECTION IV – GENERAL POLICY PROVISION

**ENTIRE CONTRACT; CHANGES:** This Policy, including the endorsements and attached papers, if any, and the Policyholder's application constitute the entire contract of insurance. All statements made by the Policyholder shall, in the absence of fraud, be deemed representations and not warranties. No such statements will be used in defense to a claim under this Policy unless it is contained in the written application signed by, and furnished to, the Policyholder. No changes in this Policy shall be valid until approved by one of Our executive officers and unless such approval be endorsed hereon and attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

**ADDITIONAL INSURED:** All new persons eligible for coverage under this Policy may be added to the group originally insured under this Policy.

**NOTICE OF CLAIM:** Written notice of claim must be given to Our Administrator's Office within thirty (30) days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given on behalf of the Insured or the beneficiary to Our Administrator's Office, 333 North Main Street, Suite 300, Stillwater, MN 55082-0196 or to any authorized agent of Ours, with information sufficient to identify the Insured, shall be deemed notice to Us.

**CLAIM FORMS:** We, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by Us for filing proofs of loss. If such forms are not furnished within fifteen (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 proofs of loss, written proofs covering the occurrence, the character and the extent of loss for which claim is made.

**PROOFS OF LOSS:** Written proof of loss must be furnished to Our Administrator's Office, 333 North Main Street, Suite 300, Stillwater, MN 55082-0196 within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**TIME PAYMENT OF CLAIMS:** Indemnities payable under this Policy will be paid as they accrue immediately upon receipt of due written proof of such loss.

**PAYMENT OF CLAIMS:** Indemnities will be payable to the Insured, his or her estate, or beneficiary, except that if the Insured is a minor, said indemnities may be payable to the Insured's parents, guardian, or other person actually supporting the Insured. Unless We are requested otherwise in writing not later than the time of filing proofs of loss, such indemnities may be paid directly to the hospital or person rendering such services; but it is not required that the services be rendered by a particular hospital or person. Payment so made shall discharge Our liability with respect to the amount of insurance so paid.

**PHYSICAL EXAMINATION AND AUTOPSY:** We at Our own expense shall have the right and opportunity to examine the person of the Insured when and so often as We may reasonably require during the pendency of claim hereunder and also the right and opportunity to make an autopsy in case of death, where it is not prohibited by law.

**OTHER INSURANCE WITH US:** Insurance effective at any one time on the Insured under a like Policy or policies with Us is limited to the one such Policy elected by the Insured, or Insured's beneficiary or estate, as the case may be.

## SECTION IV – GENERAL POLICY PROVISION CONT.

**LEGAL ACTIONS:** No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy and no such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

**CONFORMITY WITH STATE STATUTES:** Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which the Policyholder is located on such date is hereby amended to conform to the minimum requirements

**NON-PARTICIPATING:** This Policy and Certificates issued under it are non-participating. No dividends will be paid.

## SECTION V – ADDITIONAL POLICY PROVISIONS

**EFFECTIVE DATE:** The insurance with respect to each Insured person shall become effective on the later of the following dates:

- (a) the date on which the required premium is actually received by the Policyholder, by Us, or Our authorized agent; or
- (b) the Policy Effective Date.

**EXPIRATION DATE:** The insurance with respect to each Insured person shall expire on the earlier of the following dates:

- (a) the date on which the Insured ceases to be enrolled in the School; or at the close of the period for which the premium is paid; or
- (b) the Policy Expiration Date.

**RIGHT OF SUBROGATION:** If We provide payment for benefits to an Insured in an amount greater than \$100.00, We will be subrogated to the Insured's rights of recovery from any third party. We may require an assignment from the Insured of the Insured's right to recover to the extent of payments by Us, or for the reasonable value of benefits and services provided by Us. Our subrogation rights will be valid only if an Insured is fully compensated for the loss for which benefits are provided under this Policy.

Countersigned by:

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Licensed Resident Agent

# OVER-EXERTION BENEFIT ENDORSEMENT

This endorsement is made part of the policy to which it is attached.


The policy will provide, subject to its limitations and exclusions, benefits for physical conditions or aggravation of physical conditions existing prior to the date of coverage for conditions caused by prolonged over-exertion, or stress or strain. These types of conditions include, but are not limited to: tendonitis; bursitis; or shin splints.

Nothing contained in this endorsement shall be held to alter, extend, vary or waive any other terms of the Policy, except as stated above.

Signed for Columbian Life Insurance Company:



DANIEL J. FISCHER  
Secretary



THOMAS E. RATTMANN  
Chairman, President  
and Chief Executive Officer



# GENERAL ENDORSEMENT FOR ILLINOIS RESIDENTS

This Endorsement is made a part of the policy to which it is attached.

SECTION II - DEFINITIONS is revised as follows:

1. **Accident** means an unexpected and sudden event that is independent of disease or bodily infirmity.
3. The first paragraph of the definition of **Injury** is revised to read as follows:

**Injury** means an Injury directly caused by a specific Accident while Your coverage is in force. It results directly and independently of disease or bodily infirmity in loss covered by this Policy. The Accident must result in a loss beginning during the Insured's term of coverage under this Policy.

SECTION I(B) – EXCLUSIONS

In exclusion 3 the words “unless caused by an open cut or wound” are replaced by “except infections which result from an accidental Injury or infections which result from accidental, involuntary or an unintentional ingestion of a contaminated substance”.

SECTION IV – GENERAL POLICY PROVISIONS is revised as follows:

**TIME OF PAYMENT OF CLAIMS:** Benefits will be paid immediately upon receipt of written proof of Loss. All claims and indemnities payable under the terms of this Policy will be paid within 30 days following receipt by Us of due proof of Loss. Failure to pay benefits within such period will entitle the Insured to interest at the rate of 9% per annum from the 30th day after receipt of such information to the date of late payment. Interest amounting to less than \$1.00 will not be paid. We will notify you or your assignee of any known failure to provide sufficient documentation for a due proof of loss within 30 days after receipt of the claim. Any required interest payment will be made within 30 days after the claim payment.

**TIME LIMIT ON CERTAIN DEFENSES:** (a) After 2 years from the Policy Effective Date no misstatements, except false misstatements made by the applicant in the application, can be used to void the policy or to deny a claim for Loss incurred or disability (as defined in the Policy) commencing after the expiration of such two-year period.

(b) No claim for Loss incurred or disability (as defined in the Policy) commencing after 2 years from the Policy Effective Date will be reduced or denied on the grounds that a disease or physical condition not excluded from coverage by name or description effective on the date of loss had existed prior to the Policy Effective Date.

**CHANGE OF BENEFICIARY:** The right to change of beneficiary is reserved to You and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this Policy or to any change of beneficiary or beneficiaries, or to any other changes in this Policy.

SECTION IV - ADDITIONAL POLICY PROVISIONS is revised as follows:

The **RIGHT OF SUBROGATION** provision is replaced with the following:

**RIGHT OF REIMBURSEMENT:** If an Insured incurs expenses for Sickness or Injury that occurred due to the negligence of a third party: (a) We have the right to reimbursement for all benefits We paid from any and all damages collected from the third party for those same expenses whether by action at law, settlement or compromise, by the Insured, the Insured's parents, if the Insured is a minor or the Insured's legal representative as a result of that Sickness or Injury; and (b) We are assigned the right to recover from the third party, or his or her insurer, to the extent of the benefits We paid for that Sickness or Injury.

We shall have the right to first reimbursement out of all funds the Insured, the Insured's parents, if the Insured is a minor, or the Insured's legal representative, is or was able to obtain for the same expenses We paid as a result of that Sickness or Injury.

You are required to furnish any information or assistance or provide any documents that We may reasonably require in order to obtain Our rights under this provision. This provision applies whether or not the third party admits liability.

**EXCESS PROVISION:** If the Premium for the coverage provided is paid entirely, or in part by You and if there is Other Valid Coverage, not with Us, providing benefits for the same Loss on a provision of service basis or on an expense incurred basis, Benefits for Eligible Expenses:

- a. for the first \$100, will be paid to You, subject to the Payment of Claims provision;
- b. in excess of \$100, will be paid first by such other company or service plan.

If the Premium for the coverage provided is paid entirely by the Policyholder, and if there is Other Valid Coverage, not with Us, providing Benefits for the same Loss on a provision of service basis or on an expense incurred basis, Benefits for Eligible Expenses will be paid first by such other company or service plan.

Nothing contained in this endorsement shall be held to alter, extend, vary or waive any other terms of the Policy, except as stated above. All such other terms of the Policy apply.

Signed for Columbian Life Insurance Company.



DANIEL J. FISCHER  
Secretary



THOMAS E. RATTMANN  
Chairman, President  
and Chief Executive Officer