
POLICY NAME: HIV or Hepatitis Occupational or Assigned Duties Accident Benefit

Responsible Party: Office of Student Affairs

Applies To CMED: Faculty Students Residents Staff Administration

Approval Date: 7/26/2016 Curriculum Committee

Policy Procedure

POLICY:

The Company will pay \$25,000, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss during the performance of Occupational or Assigned Duties and result in the Insured Person acquiring and testing positive for Human Immunodeficiency Virus (HIV) antibodies within one year of the Covered Loss.

In order to receive this benefit, the Insured Person must satisfy all of the following:

submit an injury report to his Employer, including any report required for purposes of any applicable Workers' Compensation Law, within 48 hours of a Covered Loss that occurs during the performance of Occupational or Assigned Duties; test negative for Human Immunodeficiency Virus (HIV) antibodies within 48 hours of such Covered Loss; test positive for Human Immunodeficiency Virus (HIV) antibodies in a subsequent Blood Test within one year of the date of the Covered Loss.

Definitions for purposes of this benefit:

Occupational Duties means the performance of duties that are:

1. Normally performed on behalf of the Policyholder, Subscriber; and
2. Assisting, caring for or otherwise involved with, sick or injured persons. Or

Assigned Duties means performance of duties, whether for pay or on a volunteer basis, that are:

1. Assigned by the Policyholder; and
2. Assisting, caring for or otherwise involved with, sick or injured persons.

HIV means Human Immunodeficiency Virus, a virus that infects lymphocytes and other cells bearing the CD4 marker, the initial Infection of which is known as acute retro viral syndrome.

Blood Test means a positive (reactive) Enzyme-linked Immunosorbent Assay (ELISA) test, confirmed by the Western Blot Test, or other tests that may be approved by the Centers for Disease Control and Prevention and accepted by the Company.

Hepatitis Occupational or Assigned Duties Accident Benefit:

The Company will pay \$25,000, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss. Such Covered Loss must occur during the performance of Occupational or Assigned Duties and result in the Insured Person acquiring and testing positive for Hepatitis B, Hepatitis C, and Hepatitis D within 270 days of the date of an Occupational Assigned Duties Incident. The benefit is payable if, within 48 hours of the Covered Loss, the Insured Person: 1) reports the Covered Loss to The Company and the Policyholder in writing; and 2) undergoes a Food and Drug Administration (FDA) approved preliminary screening test for Hepatitis which indicates negativity with respect to the presence of any antibodies or antigens to such disease. The Company must receive written notification of the test results, from the laboratory that performed the test, as soon as reasonably possible.

If the Insured Person tests positive for HIV and Hepatitis B, C or D as a result of the same Covered Loss, only one benefit amount, the largest, will be paid.

The Company will not pay for any expenses incurred for testing.

Definitions For purposes of this benefit:

Occupational Duties means the performance of duties that are:

1. Normally performed on behalf of the Policyholder; and
2. Assisting, caring for or otherwise involved with, sick or injured persons. Or

Assigned Duties means performance of duties, whether for pay or on a volunteer basis, that are:

1. Assigned by the Policyholder; and
2. Assisting, caring for or otherwise involved with, sick or injured persons.

Hepatitis means viral hepatitis B, C, and D and does not include Hepatitis A or Hepatitis E.

EXCLUSIONS

In addition to any benefit or coverage specific exclusion, benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the Benefits Section or Covered Conditions:

1. Intentionally self-inflicted injury, suicide, auto-eroticism or any attempt while sane or insane;
2. Commission or attempt to commit a felony or an assault;
3. Commission of or active participation in a riot or insurrection;
4. Declared or undeclared war or act of war or any act of declared or undeclared war unless specifically provided by this Policy;
5. Release, whether or not accidental, or by any person unlawfully or intentionally, of nuclear energy or radiation, including sickness or disease resulting from such release;
6. A Covered Loss that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, the Company will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;
7. Travel or activity outside the contiguous United States;
8. Flight in, boarding or alighting from, an Aircraft or any craft designed to fly above the Earth's surface:
 - a. Except as a fare-paying passenger on a regularly scheduled commercial airline;
 - b. Being flown by the Insured Person or in which the Insured Person is a member of the crew;
 - c. Being used for:
 - i. Crop dusting, spraying or seeding, giving and receiving flying instruction, firefighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or

- i. ii. Any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the Permit is required only because of the territory flown over or landed on);
 - d. Designed for flight above or beyond the earth's atmosphere;
 - e. Including an ultra-light or glider;
 - f. Being used for the purpose of parachuting or skydiving;
 - g. Being used by any military authority, except an Aircraft used by the air mobility command or its foreign equivalent;
- 9. Travel in any Aircraft owned, leased or controlled by the Policyholder or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
- 10. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, including exposure, whether or not accidental, to viral, bacterial or chemical agents whether the loss results directly or non-directly from the treatment except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
- 11. Medical or surgical treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence, including Malpractice unless it occurs during treatment of injuries sustained in a Covered Injury;
- 12. A cardiovascular, event or stroke resulting, directly and independently of all other causes, from exertion, as verified by a Physician, while the Insured Person participates in a Covered Activity;
- 13. Voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
- 14. The Insured Person's intoxication. The Insured Person is conclusively deemed to be intoxicated if the level in his blood exceeds the amount at which a person is presumed, under the law of the locale in which the accident occurred, to be under the influence of alcohol if operating a motor vehicle, regardless of whether he is in fact operating a motor vehicle, when the injury occurs. An autopsy report from a licensed medical examiner, law enforcement officers report, or similar Items will be considered proof of the Insured Person's intoxication;

15. Travel in or on any on-road and off-road motorized vehicle except a golf cart or other vehicle we specifically agree to cover, that does not require licensing as a motor vehicle;
16. Participation in any motorized race or contest of speed;
17. An accident if the Insured Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless: (a) the Insured Person holds a valid learners permit and (b) the Insured Person is receiving instruction from a driver's education instructor;
18. Injuries compensable under Workers' Compensation law or any similar law;
19. Participation in any sports activity not specifically authorized, sponsored and supervised by the Policyholder whether or not it takes place on Policyholder premises or during a Covered Activity, Including but not limited to snowboarding, skateboarding, motorcycle racing, racing rocket-powered, jet propelled or nuclear-powered vehicles;
20. Participation In any team sport or any other athletic activity, except participation in a Covered Activity.

In addition, benefits will not be paid for services or treatment rendered by any person who is:

1. Employed or retained by the Policyholder;
2. Living in the Insured Person's household;
3. An Immediate Family Member including Eligible Domestic Partner of either the Insured Person or the Insured Person's spouse;
4. The Insured Person.

The College of Medicine and CMU Partners reserve the right to make exceptions, modify or eliminate this policy and or its content. This document supersedes all previous policies, procedures or guidelines relative to this subject.

History	
2/17/2016	Initial approval by Curriculum Committee
7/26/2016	Reviewed and approved by Curriculum Committee