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**PLAN DOCUMENT AND  
SUMMARY PLAN DESCRIPTION  
FOR**

**STANDARD HEALTH INSURANCE CONTRACT (SHIC) PLAN  
Effective March 1, 2013**

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**GENERAL PLAN INFORMATION**

**TYPE OF ADMINISTRATION:** The Plan is a Health Insurance Plan.

**PLAN NAME:** Standard Health Insurance Contract (SHIC)

**PLAN EFFECTIVE DATE:** March 1, 2013

**PLAN ADMINISTRATOR:**

Cayman Islands National Insurance Company Ltd. ("CINICO")  
Cayman Centre 1<sup>st</sup> Floor  
P.O. Box 10112  
Grand Cayman KY1-1001  
Cayman Islands

**DISCLOSURE OF PLAN DOCUMENT:**

Once signed, this Plan Document should be made available on the CINICO website and will be disclosed under the Freedom of Information Act.

Signed by:

Chief Executive Officer on behalf of CINICO
Date:

## **(A) INTRODUCTION**

This document is the description of the Standard Health Insurance Contract (SHIC) Plan. It summarizes the rights and benefits for eligible enrollees of the plan and their dependent(s).

Coverage under the Plan will take effect for the Policyholder and their eligible dependent(s), when they satisfy all of the Plan's eligibility and enrollment requirements.

Failure to follow the eligibility and enrollment requirements of the Plan may result in delays to coverage or non-provision of the coverage. Reimbursement from the Plan can be reduced or denied because of certain provisions in the Plan, such as coordination of benefits, Subrogation, exclusions, lack of Medical Necessity, lack of timely filing of claims or lack of coverage. These provisions are summarized in the Plan.

The Plan will pay benefits only for the expenses incurred while the Plan Participant is eligible. No benefits are payable for expenses incurred before coverage begins or after coverage terminates. An expense for a service or supply is incurred on the date the service or supply is furnished.

The terms and benefits outlined in Standard Health Insurance Contract (SHIC) Plan are subject to the Health Insurance Act (as Revised) and the Health Insurance Regulations (as Revised).


If the Plan is terminated, amended, or benefits eliminated, the rights of the Plan Participants are limited to coverage charges incurred before the effective date of termination, amendment or elimination.

The premium for each month is due on the first of that month, Premiums which are 30 days or more in arrears will result in the contract being lapsed on the last day of the month for which premiums were fully paid.

This plan may be terminated by the Policyholder or by CINICO based on the terms outlined in this Plan Document.

Services will be covered according to the Schedule of Benefits up to a Lifetime maximum.

**(B) SCHEDULE OF BENEFITS**

	The SHIC (2013) Plan became effective March 1 <sup>st</sup> .2013 with the Legislation of the Health Insurance (Amendment) Regulations 2012.
	<b>PLAN DETAILS</b>
<b>Description</b>	<b>STANDARD HEALTH INSURANCE CONTRACT (SHIC)</b>
<b>MAXIMUM LIFETIME BENEFIT AMOUNT</b>	\$1,000,000 Cayman Islands Dollars
<b>MAXIMUM CALENDAR YEAR</b>	\$100,000 Cayman Islands Dollars
<b>COINSURANCE</b>	20% up to the first \$5,000
<b>DEDUCTIBLE</b>	None
<b>OUT-OF-POCKET (OOP)</b>	\$1,000 Max. OOP after which CINICO will pay all Inpatient and Ambulatory benefits up to the maximum.
<b>COVERED CHARGES</b>	
<b>All covered expenses are paid in accordance to the S.H.I.F. schedule or a CINICO negotiated rate.</b>	
<b>Emergency Medical Services (including medication, drugs, and ground ambulance for "threat to life or limb", sudden onset conditions)</b>	100% up to \$4,000 per policy year
<b>Air Ambulance</b> Air Ambulance for "life or limb" threatening emergency. Medical Airfare for "life or limb".	100% up to \$15,000 per policy year
<b>Prescription Drugs: Including contraceptives and contraceptive devices available by prescription only.</b>	80% up to \$400 (CIHSA, Local Providers and Overseas Providers with Chief Medical Officer – CMO approval)
<b>Doctors Office Visits and other Physician fees including office procedures.</b> <b>Diagnostics including Radiological/Laboratory, Physiotherapy</b>	80% up to \$400 (CIHSA, Local Providers and Overseas Providers with Chief Medical Officer – CMO approval)
<b>Wellness Benefits, Routine Physicals, Annual Exams, Wellness Services, Well Child Care, Nutrition counselling with physician (Referral required), One Dental Examination/Check-up and Prophylaxis annually.</b>	80% within the \$200 policy year maximum for wellness services
<b>In-patient Hospital Care (including Physician, Specialist, Surgical services, Medications &amp; Drugs, (Nursing Care, Accommodation &amp; Meals in a semi-private room max of 30 days)</b>  <b>Out-patient Surgery in an ambulatory Surgical Center or Hospital</b>  <b>Chemotherapy or Radiation Therapy (in-patient or out-patient)</b>  <b>Maternity – Labour and delivery, major maternity procedure and hospitalization</b>  <b>Post-Natal (Newborn Care) First 30 Days</b>	80% to coinsurance maximum, then 100% to the Individual Annual Maximum
<b>Haemodialysis</b>	100% to \$100,000 per year
<b>Mental Health – In-patient Benefits</b>	80% to coinsurance maximum, then 100% up to \$25,000 per lifetime
<b>Maternity Care - Prenatal</b>	80% within the \$500 per pregnancy
<b>Repatriation of Remains</b>	\$2,000
<b>IMPORTANT CONDITIONS &amp; NOTES OF COVERAGE</b>	
A. Emergency means a sudden or unexpected occurrence or event causing a threat to life or limb.	
B. All Non-CIHSA emergency admissions must be certified by contacting CINICO within 48 hours from the date of service.	
C. IN NETWORK: Cayman Islands Health Services Authority (CIHSA) <b>OR</b> LOCAL OVERSEAS PROVIDER <b>WITH</b> Chief Medical Officer (CMO) approval, will be covered where medically necessary in accordance with the benefit plan.	
D. OUT OF NETWORK: Any LOCAL &/or OVERSEAS Care, <b>WITHOUT</b> CMO approval with NOT be covered under this plan.	

## (C) DEFINED TERMS

The following terms have special meanings in the Plan and when used will be capitalized.

**Ambulatory Surgical Center** is a licensed facility that is used mainly for performing Outpatient surgery, has a staff of Physicians, has continuous Physician and nursing care by Registered Nurses (R.N.s) and does not provide for overnight stays.

**Appeals Committee** means a committee convened to decide the outcome of appeals regarding medical coverage as well as to make a determination on non-standard eligibility cases. It is comprised of the Chief Medical Officer, the Chief Dental Officer, the Medical Officer of Health, a qualified member of CINICO's Board, CINICO's CEO, and CINICO's Medical Case Manager or their designated representatives.

**Child** means a person who is under the age of 18, or over the age of 18 and under the age of 23 and is a full-time student in an accredited school, and who:

- (a) is the offspring of the Primary Plan Participant or the spouse of the Primary Plan Participant, or
- (b) has been treated as a child of the family, including a step child, an adopted or foster child;

**Chronic Illness Management** is a system of coordinated health care interventions and communications for populations with conditions where patient self-care efforts are significant. It is the process of improving quality of life through the prevention/minimization of the effects of a disease/chronic condition, through integrative care.

**CDO** means the Chief Dental Officer of the Cayman Islands.

**CMO** means the Chief Medical Officer of the Cayman Islands.

**Cosmetic Surgery** means surgery performed primarily to improve a person's physical appearance or to restore normal state through change in the body's appearance, other than surgery for the repair or treatment of an injury or a congenital bodily defect to restore bodily functions.

**Custodial Care** is care that is given to assist in daily activities (including personal hygiene) and can, according to generally accepted medical standards, be performed by persons who have no medical training. This care includes the room and board needed to provide such care. Examples of Custodial Care include assistance with walking, getting out of bed, bathing, dressing and/or feeding, and supervision of medication which could normally be self-administered.

**Dentist** is a person who is properly trained and licensed to practice dentistry and who is practicing within the scope of such license.

**Dependent** means, in relation to the Primary Participant, their spouse or civil partner, their child, or any dependent offspring.

**Dependent Offspring** means, in relation to the Primary Plan Participant

- (a) their child: or

- (b) an individual who is eighteen years of age or over and who for medical or physical reasons is dependent on the Primary Plan Participant for shelter or care (whether or not the individual is financially independent), or
- (c) an individual who is eighteen years of age or over but under thirty years of age and who, for financial reasons, is dependent on the Primary Plan Participant for shelter or care;

but "dependent offspring" does not include a grandchild of the Primary Plan Participant, unless the grandchild has been adopted by, or is the foster child of the Primary Plan Participant.

**Durable Medical Equipment (DME)** means equipment which (a) can withstand repeated use, (b) is primarily and customarily used to serve a medical purpose, and (c) is generally not useful to a person in the absence of an illness or injury. This definition may be extended to include a limited number of disposable items required for chronic illness or injury as specifically approved by CINICO.

**Employee** means any individual who enters into or works under contract of employment with an employer whether the contract be oral or written, express or implied, and the term includes a person whose services have been interrupted by suspension of work during a period of leave or temporary lay-off, as defined by the Health Insurance Act (as Revised).

**Employer** means any person who has entered into a contract of employment with an employee, and includes any agent, representative or manager of such person who is placed in authority over an employee, as defined by the Health Insurance Act (as Revised).

**Enrollment Date** is the first day of coverage under the Plan.

**Experimental and/or Investigational** means services, supplies, care and treatment which do not constitute accepted medical practice within the range of appropriate standards of a reasonably substantial, qualified, responsible, relevant segment of the medical and dental community or government oversight agencies - at the time the services were rendered.

**Family Unit** is the covered Employee or Plan Participant and the family members covered as Dependent(s) under the Plan.

**Hospital** is an institution providing medical and surgical treatment and nursing care for sick or injured persons. It maintains diagnostic and therapeutic facilities on the premises for surgical and medical diagnosis and treatment of sick and injured persons by or under the supervision of a staff of Physicians. It continuously provides nursing services by or under the supervision of Registered Nurses (R.N.s) and is operated continuously with organized facilities for operative surgery on the premises.

The definition of "Hospital" shall be expanded to include the following:

- A facility licensed as a Psychiatric Hospital or residential treatment facility for mental health in the jurisdiction in which it operates.
- A facility operating primarily for the treatment of Substance Abuse if it meets these tests: maintains permanent and full-time facilities for bed care and full-time confinement; has a Physician in regular attendance; continuously provides nursing service by a Registered Nurse (R.N.); has a full-time Psychiatrist or Psychologist on the staff; and is primarily

engaged in providing diagnostic and therapeutic services and facilities for treatment of Substance Abuse.

**Illness** means a bodily disorder, disease, physical Sickness or Mental Disorder. This definition is extended to include Maternity Care.

**Illegal Act** shall mean an act which is in violation of the laws of the Cayman Islands or of any other jurisdiction in which such act is committed.

**Injury** means any wound, trauma, damage, shock or other physical damage or pain that is inflicted on the body and produced by a sudden physical event such as any violence, fall, collision, laceration, fracture, blow or accident or by an external physical cause, such as burn injury, drowning, poisoning or other toxin.

**Lifetime** is the period of time a Plan Participant is covered under the Plan.

**Maternity Care** means any medical services related to prenatal care, labor and delivery as well as postpartum care and treatment of complications.

**Medical Care Facility** means a Hospital, a facility that treats one or more specific ailments or any type of Skilled Nursing Facility.

**Medical Emergency** means a sudden onset of a condition with acute symptoms requiring immediate medical care. This includes such conditions as heart attacks, cardiovascular event, poisonings, loss of consciousness, difficulty breathing, convulsions or other such acute medical conditions which pose a risk to a person's life or long-term health.

**Medically Necessary** in relation to treatment, medicine or other supply, means treatment, medicine or other supply which is- (a) appropriate to the diagnosis or treatment of the insured's Illness; (b) consistent with accepted medical or professional standards of practice; (c) not primarily for the personal comfort or convenience of the insured, his family, his physician or other health provider; and (d) the most appropriate level of treatment or medicine that can safely be provided to the insured and which, in the case of inpatient care, cannot be provided safely on an out-patient basis. The approval of the Chief Medical Officer, Chief Dental Officer, or CINICO, of Medically Necessary care and treatment is valid for 90 days from the date the referral is made or such other period approved by CINICO.

**Mental Disorder** means any disease or condition (regardless of whether the cause is organic) that is classified as a Mental Disorder in the current edition of International Classification of Diseases published by the U.S. Department of Health and Human Services, or is listed in the current edition of Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association.

**Negotiated Rate** is a predetermined fee derived from and agreed upon by CINICO and the Provider.

**Obesity** is defined as a Body Mass Index (BMI) of 30 and above, or 20% to 30% above the "ideal" body weight according to the standard life insurance tables.

**Outpatient Care and/or Services** is treatment (including services, supplies and medicines) provided and used at a Hospital under the direction of a Physician, to a person not admitted as a registered bed patient. This can also include services rendered in a Physician's office,



laboratory or X-ray (or other scanning) facility, an Ambulatory Surgical Center, or within the patient's home.

**Physician** means a Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Podiatry (D.P.M.), Doctor of Chiropractic (D.C.), Audiologist, Certified Nurse Anesthetist, Licensed Professional Counselor, Licensed Professional Physical Therapist, Medical Social Worker, Midwife, Occupational Therapist, Physiotherapist, Psychiatrist, Psychologist, Speech Language Pathologist and any other practitioner of the healing arts who is registered and regulated by a government agency (or the responsible Health Practitioners Council [Board] if practicing in the Cayman Islands), and is acting within the scope of his or her license.

**Plan** means this document in which the details of the Plan are outlined. Reference will also be made to 'the Plan' and 'this Plan'.

**Plan Participant** is a person approved by CINICO for coverage under this plan.

**Precertification** means the utilization review process to determine whether the requested service, procedure, Prescription Drug or Durable Medical Equipment is Medically Necessary.

**Pre-existing Conditions** means a medical condition known to the compulsory insured person prior to the date of a health insurance contract or a medical condition for which treatment was given or recommended or drugs taken or prescribed or of which symptoms were or had been manifest during the period of twelve months prior to the date of the health insurance contract and of which the compulsorily insured person should have been aware.

**Prescription Drugs** are any pharmaceutical drug which requires a medical prescription by a licensed Physician, and which must be dispensed by a licensed Physician or Pharmacist for the treatment of a medical condition. This definition does not include any medication prescribed by a registered Physician which is available over the counter or off the shelf and can be obtained without a prescription.

**Provider Network** is a collection of medical practitioners, Hospitals and other providers of medical or dental care who have contracted with CINICO to provide care to our members.

**Recovery** means monies paid to the Plan Participant by way of judgment, settlement, or otherwise to compensate for all losses caused by the Injuries or Sickness whether or not said losses reflect health care charges covered by the Plan. Recoveries further includes, but is not limited to, recoveries for medical or dental expenses, attorneys' fees, costs and expenses, pain and suffering, loss of consortium, wrongful death, lost wages and any other Recovery of any form of damages or compensation whatsoever.

**Refund** means repayment to the Plan for health care benefits that it has paid toward care and treatment of the Injury or Sickness.

**Sickness** is a person's illness or disease.

**Skilled Nursing Facility** is a facility that fully meets all of these tests:

1. It is licensed to provide professional nursing services on an inpatient basis to persons convalescing from Injury or Sickness. The service must be rendered by a Registered Nurse (R.N.) or by a Licensed Practical Nurse (L.P.N.) under the direction of a Registered Nurse.

Services to help restore patients to self-care in essential daily living activities must be provided; and

2. Its services are provided for compensation and under the full-time supervision of a Physician; and
3. It provides 24 hour nursing services by licensed nurses, under the direction of a full-time Registered Nurse (R.N.); and
4. It maintains a complete medical record on each patient; and
5. It is not, other than incidentally, a place for rest for the aged, drug addicts, alcoholics, mentally challenged, **Custodial Care** or educational care or a place for the care of Mental Disorders.

The term Skilled Nursing Facility may also include a facility referred to as an extended care facility, convalescent nursing home, rehabilitation Hospital, long-term acute care facility or any other similar nomenclature.

The term also applies to a facility referring to itself as an extended care facility, convalescent nursing home, rehabilitation Hospital, long-term acute care facility or any other similar nomenclature.

**Stem-Cell Therapy** is the use of stem cells to treat or prevent a disease or condition.

**Subrogation** means CINICO's right to pursue and lien upon the Covered Person's claims for medical or dental charges against another person.

**Substance Abuse** is regular excessive compulsive drinking of alcohol and/or physical habitual dependence on drugs. This does not include dependence on tobacco and ordinary caffeine-containing drinks.

**Third Party** means any person or group other than the parties to this Agreement.

**Timely Filing** means that any claim is required to be received by CINICO no later than 180 days after the date of service.

**Wellness Care** means a routine medical visit for screenings, check-ups and patient counseling to prevent illness, disease, or other health problems, and does not include treatment of an illness or disease.

## (D) ELIGIBILITY

### **PLAN PARTICIPANT**

You are eligible for coverage under the Plan providing that you are a legal resident, which means a Caymanian or person entitled to reside in the Islands in accordance with the Immigration (Transition) Act (as Revised).

#### **New Plan Participants**

1. All proposed Participants must submit a fully completed application form, as well as any other information to CINICO.
2. CINICO will assess the application form and any other information, and a decision will be made as to whether the proposed Participant will be accepted for coverage.
3. CINICO will advise the proposed Primary Plan Participant of their decision.

4. The proposed Plan Participant will then be required to pay the proposed premium within 30 days in order to bind coverage. All coverage will be effective from the first day of the month within the 30 day period.
5. Upon receipt of the binding payment, CINICO will produce and distribute CINICO cards for the Plan Participants.

### **Existing Plan Participants**

Plan Participants must notify CINICO immediately of changes to their circumstance or that of their Dependents impacting eligibility for Plan benefits.

### **ELIGIBLE DEPENDENT(S)**

Coverage under the Plan is available to your eligible dependent(s), provided that your eligible dependants have legal residence in the Cayman Islands as defined in the Immigration (Transition) Act (as Revised).

Upon submission of your duly completed SHIC Health Insurance Application, proof of your eligible dependent(s)' relationship will need to be provided. This should include your Marriage Certificate, Birth Certificate, Adoption Certificate or other forms of lawful documentation.

Coverage is available for an eligible dependent who is age eighteen years of age or over and who for medical or physical reasons is dependent on the insured person for shelter or care (whether or not the individual is financially dependent).

Coverage is available for an eligible dependent who is eighteen years of age or over but under thirty years of age and who, for financial reasons, is dependent on the insured person for shelter or care.

### **Dependent Offspring of Existing Plan Participants**

1. The Primary Plan Participant must provide an affidavit attesting that the child is financially dependent on the Primary Plan Participant.
2. If the child is not already covered as an existing dependent of the Primary Plan Participant, the child will be treated as a New Plan Participant as outlined under the New Plan Participant heading.

### **PORTABILITY PROVISION**

As defined in the Health Insurance Act (as Revised) and the Health Insurance Regulations (as Revised), if you or your eligible dependent(s) were continuously covered by an approved insurer for a continuous period of not less than twelve months with no breaks in cover exceeding three months in the aggregate, then with respect to any medical condition(s) in relation to you or your eligible dependent(s), the insurance cover provided will not contain any exclusions or limitations of cover that were not specified by the previous approved insurer.

### **EFFECTIVE DATE OF COVERAGE**

Coverage for you and your eligible dependent(s) will take effect, provided that you have submitted a duly completed Health Insurance Application to us satisfying the eligibility requirements outlined above and we provide our written consent to cover being extended to you and your eligible dependent(s).

For eligible dependent(s) not included on your Health Insurance Application, cover will become effective only when we receive written notification of your request for cover, accompanied by a duly completed Health Insurance Application and the supporting proof of the eligible dependent(s) relationship as outlined above. The effective date will be specified by us in writing.

### **TERMINATION OF COVERAGE**

The cover for you or your eligible dependent(s) will terminate –

1. On the last day of the month for which premiums were fully paid.
2. When your lifetime maximum is reached.
3. When we learn that the contract was obtained –
  - a. by non-disclosure of a material fact; or
  - b. by representation of a fact that was false in some material particular
4. When your employer has given written notice to us that –
  - a. a new contract of health insurance has been effective with an approved insurer; or
  - b. your employer's business has been taken over by or amalgamated with another employer.
5. On the first day of the month following the date of termination of your employment. If you do not become compulsory insured with any other employer, cover under the contract may continue for a period of three months from the date of termination of employment or until you become employed, whichever is earlier. You will be liable to pay the total costs of premiums in this regard.
6. The date you or your eligible dependent(s) are no longer legal residents in the Cayman Islands as defined by the Immigration (Transition) Act (as Revised).

In addition to the above terms, termination for your eligible dependent(s) will occur when –

1. an eligible dependent becomes covered as an employee on any other plan.
2. you fail to make any required contribution for your eligible dependent(s).
3. such person is no longer defined as an eligible dependent.
4. your cover terminates.
5. your spouse ceases to be your spouse.

This Plan may be terminated by CINICO, following written notice of six months.

## (E) MEDICAL CARE BENEFITS

### **Medical Benefits**

All benefits described in the Schedule of Benefits are subject to the exclusions and limitations described more fully herein. Many of the terms referred to are capitalized and defined within the Defined Terms section of this document. Medical Benefits apply to Plan Participants under this Plan.

### **Benefit Payments**

Benefits will be paid for the covered charges of a Plan Participant. Payments will be made at the rates shown under reimbursement rate in the Schedule of Benefits of the Plan. No benefits will be paid in excess of the Maximum Benefit Amount or any listed limit of the Plan. All amounts are in Cayman Islands Dollars.

### **Maximum Benefit Amounts**

The Maximum Benefit Amount is shown in the Schedule of Benefits.

### **Covered Charges**

Charges are subject to the benefit limits, exclusions and other provisions of this Plan. A charge is incurred on the date that the service or supply is performed or furnished. In respect of services not listed in the Schedule of Benefits or in the list of exclusions, contact should be made by the Plan Participant or Plan Administrator.

1. **Hospital Care.** The medical services and supplies furnished by a Hospital or Ambulatory Surgical Center, including services for a Hospital Emergency Room or Medical Care Facility. Covered charges for semi-private room and board will payable as shown in the Schedule of Benefits of the Plan. After 23 observation hours, a confinement will be considered on inpatient confinement.
2. **Maternity Care.** The charges for Maternity Care which are covered are outlined on the Schedule of Benefits.
3. **Physician Care.** The professional services of a Physician for surgical or medical services.
4. **Other Medical Services and Supplies.** Services and supplies not otherwise included in the items above are covered as follows. This is not an exclusive list and the decision of the Chief Medical Officer will be obtained on services not referred to here:
  - a. Land or air ambulance service.
  - b. **Anesthetic;** oxygen; blood and blood derivatives that are not donated or replaced; intravenous injections and solutions. Administration of these items is included.
  - c. **Radiation** or **chemotherapy** and treatment with radioactive substances. The materials and services of technicians are included.
  - d. Charges for **Immunizations** not otherwise covered by the Cayman Islands government.

- e. **Laboratory work.**
- f. Treatment of **Mental Disorders.** Covered charges for care, supplies and treatment of Mental Disorders are limited to In-Patient Benefits only.
- g. **Dental** check-up and prophylaxis every twelve months.
- h. **Injury to or care of mouth, teeth and gums and alveolar processes.** Charges for injury to or care of the mouth, teeth and gums and alveolar processes will be covered charges under the Medical Benefits, only if the care is for the following oral surgical procedures:
  - i. Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
  - ii. Emergency repair due to injury of sound natural teeth;
  - iii. Surgery needed to correct injuries to the jaws, cheeks, lips, tongue, floor and roof of mouth;
  - iv. Excision of benign bony growths of the jaw and hard palate;
  - v. External incision and drainage of cellulitis;
  - vi. Incision of sensory sinuses, salivary glands or ducts;
  - vii. Removal of impacted teeth;
  - viii. Reduction of dislocations and excision of Temporomandibular Joints (TMJs).
- i. Coverage for **Newborn Care.**
  - i. Charges for routine nursery care while the newborn remains inpatient after birth and includes room, board and other usual services for which a Hospital makes a charge.  
  
This coverage is only provided for the first 30 days after birth under the mother's coverage. If the mother is a Plan Participant and was covered under the Plan at the time of the birth; OR, if the newborn has been added to the Plan as a Plan Participant in their own right.
  - ii. Charges for routine Physician care. The benefit is limited to the fee schedule/Negotiated Rate charges made by the Physician for the newborn child while Hospital confined as a result of the child's birth.  
  
Charges for covered routine Physician care will be applied toward the Plan of the newborn child.
- j. **Nutritional Counselling.** When prescribed by a Physician relative to disease management. Services must be provided by a registered dietician.
- k. **Physical therapy** by a licensed Physical Therapist. The therapy must be in accordance with a Physician's medical assessment and approved treatment plan.

- l. **Prescription Drugs.** Any pharmaceutical drug which requires a medical prescription by a licensed Physician, and which must be dispensed by a licensed Physician or Pharmacist for the treatment of a medical condition. This does not include any medication prescribed by a registered Physician which is available over the counter or off the shelf and can be obtained without a prescription.
  
- m. **Reconstructive Surgery.** Correction of abnormal congenital conditions, reconstructive mammoplasties and other Medically Necessary procedures will be considered Covered Charges.

This mammoplasty coverage will include reimbursement for:

- (i) reconstruction of the breast on which a mastectomy has been performed,
- (ii) surgery and reconstruction of the breast to produce a symmetrical appearance, and
- (iii) coverage of prostheses and physical complications during all stages of mastectomy, including lymphedemas,

in a manner determined in consultation with the attending Physician and patient.

- n. **Repatriation of the Deceased.** In the event that a Plan Participant dies as the result of an emergency or while receiving covered treatment overseas, the costs incurred in repatriating the deceased to or within the Cayman Islands or, if recruited from overseas, the country of residence. This does not include funeral expenses.
  
- o. **Surgical dressing,** casts and other devices used in the reduction of fractures and dislocations.
  
- p. **Wellness Care.** Covered charges listed in the Schedule of Benefits are payable for routine Preventative Care, which is not for an illness or injury.
  
- q. Diagnostic **x-rays and other imaging services.**

## **NON-COVERED SERVICES**

**For all Medical Benefits shown in the Schedule of Benefits, a charge for the following is not covered:**

- (1) The treatment of any episode of illness or injury which occurred prior to the commencement of the standard health insurance contract, unless the episode of illness or injury or other **pre-existing condition** was fully disclosed.
  
- (2) Consultations in connection with, and treatment for, **infertility** including in-vitro fertilization, artificial insemination and other experimental services.
  
- (3) Consultations in connection with and treatment for, **sexual dysfunction or sex change** procedures.

- (4) **Sterilization.**
- (5) Treatment for any illness, caused by or injury sustained in a **war** (declared or undeclared) or while a person was in active military service in any country.
- (6) Treatment for injury sustained during **hazardous activities**, including hang-gliding, sky-diving, parachuting, ballooning, flight in ultra-light aircraft and non-certified scuba diving.
- (7) Treatment for **obesity or weight reduction.**
- (8) Treatment for illness or injury arising from or associated with **drug or alcohol abuse, self-inflicted injuries and sexually transmitted diseases.**
- (9) Treatment for any illness or injury arising from or connected with **Human Immunodeficiency Syndrome.**
- (10) Treatment which, in the opinion of a registered medical practitioner or health care facility, is not **medically necessary.**
- (11) The supply or fitting of **eyeglasses, contact lenses or hearing aids.**
- (12) **Marital counselling**, including therapy for marital difficulties and **family counselling.**
- (13) **Occupational therapy or speech therapy**, except where medically necessary.
- (14) Charges for –
  - (a) rest cures;
  - (b) custodial, hospice or geriatric care;
  - (c) periods of legally enforced quarantine or isolation; or
  - (d) services received in hydros, or nature clinics.
- (15) **Home Nursing.**
- (16) Services of an intern or resident doctor unless billed by a health care facility.
- (17) Services of an intern of **orthotic devices or appliances** except where those devices or appliances are required to be permanently fastened to an orthopaedic brace.
- (18) **Cosmetic surgery** unless deemed medically necessary by two independent registered medical practitioners.
- (19) Rental or purchase of **exercise equipment** or similar **non-medical equipment** and other items for personal comfort.



## (F) ADMINISTRATIVE PROCEDURES

### Claims Procedure

- The following documentation must be submitted in order to have a claim processed:
  - A completed claim form, available on the CINICO Website
  - A copy of the original invoice
  - Proof of payment of the invoice
  - Chief Medical Officer or Chief Dental Officer approval if appropriate
- Claims must be submitted to the local CINICO office within 180 days of the date the charges were incurred.
- CINICO will process the claim and distribute the payment or explanation of non-payment.
- Decisions on claims will be issued within 30 working days.
- Any denied claim (e.g. Timely Filing Issue, Non-covered benefit etc.) may be submitted to the Appeals Committee for review.

### Case Management Services

The following is the procedure which must be adhered to following an overseas referral. These procedures must be adhered to whether this Plan is considered the primary or secondary payer.

#### Overseas Referral Process

- (1) All overseas referrals must be approved by the Chief Medical Officer.
- (2) All overseas care must be pre-certified by CINICO.
- (3) Plan Participants are permitted to choose any facility for overseas care within the CINICO preferred Provider Network.
  - (a) If the facility of choice is outside of the CINICO Preferred Provider Network, the Plan Participant will be responsible for 20% of billed charges.

#### Non-Referred Emergency Overseas Medical Care

- (1) If the Plan Participant experience an emergency medical event while abroad, he/she should immediately attend the nearest Accident and Emergency Room.
- (2) Once the Plan Participant is stabilized and the acute medical event has been managed by the Accident and Emergency Room healthcare professionals, please contact the CINICO Medical Case Management Unit (MCMU) for retro-authorization of services within 5 business days:

**CINICO Medical Case Management Unit (MCMU)**  
**Tel: (345) 949 8101**  
**Email: CaseManagement@cinico.ky**

Please note that for overseas medical emergencies outside of the United States of America or Jamaica, the Plan Participant is required to pay out of pocket for the medical care and then claim for reimbursement as described in the "Claims Procedure" Section.

When submitting for reimbursement for overseas emergency services, the Plan Participant is required to submit the medical notes for the medical event along with the claim documentation.

## **COORDINATION OF BENEFITS**

Where a Plan Participant is covered under another health insurance plan, the Plan Participant must provide additional information, relating to themselves and their Dependent(s), to permit co-ordination of benefits. CINICO is to co-ordinate benefits to minimize costs to the Plan. Coordination of benefits allows multiple insurers to determine each other's share of the responsibility for the payment of a claim.

## **CLERICAL ERROR**

Any clerical error by the Plan Administrator or an agent of the Plan Administrator in keeping pertinent records or a delay in making any changes, will not invalidate coverage otherwise validly in force or continue coverage validly terminated. An equitable adjustment of contributions will be made when the error or delay is discovered.

Any under/over-payment occurring under the administration of this Plan will be resolved once the error has been identified.

## **LEGAL SECTION**

### **SUBROGATION AND THIRD PARTY RECOVERY**

**When this Provision Applies:** Where the Plan Participant incurs health care charges due to injuries caused by the act or omission of a Third Party, the Third Party or their insurer may be responsible for payment of those charges. In such circumstances, the Plan Participant may have a right to claim against that Third Party, or insurer, or both, for payment of the health care charges. Accepting benefits under the Plan for such incurred health care expenses automatically assigns to the Plan any rights the Plan Participant may have to recover payments from any Third Party or insurer. This Subrogation right allows CINICO to pursue any claim which the Plan Participant has against any Third Party, or insurer, whether or not the Plan Participant elects to pursue that claim. CINICO may make a claim directly against the Third Party or insurer, but should CINICO elect not to pursue a claim, CINICO has a lien on any amount recovered by the Plan Participant whether or not designated as payment for health care expenses. This lien shall remain in effect until CINICO is repaid in full.

The Plan Participant:

1. automatically assigns to CINICO his or her rights against any Third Party or insurer when this provision applies; and
2. shall repay to CINICO the benefits paid to him or her, or on his or her behalf, out of any Recovery made from the Third Party or insurer in respect of the specific coverage provided by CINICO.

**Amount Subject to Subrogation or Refund:** The Plan Participant agrees to recognize CINICO's right to Subrogation and reimbursement. These rights provide CINICO with a 100%, first dollar priority over any and all recoveries and funds paid by a Third Party to a Plan Participant relative to Injury or Sickness for which the Third Party or insurer is responsible to pay. These rights include a priority over any claim for health care charges, attorney fees, or other costs and expenses. Accepting benefits under the Plan for incurred medical or dental expenses automatically assigns to CINICO any and all rights the Plan Participant may have to recover payments from any Responsible Third Party.

Notwithstanding its priority to funds, CINICO's Subrogation and Refund rights, as well as the rights assigned to it, are limited to the extent to which CINICO has made, or will make, payments for health care charges as well as any costs and fees associated with the enforcement of its rights under the Plan. CINICO reserves the right to be reimbursed for its court costs and attorneys' fees if CINICO is required to file suit in order to recover payment for medical or dental expenses recovered by a Plan Participant from a Third Party or insurer and not thereafter repaid to CINICO in accordance with these provisions.

For the avoidance of doubt, the Plan Participant (a) shall not be liable to repay CINICO any amount in excess of the amount, if any, recovered by the Plan Participant from the Third Party or insurer; and (b) shall not be liable to repay CINICO for any amounts recovered from the Third Party or insurer that are not directly related to the specific coverage provided by the Plan.

When a right of Recovery exists, the Plan Participant will execute and deliver all required instruments and papers as well as doing whatever else is needed to secure CINICO's right of Subrogation as a condition to having CINICO make payments. In addition, the Plan Participant will do nothing to prejudice the right of CINICO to subrogate.

**Conditions Precedent to Coverage:** CINICO shall have no obligation whatsoever to pay medical or dental benefits to a Plan Participant if a Plan Participant refuses to cooperate with CINICO's reimbursement and Subrogation rights or refuses to execute and deliver such papers as CINICO may require in furtherance of its reimbursement and Subrogation rights.

**Recovery from another plan under which the Plan Participant is covered** This right of Refund also applies when a Plan Participant recovers under an uninsured or underinsured motorist plan (which will be treated as Third Party coverage when reimbursement or Subrogation is in order), homeowner's plan, renter's plan, medical malpractice plan or any liability plan.

**Rights of Insurer** CINICO has a right to request reports on and approve of all settlements, provided that approval of any settlement in respect of benefits paid to or on behalf of any Plan Participant shall entitle CINICO to recover only the amount agreed. For the avoidance of doubt, CINICO shall hold the Plan Participant wholly exempt and fully indemnified in respect of any shortfall in the settlement Recovery against benefits it has paid to, or on behalf of, the Plan Participant.

**Notice of Other Coverage** As a condition of receiving benefits under this Plan, the Plan Participant must, as soon as reasonably possible, notify CINICO of:

1. Any legal action or claim against another party for a condition or Injury for which CINICO paid benefits; and the name and address of that party's insurance carrier.
2. The name and address of any insurance carrier providing any liability insurance under which the Plan Participant may be entitled to recover compensation.
3. The name and address of any other group insurance plan under which the Plan Participant is covered.

#### **FALSE OR MISLEADING STATEMENTS**

If any benefits under the plan are paid in error due to false or misleading statements knowingly and willfully made by the Plan Participant or any person on his behalf, CINICO shall be entitled to recover those amounts from the Plan Participant. CINICO reserves the right to be reimbursed for its court costs and attorneys' fees if it is required to file suit in order to secure repayment of such benefits erroneously paid.

## **REIMBURSEMENT/RECOVERY**

CINICO has the right to recover amounts it paid that exceed the amount for which it was liable. Such amounts may be recovered from the Plan Participant or any other payee, including a provider. Such amounts may also be deducted from future benefits of the Plan Participant or any of his or her dependents (even if the original payment was not made on that enrollee's behalf) when the future benefits would otherwise have been paid directly to the Plan Participant or to a provider that does not have a contract with CINICO.

Neither CINICO nor their Third Party Claims Administrator, nor their agents or employees shall be liable for any of the following:

1. Situations such as pandemic, epidemics, disasters, or other causes or conditions beyond their control that prevent Plan Participants from obtaining the benefits of this contract.
2. The quality of service or supplies received by Plan Participants since all those who provide care do so as independent contractors.
3. The regulation of the amounts charged by any provider outside of the CINICO Preferred Network, since all those who provide care do so as independent contractors.
4. Any fault, act, omission, negligence, misfeasance or malpractice on the part of any hospital, or other institution, any agent or employee thereof, or on the part of any physician, health care professional, pharmacist or other person participating in or having to do with the care or treatment of the Plan Participant.
5. Amounts in excess of the actual cost of services and supplies.
6. Amounts in excess of this Plan's maximums. This includes recovery under any claim of breach.
7. General damages including, without limitation, alleged pain, suffering or mental anguish.
8. Inaccurate and unapproved descriptive materials. The Plan Participant will indemnify, defend and hold CINICO harmless from any claims, damages, judgments and expenses (including attorney's fees) based on or arising out of, directly or indirectly, descriptive materials written, created, designed or printed by any third party when such descriptive materials are used without CINICO's prior review and written approval and inaccurately reflect any of the terms, conditions and/or provisions of this contract.

The term "descriptive materials" includes, without limitation any type of circular, leaflet, booklet, summary, handbook, letter or form that describes in whole or in part any of the terms, conditions and/or provisions of this contract.

## **WAIVER AND ESTOPPEL**

No term, condition or provision of the Plan shall be waived and there shall be no estoppel against the enforcement of any provision of the Plan, except by written direction of CINICO. Where such waiver has been granted by CINICO, such waiver shall not be deemed a continuing waiver unless specifically stated. Each waiver shall operate only as a specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

## **DISCLOSURE AND PRIVACY**

The enrollment application authorizes any provider to release information about the prospective enrollees that is required to process applications or claims to CINICO when requested. The enrollment application also authorizes any person or organization, including an insurance company, to release to CINICO any information that is or may reasonably be material to a claim for benefits under this Plan.

For the purposes of determining the applicability of and implementing the terms of this Plan or of any other Plan, CINICO may, without the consent of, or notice to, any person release to any individual, insurance company or other body corporate any information which CINICO deems necessary to be released for the purposes of reviewing, settling or adjudicating any claim for benefits under this Plan.

Benefits under this plan will not be provided if the Plan Participant does not permit access to material records or fails to furnish to CINICO such information as may be necessary to implement this provision.

CINICO shall not disclose personal information about the Plan Participant for any purpose other than that of carrying out the plan administration functions and as required by the laws of the Cayman Islands.

## **NATURE AND PROCESSING OF PERSONAL DATA**

The principal Plan Sponsor is required by law to provide health insurance for Employees and their Dependent(s). To enroll in the Plan, persons must provide Personal Data and other necessary information. The Plan Sponsor will collect, process and provide to CINICO Personal Data of Employees and their Dependent(s).

## **PAYMENTS OR NOTICES**

Payments or notices of any kind to Plan Participants, service providers or their legal representatives may be mailed to the address for that person last appearing on the records of CINICO. When such a notice is mailed by first class mail, it is deemed to have been:

- a. Duly delivered into the custody of postal officials on the date post marked; and
- b. Duly received by the addressee five (5) calendar days after being mailed.

When such a notice is delivered in person, it is deemed to have been received on the same day as delivery. Each Plan Participant must keep CINICO notified of his current address. If there is any doubt about the accuracy of an address, CINICO may give notice, by registered mail, to any such Plan Participant's last recorded address, that payments and other mail are being withheld pending receipt of a proper mailing address from that person.

## **ASSIGNMENT**

All rights to the benefits of this Plan are available only to Plan Participants. CINICO will not honour any attempted assignment, garnishment, attachment or transfer of any right of this Plan.

In accordance with the laws of the Cayman Islands in which the Plan Document was issued, CINICO may pay the benefits of this Plan to the employee, provider, other carrier, or other party legally entitled to such payment. Such payment will discharge CINICO's obligation to the extent of the amount paid so that CINICO will not be liable to anyone aggrieved by its choice of payee unless such payment is made in error or unless a competent Court orders otherwise.

**MODIFICATIONS**

Any changes to the Plan which purport to:

1. modify or otherwise affect the benefits, general limitations, exclusions, or other provisions of the Plan, or
2. increase, reduce, waive or void any coverages or benefits under the Plan,

must be agreed in writing by CINICO and the Plan Sponsor.

**GOVERNING LAW**

The Plan is construed and enforced in accordance with the laws of the Cayman Islands.