

# PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION FOR CAYMAN ISLANDS GOVERNMENT

GROUP 10000 CIVIL SERVANTS, PENSIONERS

Effective 1 September 2024



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## **GENERAL PLAN INFORMATION**

PLAN NAME: Cayman Islands Government Group 10000 Civil Servants, Pensioners.

**PLAN EFFECTIVE DATE:** March 1 2024

The Plan shall continue thereafter until terminated by either the PoCS or CINICO, following written notice of six months. The Plan shall be reviewed from time to time and revised, when necessary, by mutual agreement.

#### PLAN SPONSOR INFORMATION:

Cayman Islands Government

C/O Portfolio of the Civil Service

Government Administration Building

George Town

Grand Cayman, KY1-9000

#### PLAN ADMINISTRATOR:

Cayman Islands National Insurance Company Ltd. ("CINICO")

Cayman Centre 1st Floor

P.O. Box 10112

Grand Cayman KY1-1001

Cayman Islands

#### RESPONSIBLE PARTIES FOR CONTRACT AGREEMENT:

On behalf of PoCS
Gloria McField-Nixon
Chief Officer

**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.



## **INTRODUCTION**

This document is a description of the Cayman Islands Government Group 10000 Civil Servants, Pensioners (the Plan). It summarizes the rights and benefits for eligible Employees/Retirees and their Dependents.

Coverage under the Plan will take effect for an eligible Employee/Retiree and designated Dependents when they satisfy all of the Plan's eligibility and enrollment requirements.

Failure to follow the eligibility or enrollment requirements of the Plan may result in delays to coverage or non-provision of 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 summarised 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 only on the date the service or supply is furnished.

Either the Plan Sponsor or CINICO may change/amend any or all parts of the Plan (including benefit coverage, deductibles, maximums, exclusions, limitations, definitions and eligibility), subject to consultation with and the approval of the Portfolio of the Civil Service (PoCS) on behalf of the Cayman Islands Government, and CINICO.

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

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

Services will be covered according to the Schedule of Benefits of the Plan, up to a Lifetime maximum shown in the Schedule of Benefits.

Payment for services rendered which exceed the Lifetime maximum is an assumed risk of the Government entity through which the Plan Participant is eligible and all such charges must be covered by them.



## SCHEDULE OF BENEFITS

BENEFITS Services Authority) Overseas Providers without CMO Referral* Overseas Providers within CINICO Preferred Provider Network with CMO Referral	Overseas Providers with Referral outside CINICO Preferred Provider Network
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<sup>\*\*</sup> Maximum Lifetime Benefit Amount: CI \$5 Million

Covered Services: All Covered Expenses are payable subject to a fee schedule or negotiated rate

Hospital Services				
Room and Board	100% of the semi- private room rate	No coverage	100% of the semi- private room rate	80% of the first \$5,000, 100% of the next \$95,000, 80% thereafter.
Skilled Nursing Facility	100% of the facility's semi-private room rate	No coverage	100% of the facility's semi-private room rate	80% of the first \$5,000, 100% of the next \$95,000, 80% thereafter
Physician Services				
Inpatient visits	100%	No coverage	100%	80%
Office visits	100%	No coverage	100%	80%
Surgery	100%	No coverage	100%	80%
Allergy testing	100%	No coverage	100%	80%
Allergy serum & injections	100%	No coverage	100%	80%
Home Health Care	\$6000 maximum per month, in accordance with approved Home Health Care Plan	No coverage	No coverage	No coverage



MEDICAL CARE BENEFITS	In- Network (Health Services Authority)	On-Island or Overseas Providers without CMO Referral*	On-Island or Overseas Providers within CINICO Preferred Provider Network with CMO Referral	On-Island or Overseas Providers with Referral outside CINICO Preferred Provider Network
Prescription Drugs	100%	No coverage	100%	80%
Ambulance Service (Ground & Air)	100%	No coverage	100%	80%
Occupational Therapy	100%	No coverage	100%	80%
Speech Therapy	100%	No coverage	100%	80%
Physical Therapy	100%	No coverage	100%	80%
Durable Medical Equipment	100%	No coverage	100%	80%
Prosthetics	100%	No coverage	100%	80%
Orthotics	100%	No coverage	100%	80%
Spinal Manipulation/ Chiropractic	100% Maximum 20 visits per annum	No coverage	100% Maximum 20 visits per annum	80% Maximum 20 visits per annum
Acupuncture	100% Maximum 10 visits per annum	No coverage	100% Maximum 10 visits per annum	80% Maximum 10 visits per annum
Mental Disorders				
Inpatient	100%	No Coverage	100%	80%
Partial Hospitalization	100%	No Coverage	100%	80%
Outpatient	100%	No Coverage	100%	80%



MEDICAL CARE BENEFITS	In- Network (Health Services Authority)	On-Island or Overseas Providers without CMO Referral*	On-Island or Overseas Providers within CINICO Preferred Provider Network with CMO Referral	On-Island or Overseas Providers with Referral outside CINICO Preferred Provider Network
Substance Abuse-Inpatient Detoxification Services Only	100%	No Coverage	100%	80%
Wellness Care - Includes office visits, pap smear, mammogram, prostate screening, gynecological exam, routine physical examination, x-rays, laboratory blood tests and immunizations.				
Routine Well Adult Care	100%	No Coverage	100%	80%
Routine Well Newborn Care	100%	No Coverage	100%	80%
Routine Well Child Care	100%	No Coverage	100%	80%
Immunizations - Children to Adult	100%	No Coverage	100% as ordered by a physician	80% as ordered by a physician
Organ Transplants	100%	No Coverage	100%	80%
Maternity Care	100%	No Coverage	100%	80%

<sup>\*</sup>Overseas Medical Emergency Care only covered at 100%

<sup>\*\*</sup>Any benefit which exceeds the maximum lifetime benefit amount is an assumed risk of the Government Entity through which the Plan Participant is eligible.



#### **VISION CARE BENEFITS**

One eye examination per Plan Participant in a 12 month period, up to a maximum of \$60.

One pair of prescription glasses in a 24 month period, up to a maximum of \$500 (including frames), or equivalent in contact lenses.

#### **DENTAL CARE BENEFITS**

#### Class A (Preventative and Diagnostic) - 100%

Includes – routine oral examinations, two bitewings once per calendar year, two full mouth x-rays every 24 months, two fluoride treatments per calendar year for Dependent children under 19 years old, sealants once every 2 years on permanent posterior teeth for children under 15, two visits per calendar year for scaling and polishing of teeth, and emergency palliative treatment for pain.

#### Class B (Basic Procedures) - 100%

Includes oral surgery, periodontics, endodontics, extractions, re-cementing and fillings (other than gold, or material more expensive than gold).

#### Class C (Major Procedures) - 100%

Includes the installations and creation of crowns.

#### Class C (Major Procedures) - 50%

Dentures, Bridgework & Orthodontia. Installing, replacing or repairing removable dentures.

#### **Not Covered**

Gold restorations, including inlays, onlays and foil fillings and bridgework.



### **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.

Acupuncture is the stimulation of a certain point or points on/near the surface of the body by insertion of needles.

**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.

**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 Dentistry means procedures which are not Medically Necessary.

**Cosmetic Surgery** means procedures which are not Medically Necessary.

**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 is as defined by Public Service Management Act and Personnel Regulations.

**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 a person with a valid employment agreement with the Cayman Islands Government (including eligible Retirees) which stipulates the provision of medical benefits.

**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/Retiree and the family members covered as Dependents under the Plan.

**Genetic Information** means information about genes, gene products and inherited characteristics that may derive from an individual or a family member. This includes information regarding carrier status and information derived from laboratory tests that identify mutations in specific genes or chromosomes, physical medical examinations, family histories and direct analysis of genes or chromosomes.

**Home Health Care Agency** is an organization that provides Home Health Care services and is licensed by the regulatory body in the jurisdiction in which it is located, where licensing is required.

**Home Health Care Plan** must meet these tests: it must be a formal written plan made by the patient's attending Physician and approved by the Chief Medical Officer and CINICO. The Plan is reviewed at least every 180 days; it must state the diagnosis; it must certify that the Home Health Care is in place of Hospital confinement; and it must specify the type and extent of Home Health Care required for the treatment of the patient.

**Home Health Care Services** include: part time or intermittent nursing care by or under the supervision of a Registered Nurse (R.N.); part time or intermittent home health aide services provided through a Home Health Care Agency (this does not include general housekeeping services); physical, occupational and speech therapy services, medical supplies and laboratory services by or on behalf of the Hospital.

**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 is 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.

**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 physical harm or damage to the body caused by external means.

**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.

**Morbid Obesity** is defined as a Body Mass Index (BMI) of 40 and above, or when Obesity reaches the point of significantly increasing the risk of related health conditions, such a difficulty in breathing, high blood pressure, heart disease, or other serious diseases that can result in significant physical disability or even death.

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

**Non-traditional medicine**, also referred to as complementary or alternative medicine, is treatment which falls outside of mainstream healthcare and medical science.

**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.

**Partial Hospitalization** is an Outpatient programme specifically designed for the diagnosis or active treatment of a Mental Disorder or Substance Abuse. It is issued when there is reasonable expectation of improvement or when it is necessary to maintain a patient's functional level and prevent relapse.

**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 Practioners Council [Board] if practicing in the Cayman Islands), and is acting within the scope of his or her license.

**Plan** means Cayman Islands Government Group 10000 Civil Servants, Pensioners which is a benefits plan for eligible Employees and Retirees of the Cayman Islands Government and is described in this Plan Document. Reference will also be made to 'the Plan' and 'this Plan'.

**Plan Administrator** is CINICO who shall administer the Plan in accordance with its terms and establish its policies, interpretations, practices and procedures. The Plan Administrator shall have authority to construe and interpret the terms and provisions of the Plan.

**Plan Participant** is an Employee or retired employee (Retiree) of the Cayman Islands Government who has entitlement to health care coverage under this agreement as defined in the Personnel Regulations (as amended from time to time), or by such legislation as was in force at the time of their retirement, and their eligible spouse and Dependent children.

**Plan Sponsor** is the Cayman Islands Government.

**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 and/ or such other parties authorized by 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.

**Retiree** is a former Employee of the Plan Sponsor who is retired, or who has reached the normal retirement age.

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.

**Spinal Manipulation/Chiropractic Care** means skeletal adjustments, manipulation or other treatment in connection with the detection and correction by manual or mechanical means of structural imbalance or subluxation in the human body. Such treatment is done by a Physician to remove nerve interference resulting from, or related to, distortion, misalignment or subluxation of, or in, the vertebral column.

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

**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.

**Temporomandibular Joint (TMJ) Syndrome** is the treatment of jaw joint disorders including conditions of the structures linking the jaw bone and skull and the complex of muscles, nerves and other tissues related to the tempormandibular joint. Care and treatment shall include, but are not limited to, orthodontics, crowns, inlays, physical therapy and any appliance that is attached to or rests on the teeth.

**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.



## **ELIGIBILITY**

#### MAINTENANCE OF ELIGIBILITY INFORMATION

It is the responsibility of the Plan Sponsor to notify the Plan Administrator of any changes to the Plan Participant data which affects eligibility as provided by the Plan Participant. CINICO must be notified of all eligibility changes within 30 days of their effect.

Determination of issues not explicitly covered under this Plan should be resolved by the Appeals Committee of the CINICO Board.

#### CLASSES OF PERSONS ELIGIBLE FOR ENROLLMENT INTO THE PLAN

- 1. Employees and Dependents eligible for coverage as determined by the Plan Sponsor. Currently determined under Section 9 of the PSML as "an employee, his spouse and Dependent children, resident in the Cayman Islands, provided that the Cayman Islands Government is the Employee's principal employer."
- 2. A Retiree of the Plan Sponsor and his/her Dependents are eligible for coverage as determined by the Plan Sponsor. Currently determined under Section 18 of the Personnel Regulations as "an employee, together with his spouse and Dependent children, for the period from his retirement to his death, or in the case of his spouse from the time of his retirement to the death of the spouse, or in the case of Dependent children from the time of retirement to the end of eligibility as a Dependent child, provided that at the time the employee retired from government employment:
  - (i) he is entitled to a pension under the Public Service Pension Act (2004 Revision); or
  - (ii) if he was not a member of the Public Service Pension Scheme, he retired at an age where he would have been eligible for a pension under that scheme; and
  - (iii) the government was the employee's principal employer for 10 consecutive years."
- 3. A Dependent Offspring of an Employee as determined by the Plan Sponsor. Currently defined under the PSML and Health Insurance (Amendment) Act 2018 (Revision) as "(a) a child of the insured person; (i) an individual who is 18 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 independent; or (c) and individual 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; but Dependent offspring does not include a grandchild of an insured person, unless the grandchild has been adopted by, or is the foster child of, the insured person".
- 4. Existing Plan Participants whose eligibility was conferred under previous eligibility criteria.
- 5. His/Her Excellency the Governor and The Foreign and Commonwealth Office (FCO) support staff resident in the Cayman Islands.



- 6. Members of Parliament and The Speaker(whether elected or non-elected) and retired as per eligiblity rules, as determined by the Governor in Cabinet.
- 7. Members of the Judiciary whose contractual arrangement specifies the provision of medical benefits through CINICO.
- 8. Dependents of Government Employees or Retirees whose dependent status has been determined by a ruling of the court.
- 9. Ex-employees whose eligibility for medical benefits through CINICO has been instructed by the Governor in Cabinet.



## **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 are 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 stipulated in this Plan Document are in Cayman Island dollars.

#### **MAXIMUM BENEFIT AMOUNT**

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 to the 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 be payable as shown in the Schedule of Benefits of the Plan. After 23 observation hours, a confinement will be considered an inpatient confinement.
- (2) Maternity Care. The charges for Maternity Care are covered.
- (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) Alopecia including totalis secondary to chemotherapy. Benefit provides for wig /cranial prosthesis limited to one time allowance of \$400.



- (b) Land or air ambulance service.
- **(c) Anesthetic**; oxygen; blood and blood derivatives that are not donated or replaced; intravenous injections and solutions. Administration of these items is included.
- (d) Cardiac rehabilitation as deemed Medically Necessary, provided services are rendered (a) under the supervision of a Physician; (b) in connection with a myocardial infarction, coronary occlusion or coronary bypass surgery; (c) initiated within 12 weeks after other treatment for the medical condition ends; and (d) in a Medical Care Facility as defined by this Plan.
- **(e) Radiation or chemotherapy** and treatment with radioactive substances. The materials and services of technicians are included.
- (f) Initial contact lenses or glasses required following cataract surgery.
- **(g)** Rental of Durable Medical or surgical Equipment if deemed Medically Necessary. These items may be bought rather than rented, dependent on the cost benefit of this option, the expected Lifetime of the equipment, and where the cost does not exceed a fair market value for the equipment at the time of purchase. Pre-approval by CINICO is required for the purchase option.
- **(h)** Treatment specifically for and limited to **erectile dysfunction** where Medically Necessary as determined and prescribed by the Chief Medical Officer and approved by CINICO.
- (i) Hearing Aids limited to one pair every 48 months.
- (j) Home Health Care services as prescribed by a Physician and provided by a licensed Home Health Care Agency. Includes part-time or intermittent nursing care; part-time or intermittent home health aide services; physical, occupational and speech therapy; medical supplies; and laboratory services by or on behalf of the Hospital. This benefit may also include meal preparation and light housekeeping in support of the medical needs of the Plan Participant only. This benefit is in lieu of hospitalization and benefits are not paid while the Plan Participant is hospitalized.
- (k) Charges for Immunizations not otherwise covered by the Cayman Islands Government.
- (I) Laboratory work.
- **(m)** Treatment of **Mental Disorders** and **Substance Abuse**. Covered charges for care, supplies and treatment of Mental Disorders and Substance Abuse will be limited as follows:

Psychiatrists (M.D.), Psychologists (Ph.D.) (Psy.D.) and Counselors (C.S.W.) may bill CINICO directly. Other licensed mental health practitioners must be under the direction of these professionals and must bill CINICO through them.

**(n) Morbid Obesity.** Care and treatment for services deemed appropriate and approved by Chief Medical Officer and CINICO.



- **(o) Injury to or care of mouth, teeth and gums and alveolar processes.** Charges for Injury to or care of the mouth, teeth, gums and alveolar processes will be covered charges under 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 to sound natural teeth;
  - (iii) Surgery needed to correct injuries to the jaws, cheeks, lips, tongue, floor and roof of the 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).

Charges will be covered under the Dental Benefits section for dental and oral surgical procedures involving orthodontic care of the teeth, periodontal disease and preparing the mouth for the fitting of or continued use of dentures.

#### Coverage of **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 a 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.

- **(p) Nutritional Counseling.** When prescribed by a Physician relative to disease management. Services must be provided by a registered dietician.
- **(q) Occupational therapy** by a licensed Occupational Therapist. Therapy must be required as a result of an Injury or Sickness, with the goal of improving a body function; and must be ordered by a Physician.



- **(r) Organ transplant.** Charges incurred for an organ or tissue transplant including on-going antirejection medication. Donor expenses directly related to, or as a result of, the organ donation, are also a covered charge while the organ recipient is a covered CINICO Plan Participant.
- (s) Orthoptics. Charges for orthoptics (eye muscle exercise).
- **(t)** The initial purchase, fitting and repair of **orthotic appliances** such as braces, splints or other appliances which are required for support of an injured or deformed part of the body as a result of a disabling congenital condition or an Injury or Sickness.
- **(u) Physical therapy** by a licensed Physical Therapist. The therapy must be in accordance with a Physician's medical assessment and approved treatment plan.
- **(v) 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.
- (w) The initial purchase, fitting and repair of customised **prosthetic devices** which replace body parts.
- **(x) 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 other 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 the patient.

- **(y) 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.
- **(z) Smoking cessation.** Care and treatment for smoking cessation programs, including smoking deterrent patches when under medical supervision.



- (aa) Speech therapy by a licensed practitioner. Therapy must be ordered by a Physician and follow either: (i) surgery for correction of a congenital condition of the oral cavity, throat or nasal complex (other than a frenectomy) of a person; (ii) loss of speech after an illness or Injury; or (iii) developmental delays for age limit.
- (ab) Spinal Manipulation/Chiropractic services by a licensed Physician (see defined terms).
- (ac) Sterilization procedures.
- **(ad) Substance Abuse and Overdose.** Expenses for Substance Abuse treatment and for treatment of an overdose.
- (ae) Surgical dressing, casts and other devices used in the reduction of fractures and dislocations.
- (af) Diagnostic x rays and other imaging services.
- (ag) Wellness Care. Covered charges listed in the Schedule of Benefits are payable for routine preventative care, which is not for an illness or injury.
- (5) The Plan Participant is entitled to free air transportation based on economy travel to and from the overseas Hospital as approved by Chief Medical Officer and referred to an overseas Hospital on a non-emergency basis; and, if being treated as an Outpatient, to hotel accommodation cost not to exceed \$120 US (before tax) per night. This includes the equivalent air/accommodation costs associated with an escort due to medical necessity or where the Plan Participant requires a legal guardian, is a minor, or is disabled (including travel within the Cayman Islands).
- (6) Any other treatment as approved as Medically Necessary by the Chief Medical Officer and CINICO.

#### NON-COVERED MEDICAL SERVICES

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

- (1) Convalescent care. Services or supplies provided mainly as a rest cure.
- (2) Educational or vocational testing. Services for educational or vocational testing or training.
- **(3) Exercise programmes.** Exercise programmes for treatment of any condition, except for Physician supervised cardiac rehabilitation, occupational or physical therapy covered by this Plan.
- **(4) Experimental or not Medically Necessary.** Care and treatment that is either Experimental/Investigational, not Medically Necessary, or performed for administrative purposes.



- **(5) Eye care.** Radial keratotomy or other eye surgery to correct refractive disorders. Also, routine eye examinations, including refractions, lenses for the eyes and exams for their fitting. However, refer to the Vision Care Benefits. This exclusion does not apply to aphakic patients and soft lenses or sclera shells intended for use as corneal bandages or as may be covered under the Well adult or Well child sections of this Plan.
- **(6) Foreign Travel.** Travel out of the Cayman Islands, unless precertified. The Precertification will be given by the Chief Medical Officer for the patient only, and for an escort in circumstances where the Chief Medical Officer deems it necessary due to physical or mental limitations.
- (7) Illegal acts. Charges for services received as a result of Injury or Sickness occurring directly or indirectly, as a result of the Plan Participant's Illegal Act, or their participation in a riot or public disturbance. This exclusion does not apply if the Injury or Sickness resulted from a medical (including both physical and mental health) condition or as a victim of an Illegal Act.
- (8) Illegal drugs or medications. Services, supplies, care or treatment to a Plan Participant for Injury or Sickness resulting from that Plan Participant's voluntary taking of or being under the influence of any controlled substance, drug, hallucinogen or narcotic not administered on the advice of a Physician. Expenses will be covered for Substance Abuse and Overdose treatment as specified in this Plan. This does not apply if the Injury resulted from an act of domestic violence or a medical (including both physical and mental health) condition.
- (9) Infertility. Care, supplies, services and treatment for infertility, artificial insemination, or in vitro fertilization.
- (10) Marital or pre-marital counseling.
- (11) Massage Therapy in the absence of other physical therapy modalities otherwise covered under this Plan.
- (12) Obesity. Care and treatment of Obesity, weight loss or dietary control whether or not it is, in any case, a part of the treatment plan for another Sickness. Specifically excluded are charges for bariatric surgery, included but not limited to, gastric bypass, stapling and intestinal bypass, and lap band surgery, including reversals. Medically Necessary charges for Morbid Obesity will be covered.
- (13) Overseas Travel where pre-approval has not been granted by the Chief Medical Officer.
- (14) No charge. Care and treatment for which no charge was made.
- **(15) Non compliance.** All charges in connection with treatments or medications where the patient either is non compliant or is discharged from a Hospital or Skilled Nursing Facility against medical advice.
- **(16) Not ordered by a Physician.** Care, treatment, services or supplies not ordered and approved by a Physician; or when the Plan Participant is not under the regular care of a Physician. Regular care means ongoing medical supervision or treatment which is appropriate for the Injury or Sickness.
- **(17) Non-Prescription Drugs.** Medications which are available over the counter or off the shelf and can be obtained without a prescription.



- **(18) Non-traditional**. Non-traditional medical services, treatments and supplies which are not specified under this Plan, unless approved by the Chief Medical Officer and CINICO.
- (19) Personal comfort items. Personal comfort items or other equipment, such as, but not limited to, air conditioners, air purification units, humidifiers, electric heating units, orthopedic mattresses, blood pressure instruments, blood sugar instruments, scales, elastic bandages, first aid supplies and nonhospital adjustable beds.
- (20) Private duty nursing. Charges in connection with care, treatment or services of a private duty nurse.
- **(21)** Services provided by a **Relative.** Services performed by a person who ordinarily resides in the Plan participant's home or is related to the Plan Participant as a spouse, parent, child, brother or sister, whether the relationship is by blood or exists in law.
- **(22) Replacement braces.** Replacement of braces of the leg, arm, back, neck, or artificial arms or legs, unless there is sufficient change in the Plan Participant's physical condition or wear and tear not due to misuse on the brace; to make the original device no longer functional, or upon the approval of the Chief Medical Officer.
- **(23) Services before or after coverage.** Care, treatment or supplies for which a charge was incurred before a person was covered under this Plan or after coverage ceased under this Plan.
- **(24) Sex changes.** Care, services or treatment for non congenital transsexualism, gender dysphoria or sexual reassignment or change. This exclusion includes medications, implants, hormone therapy, surgery, medical or psychiatric treatment.
- (25) Speech Therapy. Any treatment not meeting the specifications as defined under Covered Charges.
- **(26) Stem Cell Therapy.** Any charges related to Stem Cell Therapy which are not approved by the Chief Medical Officer and CINICO.
- (27) Surgical sterilization reversal. Care and treatment for reversal of surgical sterilization.
- (28) Travel or accommodations. Charges for domestic travel or accommodations, (except for ambulance charges as defined as a covered expense) unless precertified. Precertification for air travel from Cayman Brac or Little Cayman to Grand Cayman will be given by the Cayman Brac Medical Officer in charge (MoiC) for the patient only, and for a escort in circumstances where the Cayman Brac MoiC deems it Medically Necessary (i.e. child, elderly, Mental Disorder).
- (29) War or Terrorism. Any loss that is due to a declared or undeclared act of war or terrorism.

Any exclusion above will not apply to the extent the coverage of the charge is required under any law.

Note: Non-Covered services related to Vision and Dental Care are shown in the Vision Care Benefits and Dental Benefits Sections.



## **VISION CARE BENEFITS**

Vision care benefits apply when vision care charges are incurred by a Plan Participant for services that are recommended and approved by a Physician or Optometrist.

#### **BENEFIT PAYMENT**

Benefit payment for a Plan Participant will be made as described in the Schedule of Benefits.

#### **VISION CARE CHARGES**

Charges are for the vision care services and supplies based on the Schedule of Benefits. Benefits for these charges are payable up to the maximum benefit amounts shown in the Schedule of Benefits for each vision care service or supply.

#### **VISION CARE BENEFITS**

One eye examination per Plan Participant in a 12 month period, up to a maximum of \$60.

One pair of prescription glasses in a 24 month period up to a maximum of \$500 (including frames) - or equivalent in contact lenses. Lenses may be single vision, bi-focal, tri-focal, progressive, lenticular (including special treatment if deemed Medically Necessary by an optician, optometrist or ophthalmologist).

Charges for orthoptics (eye muscle exercises) are covered under Medical Benefits and are not subject to the limitations under this section.

#### NON-COVERED VISION SERVICES

No benefits will be payable for the following:

- (1) Care, treatment or supplies for which a charge was incurred before a person was covered under this Plan.
- (2) Charges for lenses ordered without a prescription.
- (3) Charges for vision training or subnormal vision aids.



### **DENTAL BENEFITS**

This benefit applies when covered dental charges are incurred by a person while covered under this Plan.

#### MAXIMUM BENEFIT AMOUNT

The maximum dental benefit amount is shown in the Schedule of Benefits.

#### **DENTAL CHARGES**

Dental charges are the usual, customary and reasonable charges made by a Dentist or other Physician for necessary care, appliances or other dental material listed as a covered dental service.

A dental charge is incurred on the date the service or supply for which it is made is performed or furnished. However, there are times when one overall charge is made for all or part of a course of treatment. In this case, the Claims Administrator may apportion that overall charge to each of the separate visits or treatments. The pro rata charge will be considered to be incurred as each visit or treatment is completed.

#### **COVERED DENTAL SERVICES**

#### **Class A Services:**

#### **Preventative and Diagnostic Procedures**

The limits on Class A services are for routine services. If dental need is present, this Plan will consider reimbursement for services performed more frequently than the limits shown.

- 1. Routine oral exams.
- 2. One bitewing x-ray series once per calendar year.
- **3.** Two full mouth x-rays every 24 months, includes panoramic radiographs.
- **4.** Two fluoride treatments each calendar year for covered Dependent children under the Plan who are under the age of 19.
- **5.** Sealants, once every 2 years, on the occlusal surface of a permanent posterior tooth for Dependent children who are under the age of 15.
- **6.** Scaling and polishing of teeth limited to two visits per year.
- **7.** Emergency palliative treatment for pain. This includes temporary fillings, antibiotics, pain killers, extractions, denture repair, denture reline, repair of crowns and radiographs.



#### **Class B Services:**

#### **Basic Dental Procedures**

- 1. Dental x-rays not included in Class A, such as endodontics and surgery cases.
- **2.** Oral surgery. This is limited to the removal of teeth, the preparation of the mouth for dentures and the removal of tooth-generated cysts of less than ¼ inch, biopsy, frenectomy, soft tissue cysts.
- 3. Endodontics (root canals).
- 4. Periodontics
- 5. Extractions. This service includes local anesthesia and routine post-operative care.
- 6. Re-cementing of crowns.
- 7. Fillings, other than gold or material more expensive than gold.
- 8. General anesthetics, upon demonstration of Medical Necessity.
- 9. Antibiotic drugs.

#### Class C Services:

#### Crowns

Installation and creation of crowns.

#### Class D Services:

#### **Major Dental Procedures**

- 1. Installation precision attachments for removable dentures
- 2. Addition of clasp or rest to existing partial removable dentures
- 3. Repair of removable dentures
- 4. Rebasing of removable dentures
- **5.** Replacing an existing removable partial or full denture, or adding teeth to an existing removable partial denture to replace newly extracted natural teeth, only if one of the following conditions is met:
  - (a) The existing denture was installed at least five years prior to its replacement and cannot currently be made serviceable.
  - **(b)** The existing denture is of an immediate temporary nature. Further, replacement by permanent dentures is required and must take place within 12 months from the date the temporary denture was installed.
- 6. Orthodontic braces for children under 18.



#### ALTERNATE TREATMENT

Many dental conditions can be treated in more than one way. This Plan has an "alternate treatment" clause which governs the amount of benefits the Plan will pay for treatments covered under the Plan. If a patient chooses a more expensive treatment than is needed to correct a dental problem according to accepted standards of dental practice, the benefit payment will be based on the cost of the treatment which provides professionally satisfactory results at the most cost-effective level.

For example, if a regular amalgam filling is sufficient to restore a tooth to health, and the patient and the Dentist decide to use a gold filling, the Plan will base its reimbursement on the usual and reasonable charge for an amalgam filling. The patient will pay the difference in cost.

#### **NON-COVERED DENTAL SERVICES**

#### Charges for the following are not covered:

- **1. Administrative costs.** Costs of completing claim forms or reports, or for providing dental records.
- **2. Before coverage.** Care, treatment or supplies for which a charge was incurred before a person was covered under this Plan.
- 3. Broken appointments. Charges for broken or missed dental appointments.
- **4. Excess charge.** The part of an expense for care and treatment of an Injury or Sickness that is in excess of the usual, customary and reasonable charge.
- **5. Felonious behavior.** Charges for services received as a result of Injury or Sickness caused or contributed to by any of the following:
  - a. engaging in an Illegal Act or occupation
  - **b.** committing or attempting to commit any crime
  - c. an assault or other felonious behaviour
  - **d.** participating in a riot or public disturbance.
- 6. Gold restorations, including inlays, veneers, onlays and foil fillings.
- 7. Hygiene. Oral Hygiene control programmes or dietary instructions.
- 8. Implants.
- **9. No charge.** Care and treatment for which there would not have been a charge if no coverage had been in force.
- **10. No listing.** Services which are not included in the list of covered dental services.



- 11. No obligation to pay. Charges incurred for which the Plan has no legal obligation to pay.
- 12. Care and treatment that is Not Medically or Dentally Necessary.
- **13. Occupational.** Care and treatment of an Injury or Sickness that, in either case, is work-related that arises from work for wage or profit, including self-employment.
- 14. Personalization of dentures.
- 15. Plan design. Charges excluded or limited by the Plan design as stated in this document.
- **16. Replacement** of lost or stolen appliances.
- **17. Self-inflicted.** Any loss due to an intentionally self-inflicted Injury. This exclusion does not apply if the Injury resulted from an act of domestic violence or a medical condition (including both physical and mental health).
- **18. Splinting.** Crowns, fillings or appliances that are used to connect (splint) teeth, or change or alter the way the teeth meet, including altering the vertical dimension, restoring the bite (occlusion) or are cosmetic.



## **ENROLLMENT REQUIREMENTS**

#### **ENROLLMENT REQUIREMENTS**

In order for a Plan Participant to be enrolled in the Plan they must comply with the enrollment procedures outlined by the PoCS for Employees, or PSPB with regard to Retirees. Current procedures are included in Appendix A of the Plan.

#### **EFFECTIVE DATES**

A Plan Participant will be covered under this Plan as of the first day that they satisfy:

- (1) The Eligibility Requirements of the Plan; and
- (2) The Enrollment Requirements of the Plan (please see Appendix A of the Plan).

A Dependent's and Dependent Offspring's coverage will take effect on the day that it is demonstrated (a) that the eligibility requirements are met; and (b) the Plan Participant is covered under the Plan; and (c) the enrollment requirements are met.

#### RETROACTIVE ENROLLMENT OR ELIGIBILITY CHANGES

Retroactive enrollment is permitted up to a maximum of 30 calendar days of the effective date of coverage. With the exception of terminations, all eligibility changes must be notified to CINICO within 30 days of the effective date of the change. Notice of termination for the Portfolio of the Civil Service participants must be made by the end of the month in which the termination occurs, and within 90 days for the Public Service Pension Board participants. Premium will not be adjusted retroactively beyond 30 days of the effective date of the enrollment or change.

#### **ENROLLMENT REQUIREMENTS FOR NEWBORN CHILDREN**

A newborn child of a Plan Participant is automatically enrolled in this Plan for 30 days from birth. Charges for covered benefits (including nursery care), will be applied toward the Plan of the newborn child. In order for coverage to continue beyond 30 days, the newborn child must be individually registered with CINICO. If the child is not registered within the first 30 days from birth, coverage for the newborn child will terminate on the 31st day. Coverage will be reinstated upon receipt of the relevant documentation.

#### **CHANGE IN FAMILY CIRCUMSTANCE**

The Plan permits a change of benefit coverage during the plan year if a qualified change in family circumstance occurs. The procedures for making changes to family circumstances will be determined by the Plan Sponsor. Plan Participants are, by law, responsible for notifying the Plan Sponsor when family circumstances affecting eligibility for medical coverage change.



#### **PLAN SPONSOR LIABILITY**

Where the potential Plan Participant has met the eligibility and enrollment requirements of the Plan but the Plan Sponsor has failed to comply with the eligibility and enrollment requirements of the Plan on their behalf, the liability for medical expenses incurred in that period by the Employee/Retiree and their Dependent will be met by the Plan Sponsor, where this failure to comply has prejudiced CINICO's financial position.

#### **TERMINATION OF COVERAGE**

The Plan Participant's coverage under the Plan will terminate on the earliest of these dates:

- (1) The date the Plan is terminated.
- (2) The end of the last day of the month in which they cease to be eligible under the plan.

The PoCS is required to provide Plan Participants with the opportunity of purchasing up to 3 months additional coverage under the Plan, once eligibility for this plan automatically ends.

A former Employee who is re-hired after a break of more than 6 months, will be treated as a new hire and be required to satisfy all eligibility and enrollment requirements.



### **ADMINISTRATIVE PROCEDURES**

#### RESPONSIBILITIES FOR PLAN ADMINISTRATION

A Plan Participant should contact the Plan Administrator to obtain information about Plan coverage of a specific benefit, particular drug, treatment, test or any other aspect of Plan benefits or requirements.

#### **Duties of the Plan Administrator (CINICO)**

- (1) To administer the Plan in accordance with its terms.
- (2) To interpret the Plan, and refer any ambiguities, inconsistencies or omissions to the Plan Sponsor.
- (3) To prescribe and communicate procedures for filing a claim for benefits and to review claim denials.
- (4) To keep and maintain the Plan documents and all other records pertaining to the Plan.
- (5) To appoint a Third Party Claims Administrator or to pay claims internally.
- **(6)** To delegate to any person or entity such powers, duties and responsibilities (in relation to the administration of claims), as it deems appropriate.
- (7) To provide Plan Participant communication literature and whatever instruments deemed necessary to administer the plan.

#### Additional Service Expectation of Plan Administrator

- (1) The Plan and a summary of the Plan to be negotiated & agreed annually, prior to the commencement of the fiscal year to which it relates.
- **(2)** The provision of a short communication document summarizing the contents of this document will be made available on CINICO's website, updated as required.
- (3) For Emergency Medical Treatment Overseas (a) provide and publish 24 hour emergency phone numbers for pre-certification within 48 hours; (b) provide an alternate certification route in the event of an incident which prohibits pre-certification within the 48-hour time line.
- **(4)** The provision of cards: A CINICO card will be provided for each Plan Participant on joining the scheme and when appropriate on a change of circumstance. Additional cards will be available and may incur a cost.

#### **DISPUTE RESOLUTION**

Dispute resolution in relation to this Plan and its administration will be conducted by authorised representatives of the Appeals Committee of CINICO. The Appeals Committee is comprised of a qualified member of CINICO's Board, the Chief Medical Officer (CMO), the Medical Officer of Health, the Chief Dental Officer (CDO), the CINICO Medical Case Manager and the CINICO CEO.



#### PREMIUM BILLING

Premiums will be invoiced to the respective Ministries and Portfolios during the week prior to the first of the month and should be settled by the last day of the month being billed.

#### **CLAIMS PROCEDURE**

- The following documentation must be submitted in order to have a claim processed:
  - o A completed claim form, available on the CINICO Website
  - o A copy of the original invoice
  - o Proof of payment of the invoice
  - o Chief Medical Officer (CMO) or Chief Dental Officer (CDO) approval if appropriate
- Claims must be submited 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 - Overseas referral**

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 100% of billed charges.

#### Non-Referred Emergency Overseas Medical Care

(1) If the Plan Participant experiences 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 claims 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 Dependents, 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 CINICO or an agent of CINICO 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 adminstration 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 Plan Administrator** 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 Employee or any other payee, including a provider. Such amounts may also be deducted from future benefits of the Employee 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 Employee or to a provider that does not have a contract with CINICO.

#### **LIABILITY**

Neither the Plan Sponsor, nor CINICO nor the 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 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 Sponsor and/or 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 Employee that is required to process applications or claims to the Plan Administrator 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 or it's agents may without the consent of, or notice to, any person release to any individual, insurance company or other body corporate any information which CINICO or it's agents 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 Employee 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 Employee for any purpose other than that of carrying out the Plan Administration functions and as required by the laws of the Cayman Islands.

The Privacy Policy can be found on CINICO's website.

#### NATURE AND PROCESSING OF PERSONAL DATA

The principal Plan Sponsor is required by law to provide health insurance for Employees and their Dependents. 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 Dependents, and eligible Retirees and their Dependents.

#### **PAYMENTS OR NOTICES**

Payments or notices of any kind to Plan Participants, service providers, or their legal representatives, may be mailed or emailed 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 emailed or delivered in person, it is deemed to have been received on the same day as delivery. Each Plan Participant must keep the Plan Sponsor 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.



## ADOPTION OF THE PLAN DOCUMENT

#### **Adoption**

The PoCS, on behalf of the Cayman Islands Government, hereby adopts this Plan Document as the "Plan". This Plan Document replaces any prior statement of the Plan and is effective on the date shown below.

#### Purpose of the Plan

The purpose of the Plan is to provide certain benefits for eligible Participants. The benefits provided by the Plan are as listed in the General Plan Information section.

#### **Conformity with Law**

If any provision of this Plan is contrary to any law to which it is subject, such provision contained in this Plan is hereby declared null and void in such much as it is necessary to conform to such law.

#### **Participating Plan Sponsors**

Plan Sponsors participating in this Plan are as stated in the section entitled General Plan Information.

#### **Acceptance of the Plan Document**

IN WITNESS WHEREOF, the Plan Sponsor has caused this instrument (pages 1 - 41 inclusive) to be executed, effective as of March 1, 2024.

#### Cayman Islands Government Group 10000

Signed by:

Chief Exective Officer on behalf of CINICO	Chief Officer on behalf of PoCS
Date:	Date:
Witness Signature:	Witness Signature:



## **APPENDIX A**

#### **ENROLLMENT PROCEDURES**

Changes affecting the status of any of the Plan Participants must be submitted to CINICO within 30 days after the Plan Sponsor becomes aware of any such change.

#### New Employees and their Dependents

- **1.** Eligibility data for Plan benefits for Employees, Retirees, and Dependents, will be as agreed by the Plan Sponsor and CINICO.
- **2.** The required supporting documentation must be provided by the Employee to the Plan Sponsor as part of their pre/new employment administration.
- **3.** The Plan Sponsor must ensure data regarding plan eligibility will be automatically transferred electronically to CINICO's database (in a format as agreed), and CINICO will produce and distribute health cards for the Employee and Dependent(s).
- 4. The Plan Sponsor will ensure the accurate and timely receipt of the Plan eligibility data.

#### **Existing Employees and their Dependents**

- **1.** Employees must notify their Department immediately of changes to their circumstance or that of their Dependents impacting eligibility for Plan benefits. This is required under the Personnel Regulations. The table below identifies the supporting documentation needed to support each request. A Change of Circumstance Form must be completed and submitted in each case.
- **2.** The Plan Sponsor must consider whether the request requires a variation to the Employee's terms and conditions and must issue an amendment to the Employee Agreement where a contractual change is being authorized.
- **3.** The Plan Sponsor must ensure the updated information regarding Plan eligibility will be automatically transferred electronically to CINICO's database (in a format as agreed) and CINICO will produce/distribute CINICO cards as appropriate.
- 4. The Plan Sponsor will ensure the accurate and timely receipt of the Plan eligibility data.
- **5.** All changes of eligibility circumstances must be notified to the Plan Sponsor by the Employee as prescribed by the Plan Sponsor. Examples of change of circumstances may include:



Change of Circumstance	Supporting Documentation
Marriage	Marriage Certificate and Spouse's Birth Certificate
Becoming a step-parent	Marriage Certificate and child's Birth Certificate
Birth of Child	Child's Birth Certificate  DNA test results where a male Employee is not listed as the parent of the child on the Child's Birth Certificate
Adoption of Child	Adoption Certificate Child's Birth Certificate (If adoption is accompanied by a name change see name change section below)
Child aged 18 to 23 in full-time education	Proof of enrolment in full-time course at school/ university
Marriage of child aged 18 to 23 in full-time education	Marriage Certificate
Child under 18 commencing employment	Letter from Plan Sponsor identifying child is covered for medical benefits under the Plan Sponsor
Death of Spouse or Child	Death Certificate
Divorce	Dissolution of Marriage Certificate (If divorce is accompanied by a name change see name change section below)
Name Change	Copy of Deed Poll
Change of Postal Address	Nothing in addition to the Change of Circumstance Form



# Dependent Offspring of Existing Employees (optional at the expense of the Plan Participant and with prior approval).

- **1.** Employees must request eligibility for Plan benefits for Dependent Offspring from the Plan Sponsor.
- **2.** The Plan Sponsor must consider whether or not a Dependent Offspring can be added to the Employee's Plan in accordance with the policy of the Plan Sponsor.
- **3.** The Plan Sponsor must ensure the updated information regarding Plan eligibility will be automatically transferred electronically to CINICO's database (in a format as agreed) and CINICO will produce/distribute CINICO cards as appropriate.
- **4.** The Plan Sponsor will ensure the accurate and timely receipt of the Plan eligibility data.

#### Terminated Employees and their Dependents/Dependent Offspring

- **1.** CINICO will not be responsible for errors or omissions arising out of the Plan Sponsor's failure to maintain current and accurate eligibility data.
- **2.** In the event of retrospective changes in status of more than 30 days, CINICO reserves the right to seek Recovery of retrospective premiums, paid claim(s), TPA service fees or any other costs related to this retrospective change from the Plan Sponsor.

#### **New Retirees and their Dependents**

- **1.** On the retirement of a Plan Participant from the Civil Service (who was entitled to a Pension, or was already a member of the Public Service Pension Scheme that he/she can now claim under, and the Government was their principal employer for at least 10 consecutive years), PSPB will enter the pensioner's details (and their Dependents) onto the agreed database.
- **2.** In cases where the eligibility conditions detailed above appear not to have been met, the pensioner may be referred to PoCS to determine whether PSPB should still add them to the agreed database. PSPB will only act in these cases on the written instruction of PoCS.
- 3. Once CINICO cards have been received, PSPB will contact the pensioner for pick up.

#### Amending Retiree (pensioner) and Dependent Details

- **1.** Upon notification of changes to a Retiree's circumstances and on receipt of required documentation, PSPB will make the necessary amendments to the agreed database.
- **2.** If the amendment requires new CINICO card(s) to be issued, then PSPB will contact the Retiree/pensioner on receipt of the card(s) to arrange pick up.
- **3.** If the maximum age is reached for Retiree's Dependents, or notification is received that their Dependents have ceased to be in full time education, then their Dependents will be end dated by PSPB on the agreed database.