

## **KISUMU UHC ENROLMENT TERMS AND CONDITIONS**

You have been requested to be registered for M-TIBA, to complete a questionnaire and to be registered for UHC enrolment. The following terms and conditions apply to this registration, also known as the “Kisumu UHC Enrolment”. By enrolling You are deemed to have read, understood and accepted these terms and conditions (“Kisumu UHC Enrolment Terms & Conditions”). Please be informed that these terms and conditions contain important information about the use and protection of your personal data, and that by accepting these terms & conditions you give explicit consent in relation to the same.

### **1. DEFINITIONS**

- 1.1. Administrator: The entity administrating the Kisumu UHC Enrolment and party to these terms and conditions.
- 1.2. Beneficiary: A Participant who has been registered for the NHIF Supa Cover, the Premium of which cover is paid.
- 1.3. Kisumu UHC Enrolment: The Kisumu UHC Enrolment, an enrolment facilitated through a partnership between Kisumu county government as Enrolment-Lead, NHIF as Insurer, PharmAccess as Processor and CarePay as Administrator.
- 1.4. Kisumu UHC Enrolment Partners: the Enrolment-Lead, Insurer, Processor and Administrator.
- 1.5. CarePay: CarePay Limited, a limited company incorporated in Kenya (company number CPR/2014/149158) and of P.O. Box 52887-00100, Nairobi, Kenya, operating the mobile payment platform M-TIBA, facilitating the operation of the M-TIBA Account and administering the Kisumu UHC Enrolment.
- 1.6. Dependent: A Dependent is any person who has been declared by the member as a beneficiary as per the NHIF Act of 1998 (revised in 2014). A dependent can be a child of a member or the declared spouse of a member.
- 1.7. Enrolment-Lead: The County Government of Kisumu, having expressed it is strategic priority to realize Universal Health Coverage for county residents and the entity having the lead in realizing the Kisumu UHC Enrolment registration.
- 1.8. Insurer: The entity providing the medical insurance cover for the Kisumu UHC Enrolment, currently being the NHIF Supa Cover as offered by the NHIF on which the NHIF Act No 9 1998 applies, and partner in the Kisumu UHC Enrolment.
- 1.9. M-TIBA: An access service provided on the M-TIBA Platform facilitating access to healthcare by enabling payments and savings and/or hold benefits that can be used for medical treatment and medication at designated healthcare providers.
- 1.10. M-TIBA Account: A mobile health wallet that allows users to send, save and spend funds and/or hold benefits that can be used for medical treatment and medication at healthcare providers.
- 1.11. M-TIBA Platform: A mobile payment platform that permits savings and payments for medical treatment and medication at designated healthcare providers through an M-TIBA Account linked to the mobile phone of M-TIBA users.
- 1.12. NHIF: The National Hospital Insurance Fund in Kenya providing medical insurance cover as governed by the NHIF Act No 9 1998.
- 1.13. NHIF Supa Cover: A medical insurance cover provided by the NHIF.

- 1.14. NHIF Supa Cover Premium: The amount payable to the NHIF for the NHIF Supa Cover amounting to Khs 6000.
- 1.15. Participant or You: The individual signing up for the Kisumu UHC Enrolment and accepting these terms and conditions.
- 1.16. PharmAccess: PharmAccess Foundation, a not-for-profit organization established under the laws of the Netherlands and having its registered office address at Paasheувелweg 25, 1105 BP Amsterdam and PharmAccess Foundation based in Nairobi, Kenya, both dedicated to improve access to healthcare in Africa.
- 1.17. Processor: The party facilitating the Kisumu UHC Enrolment endeavor.
- 1.18. Sponsor: The entity funding a part or all of the NHIF Supa Cover Premium, if and as deemed applicable.

## **2. THE KISUMU UHC ENROLMENT**

- 2.1 The Kisumu UHC Enrolment is facilitated through a joint partnership between Kisumu County as Enrolment-Lead and – as applicable - Sponsor, the NHIF as Insurer and PharmAccess as Processor, the latter having subcontracted CarePay as Administrator.
- 2.2 The Kisumu UHC Enrolment aims to support families living in Kisumu County to be able to access healthcare through medical insurance cover using M-TIBA and enable them to save towards being able to pay for medical insurance cover themselves. Under the Kisumu UHC Enrolment the Participant can make use of the following services and benefits:
  - Registration to an M-TIBA Account, enabling the Participant to access healthcare services at designated healthcare providers using M-TIBA and save funds towards healthcare needs and to save for payment of medical insurance cover on their M-TIBA Account. The use of M-TIBA is subject to the General Terms & Conditions of the M-TIBA service which Participant needs to read and accept before registration for M-TIBA. These can be found on the M-TIBA website at <http://m-tiba.co.ke> and form the first component of these Kisumu UHC Terms & Conditions and shall be read and applicable in conjunction with one another.
- 2.3 Access to healthcare services under the Kisumu UHC Enrolment is on basis of the NHIF Supa Cover as provided by the NHIF. The terms and conditions as stipulated in the NHIF Act No 9 1998 shall apply when the Beneficiary accesses healthcare services under the Kisumu UHC Enrolment.
- 2.4 With enrolment in the Kisumu UHC Enrolment and the Beneficiary's M-TIBA Account, the Beneficiary can access healthcare services covered by the NHIF Supa Cover at their selected preferred healthcare provider (that is participating in the Kisumu UHC Enrolment), , or, in the case of a Sponsor funding a part or all of the NHIF Supa Cover Premium, designated healthcare provided as applicable. The healthcare provider may refer Beneficiaries to other participating healthcare providers if referral treatment is required by the healthcare provider. If the referral treatment falls within the NHIF Supa Cover Terms & Conditions, the Beneficiary will be covered for these costs; if the referral treatment falls beyond the limits of the NHIF Supa Cover Terms & Conditions this may be at the Beneficiary's own cost.
- 2.5 The Beneficiary can access healthcare services under the Kisumu UHC Enrolment by dialing into their M-TIBA Account through the USSD menu via \*253# on the Beneficiary's mobile phone, select 'Option 1: Get Treatment', select clinic by entering the clinic till number, select the member to be treated and confirm to authorize the respective clinic for treating the member. the Beneficiary will receive a treatment confirmation text message.

### **3. ELIGIBILITY AND REGISTRATION**

- 3.1 To register for the Kisumu UHC Enrolment You will be given information by a Kisumu UHC Agent, who will register You for M-TIBA, load the Kisumu UHC Enrolment questionnaire on the M-TIBA Account, thereby registering You to be enrolled for the NHIF Supa Cover or – if applicable – loading the Kisumu UHC Enrolment questionnaire to Your existing M-TIBA Account to register You for the Kisumu UHC Enrolment.
- 3.2 To participate in the Kisumu UHC Enrolment You, have a mobile phone, an M-TIBA account, an ID with full legal capacity, residing within the area of the participating healthcare providers for the Kisumu UHC Enrolment (as made known to the Participant y by the Kisumu UHC Agent), not have defaulted on NHIF Supa Cover Premium payments within the last 12 months from the moment of enrollment in the Kisumu UHC Enrolment and able to provide all documents required for NHIF Supa Cover enrollment for the Beneficiary and the Beneficiary’s Dependents.

### **4. DURATION AND TERMINATION**

- 4.1 After successful registration and enrolment, the Beneficiary’s NHIF cover is active after he/she or a Sponsor pays premium and has a waiting period of two months before the Beneficiary can use it to access healthcare services at the Beneficiary’s preferred facility.
- 4.2 For every monthly premium payment defaulted, The Beneficiary will accrue fines to the tune of said premium upto a period of 12 months after which the Beneficiary can access healthcare services by rejoining the promotion whereby clause 4.1 shall apply.
- 4.3 The Beneficiary may determine to terminate the Beneficiary’s enrolment in the Kisumu UHC Enrolment at any time by dialing our customer support center at the toll-free telephone number 0800 721 253 or 0709 071 000.
- 4.4 Upon termination the Beneficiary will remain entitled to utilize the NHIF Supa Cover for the remaining months of that year of registration of the NHIF Supa Cover in the Beneficiary’s name, provided that the Beneficiary or a Sponsor has made the NHIF Supa Cover Premium payment to NHIF and provided that NHIF has processed this payment and activated the Beneficiary’s NHIF Supa Cover.
- 4.5 Termination of enrolment in the Kisumu UHC Enrolment shall not terminate the Participant’s registration to M-TIBA. On the use of M-TIBA including termination of the Participant’s M-TIBA Account the General Terms and Conditions M-TIBA shall apply which can be found at the M-TIBA website at <http://m-tiba.co.ke>. If the Participant wishes to terminate his/her registration of M-TIBA the Participant is referred to the General Terms and Conditions M-TIBA. In case of any issues, the Participant can always call the customer support center on telephone number 0800 721 253 or 0709 071 000 for any questions or action to be taken.

### **5. NHIF SUPA COVER BENEFITS**

- 5.1 The NHIF Supa Cover Terms & Benefits specify the Beneficiary’s entitlements and which medical services are covered under the NHIF Supa Cover (derived from the NHIF Act of 1998). By accepting these Kisumu UHC Enrolment Terms & Conditions the Beneficiary acknowledges to have taken notice of and accept the NHIF Supa Cover Terms & Conditions. In case of any questions with respect to the Beneficiary’s NHIF Supa Cover and the medical services which are covered hereunder the Beneficiary can contact the NHIF customer support on telephone number 0800 720601.

## **6. LIMITATION AND EXCLUSION OF LIABILITY**

- 6.1 Although Processor together with its partners will have taken all reasonable precautions to ensure that the information provided to You concerning the Kisumu UHC Enrolment is accurate and that they suffer no loss or damage as a result of their participation in the Kisumu UHC Enrolment, by participating in the Kisumu UHC Enrolment the Participant agrees that their participation is entirely at their own risk and they assume full responsibility for any risk of loss or damage arising from their participation in the Kisumu UHC Enrolment with the exclusion of any willful and gross negligence by Processor and its partners.
- 6.2 The Participant agrees that Administrator and its partners in the Kisumu UHC Enrolment and their officers, employees, agents and partners will not be liable for any loss or damage arising from any force majeure events or other circumstances outside the control or knowledge of Administrator and its partners including but not limited war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), and civil war; permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority; mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; and acts of terrorism.
- 6.3 Processor and Administrator provide (registration with) a mobile payment service and consequently cannot be held responsible for any consequences resulting from the use of other services and products provided by third parties in relation to the Kisumu UHC Enrolment. Therefore in no event will Processor and Administrator be liable for any damage resulting from products or services provided by third parties in relation to the Kisumu UHC Enrolment and the NHIF Supa Cover as provided by the NHIF, the medical services provided by the participating healthcare providers and/or payment of the NHIF Supa Cover Premium by Sponsor.

## **7. DATA PROCESSING PROTECTION AND PRIVACY**

- 7.1 In the process of the Kisumu UHC Enrolment your personal data and the additional information you provide in the process of enrolment will be collected and stored by Processor and Administrator. Data on your subsequent use of the M-TIBA service as well as use of the NHIF Supa Cover will be collected and stored by Administrator. Data on your use of the NHIF Supa Cover will also be stored by Insurer.
- 7.2 The personal data and information captured during the Enrolment will be shared with the Processor and Enrolment-Lead for the purpose of verifying whether all residents of Kisumu are covered, as well as assessing whether a registration justifies subsidy support to fund the Premium, which may be – at the sole discretion of Enrolment-Lead – be covered by the Sponsor. If the Enrolment-Lead is also Sponsor of the Premium, in its capacity of Sponsor your personal data and additional information relating to your use of the NHIF Supa Cover will also be shared with the Sponsor.
- 7.3 The legal basis for the collection, storage and sharing of your personal data follows on the legal basis of the contractual relationship you enter into as a user of M-TIBA, the legal requirement of being registered for NHIF and the consent given by you by accepting these Kirinyaga UHC Enrolment Terms & Conditions.
- 7.4 By using M-TIBA, You accept that the Administrator and Processor collect, use and share your personal information to register You for M-TIBA and provide You with (and improve) the services

hereunder and related hereto including but not limited to administration, customer support, access to healthcare services, managing and processing healthcare claims and payment thereof, performance and settlement of healthcare insurance operated through your M-TIBA account, carrying out, or having third parties carry out, statistical analyses to support Administrator operating M-TIBA and carrying out the services and for the benefit of improving access to healthcare and to evaluate and improve the quality of healthcare services offered by healthcare providers and/or any other service necessary to provide you with the services under M-TIBA.

- 7.5 By making use of Kisumu UHC Enrolment, You allow the Enrolment Partners the right to communicate with You by various means including but not limited to SMS, telephone and email.
- 7.6 The Enrolment Partners also pursue their legitimate interests by processing and sharing anonymized data and results with various partners and stakeholders.
- 7.7 You may withdraw your consent to any of the above processing acts and/or purposes at any time by contacting the M-TIBA customer support center on telephone number 0800 721 253 or 0709 071 000. To update personal data that we process about you, to receive a free of charge excerpt of personal data that we process about you or to update personal data that we process about you, please also get in touch with us by contacting the M-TIBA customer support center on telephone number 0800 721 253 or 0709 071 000.

## **8 MISCELLANEOUS**

- 8.1 These Kisumu UHC Terms and Conditions constitute informed consent given by you and an agreement between the Participant and the Enrolment Partners and govern your participation in the Kisumu UHC Enrolment. If any part of these Kisumu UHC Terms and Conditions is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions and the remaining portions shall remain in full force and effect. For the avoidance of doubt the Participant's registration to M-TIBA shall be governed by the M-TIBA General Terms & Conditions and their registration for the NHIF Supa Cover shall be governed by the NHIF and the NHIF Act No 9 1998.
- 8.2 Administrator reserves the right at any time to modify these Kisumu UHC Terms and Conditions and to impose new or additional terms or conditions on the Kisumu UHC Enrolment. Such modifications and additional terms and conditions will be notified to You. The Beneficiary's continued participation will be deemed acceptance thereof.

## **9 CONTACT**

- 9.1 The Beneficiary may contact the NHIF customer support center on telephone number 0800 720601 to report any queries, concerns or complaints concerning their NHIF Supa Cover. The Beneficiary may contact the M-TIBA customer support center on telephone number 0800 721 253 for any queries regarding the Kisumu UHC Enrolment for the duration of the Kisumu UHC Enrolment. The M-TIBA customer support center is not authorized to handle queries or address disputes arising from the Beneficiary's registration to the NHIF Supa Cover and will refer any questions concerning NHIF Supa Cover to the NHIF customer support center.