

## **M-TIBA MY HEALTH FUNDS PROGRAM**

### **1. DESCRIPTION OF THE M-TIBA MY HEALTH FUNDS BONUS SCHEME**

1.1. The M-TIBA bonus scheme (“Service”) is facilitated through a joint partnership between SAFARICOM, UAP INSURANCE COMPANY LTD (UAP) and CAREPAY LIMITED (CarePay). The Service is provided to you by UAP. CarePay will be the administrator of the Personal Accident Cover. UAP is the Insurer.

The “Bonus scheme” or “M-TIBA Bonus scheme” aims to give people living in specific geographical areas in Kenya the possibility to set aside funds for healthcare through M-PESA, whereby they can qualify for top up funds paid for by a specific SPONSOR organization. The Service also offers members Personal Accident Cover at an annual premium of Kshs 20. The funds are set aside for healthcare in a dedicated M-TIBA Account where funds can only be spent at designated healthcare providers and as premium for the Personal Accident Cover. Under the M-TIBA Bonus scheme, funds cannot be taken out of the M-TIBA Account unless they are being used to pay premium for the Personal Accident Cover or unless the M-TIBA Bonus Scheme is cancelled upon which your funds will be refunded to your M-PESA account as specified in the termination clause 4.

1.2 SPONSOR: is the entity funding a part or all of a benefit in your M-TIBA account. A SPONSOR can be an Employer, licensed Insurance Company, Government of Kenya, Non- governmental Organization or any other institution loading your M-TIBA account.

1.3 REMITTER: An M-PESA user sending funds to M-PESA Paybill Account 500066 and your phone number as the account number.

1.4 Top Up Funds: Additional funds paid for by a specific SPONSOR organization on top of your deposit on the M-TIBA Account to which a Customer may qualify subject to these Terms & Conditions.

1.5 UAP: UAP Insurance Co. Ltd is the licensed Insurance fund manager and custodian of the funds you have set aside for health in your M-TIBA Account for the M-TIBA bonus scheme and the provider of the Personal Accident Cover. UAP is the Regulated Financial Services Entity for the M-TIBA bonus scheme as per the General Terms & Conditions for M-TIBA.

1.6 UAP is licensed and regulated by the Insurance Regulatory Authority in Kenya.

1.7 ACCIDENT: For the purposes of this policy refers to a sudden, unplanned and unforeseen violent, external and visible event leading to bodily injury or death.

1.8 Personal Accident Cover: Cover for Death as a result of accident to the full limit of Kshs 8,000 and Permanent Total Disability as a result of accident to 50% of the limit for the principal member or spouse only, being Kshs 4,000. Only one claim under the cover can be made. Only one spouse is eligible for this benefit. A spouse is enrolled at the start of the cover. The Personal Accident cover total limit is Kshs 8,000 per policy per annum.

Permanent Total disability as a result of Accident to this policy refers only to:

1.8.1 Loss of Limbs; Loss of hands or Legs a result of an accident;

1.8.2 Loss of sight; 100% loss of vision a result of an accident; and

1.8.3 Loss of hearing; 100% loss of hearing as a result of an accident.

1.9 By using the Service, you allow UAP to record data relating to the use of the Service and to share or divulge any of this data on a strictly anonymous basis with relevant stakeholders, including but not limited to the Government of Kenya and the program SPONSOR. Shared data includes, but is not limited to, which healthcare services were paid for using the funds in your M-TIBA Account.

1.10 The underlying funds held in your virtual M-TIBA account are held and managed by UAP. UAP only bears the full liability for the safety and availability of your funds. CarePay and Safaricom explicitly do not bear this responsibility.

## **2 PERIOD AND ELIGIBILITY**

2.1 The M-TIBA bonus scheme is effective from the date you accept the Terms & Conditions. The last possible registration date will be 30<sup>th</sup> September 2018 and the last possible top up date will be 30<sup>th</sup> September 2018.

2.2 To participate in the M-TIBA bonus scheme you must be:

2.2.1 A major person of minimum of 18 years of age with full legal capacity

2.2.2 A SAFARICOM subscriber with a registered SIM card

## **3. REGISTRATION/ENROLLMENT FOR M-TIBA BONUS SCHEME**

3.1 To register for the M-TIBA bonus scheme you will be given information and be registered by any of the M-TIBA Agents or any of the healthcare providers on the M-TIBA panel, or by self-registering via the USSD menu, \*253#, on your mobile phone and completing the registration steps on the M-TIBA menu.

3.2 You will then be required to deposit a minimum of Kshs 100 in the M-PESA Paybill Account with account number 300066, and enter 'MTIBA' as the account number. Alternatively, you can request another M-PESA user to deposit a minimum of Kshs 100 in the M-PESA Paybill Account 500066, and your phone number as the account number. This will result in a deposit of the same amount in your personal M-TIBA Account.

3.3 After this first deposit of Kshs 100 or more in your M-TIBA Account, you will receive:

3.3.1 an additional top up of Kshs 50 in your M-TIBA Account.

3.3.2 a Personal Accident cover for a period of 12 months.

- 3.4 In any given month after the first deposit in which you deposit or receive an additional minimum of Kshs 100 in your M-TIBA Account you will receive one additional top up of Kshs 50 subject to a maximum of one top up per month. The last date for top up being the 30<sup>th</sup> of September 2018.
- 3.5 Instructions on how to use the credit in your M-TIBA Account, will be provided in the Information, Education and Communication materials (“IEC materials”). These IEC will be available at participating healthcare providers and M-TIBA Agents.

#### **4 TERMINATION OF THE M-TIBA BONUS SCHEME**

- 4.1 The Bonus scheme will automatically end on 30<sup>th</sup> September 2018. You can continue to use your M-TIBA Account including the Top Up funds at healthcare providers after the Bonus scheme has ended.
- 4.2 Alternatively, after 30<sup>th</sup> September 2018, the funds set aside by you in your M-TIBA Account can also be redeemed at your request into regular M-PESA funds. Top up Funds and funds from Remitters (net of charges) cannot be redeemed and will be returned to the SPONSOR or Remitter that provided the funds in case of redemption. The premiums of Kshs 20 payable for Personal Accident cover is not refundable.
- 4.3 Either party may determine to terminate this Agreement at any moment in time as follows:
- 4.4 You can do this by dialing into the M-TIBA USSD menu, \*253#, select my M-TIBA, My health funds and select “Quit Program” or you can call the customer support center on telephone number 0800 721 253 or 0709 071 000.
- 4.5 UAP can do this by sending an SMS from sender ID “MTIBA” to your registered SAFARICOM telephone number
- 4.6 In case of Termination, all remaining funds in your M-TIBA Account, minus any outstanding payments to the Sponsor, UAP, Remitters and/or the contracted healthcare providers, shall be refunded in your regular MPESA Account within 5 working days.
- 4.7 In case of Termination, the Personal Accident cover will be automatically terminated as well. No refund will be applicable for the Personal Accident cover. Personal Accident cover can be terminated by issuing of a minimum 7day notice to clients registered phone number via sms.

#### **5. CLAIMING PROCESS FOR PERSONAL ACCIDENT COVER**

- 5.1 Personal Accident Benefit covers for Death as a result of Accident to the full limit and Total Permanent Disability to half the limits specified in clause 1.8.
- 5.2 For Death Benefit as a result of an accident submit certified copies of a death notification, doctor’s report and/or burial permits to the nearest UAP branch or via email to [mtiba@uap-group.com](mailto:mtiba@uap-group.com) for processing. UAP will then pay via M-PESA the death benefit to the Beneficiary indicated at enrollment within 7 days.
- 5.3 For Total Permanent Disability Benefit submit a Personal Accident Claim form completed by a licensed doctor of a M-TIBA Health facility to the nearest UAP branch or via email to [mtiba@uap-](mailto:mtiba@uap-)

[group.com](http://group.com) for verification and processing. After verification of the details, UAP will then pay via M-PESA the Accidental Total Permanent Disability benefit to the M-TIBA policyholder within 7 days.

## **6 EXCLUSIONS UNDER PERSONAL ACCIDENT COMPONENT**

This policy does not insure against death or disablement directly or indirectly caused by, arising or resulting from or traceable to:

- 6.1 An accident happening whilst the Insured Person is under the influence of intoxicating liquor or of a drug (unless administered under orders of a hospital or a qualified medical practitioner) or is in a state of insanity.
- 6.2 Suicide or attempted suicide, intentional self-injury, insanity, intemperance, a drug habit, venereal disease, deliberate exposure to needless danger (except in an attempt to save human life)
- 6.3 Air Travel (other than as a fare paying passenger by a regular scheduled Airline service or licensed Charter service)
- 6.4 Death or disablement where the Insured is a female resulting directly or indirectly from pregnancy or childbirth.
- 6.6 War, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, strike, riot, civil

## **7 POLITICAL RISKS EXCLUSION CLAUSE**

The following shall be excluded from this policy: -

Any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely: -

- 7.1 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), and civil war.
- 7.2 Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- 7.3 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.
- 7.4 Acts of terrorism.

In any action, suit or other proceeding in which UAP alleges that by reason of these provisions, any loss or damage is not covered by this Agreement, the burden of proving that such loss or damage is covered shall be upon the insured.

## **8 MISCELLANEOUS**

These Terms and Conditions constitute the entire agreement between you and UAP and governs your use of the Services, superseding any prior agreements between you and UAP. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content. If any part of this Agreement 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 of the parties, and the remaining portions shall remain in full force and effect.

### **GENERAL TERMS & CONDITIONS FOR THE M-TIBA SERVICE (“M-TIBA”)**

The following Terms & Conditions apply to the M-TIBA SERVICE (“M-TIBA”) and by enrolling for the service you are deemed to have read, understood and accepted these Terms & Conditions.

#### **1. DEFINITIONS AND INTERPRETATION**

- 1.1. In these Terms & Conditions, the following words and expressions (save where the context requires otherwise) bear the following meanings:
- 1.2. M-TIBA Account: An M-TIBA account is a virtual account that you have on the M-TIBA platform. The virtual funds in your M-TIBA Account are displaying the underlying funds which are held by UAP.
- 1.3. “You”, “Your”, “the Customer”: is the customer signing up for M-TIBA and accepting these Terms & Conditions.
- 1.4. M-TIBA Platform: is the mobile platform that is owned and administrated by CAREPAY Ltd. (“CAREPAY”) which facilitates the operation of your personal M-TIBA Account. You can only add funds to the M-TIBA Account through M-PESA.
- 1.5. M-PESA: is the mobile money platform operated by SAFARICOM.
- 1.6. REGULATED FINANCIAL SERVICES ENTITY: A financial institution regulated by the Capital Markets Authority, Central Bank of Kenya or Insurance Regulatory Authority, which is authorized to collect, hold and manage your funds in M-TIBA on your behalf.
- 1.7. SAFARICOM: Safaricom Ltd. is the licensed provider of the Subscriber Identification Module (SIM) Cards which you use to access the Service, and the operator of the M-PESA mobile money platform.
- 1.8. UAP: UAP Insurance Co. Ltd is a licensed Insurance company, a medical scheme fund manager regulated by the Insurance Regulatory Authority in Kenya and is the custodian of the funds you have set aside for health in your M-TIBA Account. UAP is a licensed Insurance company and Regulated Financial Services Entity for purposes of these Terms & Conditions
- 1.9. SPONSOR: is the entity funding a part or all of a benefit in your M-TIBA account. A SPONSOR can be an employer, Government of Kenya, Non-Governmental Organization or any other institution loading your M-TIBA account.
- 1.10. REMITTER: An M-PESA user sending funds to M-PESA Paybill Account 500066 and your phone number as the account number
- 1.11. CAREPAY is the administrator of the mobile platform which operates your personal M-TIBA account.

## **2. DESCRIPTION OF M-TIBA**

2.1. M-TIBA (“Service” or “M-TIBA Service”) is a service provided by CarePay that aims to give Kenyans access to healthcare through a designated platform that permits users to save, remit and collect funds, insure and pay for health care using their mobile phones at designated health clinics and hospitals.

## **3. ELIGIBILITY & REGISTRATION/ENROLLMENT FOR M-TIBA**

3.1. To make use of the M-TIBA Service you must be:

3.1.1. A major person of minimum of 18 years of age with full legal capacity;

3.1.2. either be a SAFARICOM subscriber with a registered SIM card and an activated M-PESA account or the subscriber of any other mobile telecommunication network which have enabled M-TIBA Products;

3.1.3. be registered as a User for the M-TIBA Service.

3.1.4. Be a Kenyan Resident.

3.2. Registration and information on the M-TIBA Service will be facilitated by the certified M-TIBA Agents.

3.3. Instructions on how to access M-TIBA customer support will be found on the Information, Education and Communication materials, with the certified M-TIBA agents as well as the M-TIBA customer support center on telephone number 0800 721 253 or 0709 071 000.

## **4. ACCESS TO HEALTHCARE**

4.1. Funds in your M-TIBA Account can only be spent at designated healthcare providers which have been contracted for M-TIBA and as premium for insurance covers that are offered through the M-TIBA Service. You can only use your M-TIBA account to pay for healthcare costs. You shall be liable to pay any excess amount incurred outside their total savings or benefits and such excesses shall be paid by you directly to the service providers.

4.2 Information on the contracted healthcare providers on M-TIBA will be accessed through the M-TIBA Agents in the community, through the M-TIBA customer support center and through the M-TIBA website: [www.mtiba.co.ke](http://www.mtiba.co.ke). New healthcare providers will continue to be added.

4.3. To access healthcare services at the contracted healthcare providers you are required to identify yourself as a participant in M-TIBA through your original national identification card or passport or through biometric features such as finger prints for certain schemes.

4.4. It is possible for you or the M-TIBA Agent to add dependents to your M-TIBA Account who can access the M-TIBA Account with your permission. Addition of dependents to your M-TIBA Account will be subject to the rules of various programs as defined by the Sponsor.

## **5. PRIVACY POLICY**

- 5.1 When You use M-TIBA and the services hereunder, you trust CarePay with your personal information. CarePay recognizes the importance of protecting the privacy and confidentiality of such personal information and included this Privacy Policy to inform You how CarePay processes your personal information.
- 5.2 By using M-TIBA You accept that CarePay collects, uses and shares (in accordance with this policy) 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 CarePay 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.
- 5.3 By making use of M-TIBA, you allow CarePay the right to communicate with You by various means including but not limited to SMS, telephone and email.
- 5.4 By making use of M-TIBA, you agree to opt-into CarePay's communication messages to inform You regularly on other products and services offered by CarePay and CarePay's partners including but not limited to promotions, vouchers, participation in surveys such as customer satisfaction surveys and other services for example subscription to healthcare applications. Participation or subscription to the aforementioned products and services shall be on a voluntary basis and subject to separate terms and conditions. The said communications will occur from time to time via one of the communications mediums mentioned in 5.3. You reserve the right to opt-out of CarePay's commercial communication messages. To opt out dial \*253#on your USSD menu go to settings and select the SMS opt out option.
- 5.5 CarePay shall not share your personal information without your consent to third parties or unauthorized persons, except as provided in this policy, to act on your behalf or request, as required by law or when necessary for operation of M-TIBA and fulfilment of the services hereunder or related hereto. For certain services CarePay may be required to use third party services. CarePay shall remain responsible for the protection of your personal information and shall take every step to ensure your privacy.

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

- 6.1 Although CAREPAY, UAP and Safaricom will have taken all reasonable precautions to ensure that the information provided to you on M-TIBA is accurate and that you suffer no loss or damage as a result of the use of the Service, by using the Service you agree that your use is entirely at your own risk and you assume full responsibility for any risk of loss or damage arising from the use of the Service with the exclusion of any willful and gross negligence by CAREPAY, UAP and Safaricom or its officers,

employees, subcontractors or agents. You are responsible for the correctness of the data in your MTIBA account.

- 6.2 By using the Service, you hereby acknowledge that you have registered for the M-TIBA service voluntarily and without any coercion and have no legal rights against CAREPAY, for the use of the Service.
- 6.3 You agree that CAREPAY and their officers, employees, agents and partners will not be liable for any loss or damage including, without limitation, any direct, indirect, special, incidental, consequential or punitive damages, whether arising out of contract, statute, tort or otherwise arising from:
  - 6.3.1. Any force majeure events or other circumstances outside the control or knowledge of CAREPAY or including industrial disputes, terrorist or enemy action, or
  - 6.3.2 Any damage to or loss of information on your mobile phone in the event that unwanted programs or material, malwares, trojans, worms or viruses are transmitted to your mobile phone by the use of the Service. It is expected that by using the Service you will take all reasonable precautions while sending and receiving data via M-TIBA.
  - 6.3.3 Any losses incurred due to any inaccurate content, loss or unavailability of data or lack of access to the Service that is beyond the control of CAREPAY.
  - 6.3.4 Any content on a third-party or online partner site or service.
- 6.4. SAFARICOM can make no representations whatsoever concerning any products or services NOT directly provided by SAFARICOM, in direct relation to M-TIBA. This includes products and services provided by UAP, CAREPAY and the contracted healthcare providers.
- 6.5. UAP can make no representations whatsoever concerning any products or services NOT directly provided by it, in direct relation to M-TIBA. This includes products and services provided by SAFARICOM, CAREPAY and the contracted healthcare providers.
- 6.6. CAREPAY can make no representations whatsoever concerning any products or services NOT directly provided by CAREPAY, in direct relation to M-TIBA. This includes products and services provided by SAFARICOM, UAP and the contracted healthcare providers. CAREPAY expressly disclaim any liability arising from any loss occurring as a result of reliance on these products or services.
- 6.7. CAREPAY disclaims liability from the fraudulent actions of any third parties including but not limited to any mobile money platform operators or related parties.
- 6.8. CAREPAY disclaims liability arising from any mistreatment, malpractices or wrongful actions of any of the contracted healthcare providers in the line of providing health services.

## **7. TERMINATION OF THE M-TIBA SERVICE**

- 7.1. Either party may determine to terminate this Agreement at any moment in time:
  - 7.1.1. In case you have no activity in your M-TIBA account for a consecutive period of more than 6 months, then CAREPAY has the right to deactivate your M-TIBA account.
  - 7.1.2. CAREPAY can actively terminate the Agreement by sending an SMS from sender ID "MTIBA" to your registered SAFARICOM telephone number.

- 7.1.3. You can terminate this Agreement by calling the customer support center on telephone number 0800 721 253/ 0709 071 000 or by dialing \*253#, Selecting My M-TIBA and the program and the option to quit program.
- 7.1.4 In case of termination, all remaining funds in Your M-TIBA Account, minus any outstanding payments (net of charges) to Remitters, Sponsors, Donor and/ or the contracted healthcare providers, shall be refunded in your regular MPESA account within 5 working days.

## **8. DISPUTE RESOLUTION AND JURISDICTION**

- 8.1. You may contact the M-TIBA customer support center on telephone number 0800 721 253 or 0709 071 000 to report any dispute or claim relating to M-TIBA during the contract period.
- 8.2. All disputes arising from the M-TIBA or these Terms & Conditions will be addressed by way of amicable discussions between the parties.
- 8.3. If an amicable resolution of the dispute or claim fails for a period longer than 14 days from the date the dispute or claim first arose, the dispute may be resolved by an arbitrator agreed on by both parties and in default of such agreement by an arbitrator appointed by the Chairman of the Kenya Chapter of the Chartered Institute of Arbitrators on the application of either party. Such arbitration shall be conducted in Nairobi in accordance with the Arbitration Act 1995 or any re-enactment thereof.
- 8.4. To the extent permissible by law the determination of the arbitrators shall be final conclusive and binding upon the parties hereto.
- 8.5. These Terms & Conditions and the use of the service shall be governed by the Laws of Kenya.
- 8.6 CarePay adopted various safeguards to protect unauthorized access to your personal information and to ensure the confidentiality of your personal information. Access to your personal information is restricted on a need-to-know basis and under strict obligations of confidentiality.
- 8.7 CarePay may publicly share non-personal (anonymized) information with its partners or relevant stakeholders, including but not limited to the Government of Kenya, the Regulated Financial Services Entity and the program SPONSOR. For example, shared non-personal information on the use of the M-TIBA, the medical services that were paid for through M-TIBA, to improve the services under M-TIBA and for statistical analyses and research purposes.

## **9. CHANGES TO M-TIBA PRODUCT OR SERVICES**

Notwithstanding any other provision of this Agreement, CAREPAY and its principals reserve the right to change, suspend, remove, or disable access to any Products, content, or other materials comprising a part of the Services at any time without notice. In no event will CAREPAY be liable for making these changes. CAREPAY may also impose limits on the use of or access to certain features or portions of the Services, in any case and without notice or liability.

## **10. CHANGES TO TERMS AND CONDITIONS**

CAREPAY reserves the right at any time to modify those terms and conditions and to impose new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be notified to you fourteen days in advance. Your continued use of the Services will be deemed acceptance thereof.

## **11. ELECTRONIC CONTRACTING**

Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by and to pay for such agreements and transactions. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions you enter into, including notices of cancellation, policies, contracts, and applications.

## **12. YOUR ACCOUNT**

As a registered user of the Services, you may establish an account ("Account"). Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account, and for all activities that occur on or through your Account, and you agree to immediately notify CAREPAY of any security breach of your Account. CAREPAY, UAP and or Safaricom shall not be responsible for any losses arising out of the unauthorized use of your Account.

## **13. ACCOUNT INFORMATION**

Unless specifically mentioned otherwise, information about programs, promotions, bonus schemes and benefits can be found in the specific terms & conditions of the respective program, promotion, bonus scheme or benefit. Information in the USSD menu or on the mobile application are not legally binding and only provide a summarized version of the terms & conditions of the respective program, bonus or benefit.

## **14. MISCELLANEOUS**

These Terms and Conditions constitute the entire agreement between you, UAP and CAREPAY and governs your use of the Services, superseding any prior agreements between you UAP and CAREPAY. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content. If any part of this Agreement 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 intention.