

## **M-TIBA NHIF BORA PROMOTION**

The following terms and conditions apply to the M-TIBA NHIF Bora Promotion and by enrolling to the promotion you are deemed to have read, understood and accepted these terms and conditions (“NHIF Bora Terms & Conditions”).

### **1. DEFINITIONS**

- 1.1. Administrator: The entity administrating the NHIF Bora Promotion and party to these terms and conditions.
- 1.2. NHIF Bora Promotion or Promotion: The M-TIBA NHIF Bora Promotion, a promotion facilitated through a joint partnership between PharmAccess as Sponsor, NHIF as Insurer and CarePay as Administrator.
- 1.3. CarePay: CarePay Limited, a Kenyan entity operating the mobile payment platform M-TIBA, facilitating the operation of the M-TIBA Account and administering the NHIF Bora Promotion.
- 1.4. 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.
- 1.5. Insurer: The entity providing the medical insurance cover for the NHIF Bora Promotion being the NHIF Supa Cover as offered by the NHIF on which the NHIF Act No 9 1998 applies and partner in the NHIF Bora Promotion.
- 1.6. M-TIBA: An access service provided on the M-TIBA Platform operated by CarePay 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.
- 1.7. 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.
- 1.8. 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.
- 1.9. NHIF: The National Hospital Insurance Fund in Kenya providing medical insurance cover as governed by the NHIF Act No 9 1998.
- 1.10. NHIF Supa Cover: A medical insurance cover provided by the NHIF.
- 1.11. NHIF Supa Cover Premium: The amount payable to the NHIF for the NHIF Supa Cover amounting to Khs 6000.
- 1.12. Participant or You: The individual signing up for the NHIF Bora Promotion and accepting these terms and conditions.
- 1.13. PharmAccess: PharmAccess Foundation, a not-for-profit organization established in the Netherlands and Kenya dedicated to improve access to healthcare in Africa.
- 1.14. Sponsor: the entity funding the NHIF Bora Promotion by paying the NHIF Supa Cover Premium or part thereof and partner in the NHIF Bora Promotion.

### **2. THE M-TIBA NHIF BORA BONUS PROMOTION**

- 2.1 The NHIF Bora Promotion is facilitated through a joint partnership between PharmAccess as Sponsor, the NHIF as Insurer and CarePay as Administrator.
- 2.2 The NHIF Bora Promotion aims to support families consisting of women in the age of 18-49 years whom are pregnant and/or have children under the age of five, living in specific geographical

areas in Kenya to be able to access healthcare through medical insurance cover using M-TIBA and support these women to save towards being able to pay for medical insurance cover themselves. Under the NHIF Bora Promotion 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/or 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 at the M-TIBA website at <http://m-tiba.co.ke>. These can be found on the M-TIBA website and form the first component of these NHIF Bora Terms & Conditions and shall be read in conjunction with one another
  - For the first year of enrolment in the in the NHIF Bora Promotion, the Participant will be registered for the NHIF Supa Cover and receive full sponsorship of the NHIF Supa Cover Premium (6000 Khs) from the Sponsor.
  - For the second year of enrolment in the NHIF Bora Promotion, the Participant will receive 50% (3000 Khs) sponsorship of the NHIF Supa Cover Premium from Sponsor provided that Participant will save 50% (3000 Khs) of the NHIF Supa Cover Premium before the end of year one of enrolment in the NHIF Bora Promotion itself and confirms this saved 3000 Khs can be used to pay for the NHIF Supa Cover Premium for the second year of enrolment in the NHIF Bora Promotion.
- 2.3 Sponsor is only obliged to pay the amounts a set in clause 2.2 of these NHIF Bora Terms & Conditions based on the NHIF Supa Cover Premium amounting to Khs 6000. Any increase of the NHIF Supa Cover Premium by the NHIF shall not lead automatically to an increase in the amount payable by Sponsor for the first and second year of the NHIF Bora Promotion. Increase of the NHIF Supa Cover Premium by the NHIF may lead to limited registrations, adjusted amounts payable by Sponsor or You of which You shall be notified.
- 2.4 Access to healthcare services under the NHIF Bora Promotion 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 You access healthcare services under the NHIF Bora Promotion.
- 2.5 With enrolment in the NHIF Bora Promotion and your M-TIBA Account You can access healthcare services covered by the NHIF Supa Cover at your selected preferred healthcare provider (that is participating in the NHIF Bora Promotion). Your preferred healthcare provider may refer you 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 you will be covered for these cost; if the referral treatment falls beyond the limits of the NHIF Supa Cover Terms & Conditions this may be at your own cost.
- 2.6 You can access healthcare services under the NHIF Bora Promotion by dialing into your M-TIBA Account through the USSD menu via \*253# on your 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. You will receive a treatment confirmation text message.
- 2.7 By participating in the NHIF Bora Promotion You agree that certain information may be shared with Sponsor, including your first name, number of dependents and picture. Medical data will never be shared with Sponsor

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

- 3.1 To register for the NHIF Bora Promotion You will be given information and be registered by an NHIF Bora Agent who will enroll You to the NHIF Bora Promotion by registering You for M-TIBA, loading the NHIF Bora Promotion on your M-TIBA Account thereby enrolling You for the NHIF Supa Cover or use your existing M-TIBA Account to register You for the NHIF Bora Promotion.
- 3.2 To participate in the NHIF Bora Promotion You must be a women between 18 and 49 years of age, 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 NHIF Bora Promotion (as made known to You by the NHIF Bora Agent), not have defaulted on NHIF Supa Cover Premium payments within the last 12 months from the moment of enrollment in the in the NHIF Bora Promotion and able to provide all documents required for NHIF Supa Cover enrollment for You and your Dependents.

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

- 4.1 The NHIF Bora Promotion shall run from 30<sup>th</sup> March 2018 until 29<sup>th</sup> April 2021 with the last registration date on 30<sup>th</sup> March 2019 or prior this date when the limit of registrations a set by the Sponsor has been reached.
- 4.2 Your NHIF Supa Cover under the first year of the NHIF Bora Promotion is effective for 12 months from the date you receive a text message on your phone with your M-TIBA Account informing You that the NHIF Supa Cover is now active. The NHIF Supa Cover benefit for the second year is effective for 12 months from the date you receive a text message on your phone with your M-TIBA Account informing you that the NHIF Supa Cover is now active, provided that You have saved 50% of the NHIF Supa Cover Premium in your M-TIBA savings account before the end of year one of enrolment in the NHIF Bora Promotion. You will receive a text message reminder on your phone with M-TIBA Account prior to the date at which You need to have saved this amount in your M-TIBA Account. Access to your M-TIBA Account will not expire, unless you terminate your M-TIBA Account.
- 4.3 After the second year of enrolment in the NHIF Bora Promotion You are no longer entitled to sponsorship of the NHIF Supa Cover Premium. You can continue registration for the NHIF Supa Cover or other medical insurance cover on your own initiative and costs and continue the use of your M-TIBA Account to save and pay for healthcare services.
- 4.4 You may determine to terminate your enrolment in the NHIF Bora Promotion at any time by dialing our customer support center at the toll free telephone number 0800 721 253 or 0709 071 000.
- 4.5 Upon termination You will remain entitled to utilize the NHIF Supa Cover for the remaining months of that year of registration of the NHIF Supa Cover in your name, provided that the Sponsor has made the NHIF Supa Cover Premium payment to NHIF and provided that NHIF has processed this payment and activated your NHIF Supa Cover. After termination no further payments of the NHIF Supa Cover Premium shall be made by Sponsor and You shall not be entitled to the second year of partial sponsorship under the NHIF Bora Promotion. After termination of enrolment under the NHIF Bora Promotion and expiration of the remaining months of the NHIF Supa Cover under the NHIF Bora Promotion You can register for the NHIF Supa Cover or other medical insurance cover on your own initiative and costs or save and pay for medical services as You wish.

- 4.6 Termination of enrolment in the NHIF Bora Promotion shall not terminate your registration to M-TIBA. On the use of M-TIBA including termination of your 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 You wish to terminate your registration of M-TIBA You are referred to the General Terms and Conditions M-TIBA. In case of any issues, You 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.
- 4.7 Administrator can terminate your enrolment in the NHIF Bora Promotion after the first year of enrolment when You have not saved the 50% sponsorship of the NHIF Supa Cover Premium in your M-TIBA Account. Administrator can also terminate your enrolment in case Participant relocates to an area wherein no M-TIBA preferred healthcare provider can be selected to deliver the medical services under the NHIF Bora Promotion.

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

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

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

- 6.1. Although Administrator together with its partners will have taken all reasonable precautions to ensure that the information provided to You concerning the NHIF Bora Promotion is accurate and that you suffer no loss or damage as a result of your participation in the NHIF Bora Promotion, by participating in the NHIF Bora Promotion You agree that your participation is entirely at your own risk and You assume full responsibility for any risk of loss or damage arising from your participation in the NHIF Bora Promotion with the exclusion of any willful and gross negligence by Administrator and its partners.
- 6.2 You agree that Administrator and its partners in the NHIF Bora Promotion and their officers, employees, agents and partners will not be liable for any loss or damage arising from:
- a) 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 Administrator provides 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 NHIF Bora Promotion. Therefore in no event will Administrator be liable for any damage resulting from products or services provided by third parties in relation to the NHIF Bora Promotion and in particular the NHIF Supa Cover as provided by the NHIF, the medical

services provided by the participating healthcare providers and the payment of the NHIF Supa Cover Premium by Sponsor.

- 6.4 Sponsor is responsible for payment of the NHIF Supa Cover Premium in accordance with the NHIF Bora Terms & Conditions 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 NHIF Bora Promotion. Therefor in no event will Sponsor be liable for any damage resulting from products or services provided by third parties in relation to the NHIF Bora Promotion and in particular the NHIF Supa Cover as provided by the NHIF, the medical services provided by the participating healthcare providers and the services provided by Administrator.

## **7. DISPUTE RESOLUTION AND JURISIDICITION**

- 7.1. You may contact the NHIF customer support center on telephone number 0800 720601 to report any queries, concerns or complaints concerning your NHIF Supa Cover. You may contact the M-TIBA customer support center on telephone number 0800 721 253 for any queries regarding the NHIF Bora Promotion for the duration of the NHIF Bora Promotion. The M-TIBA customer support center is not authorized to handle queries or address disputes arising from your registration to the NHIF Supa Cover and will refer any questions concerning NHIF Supa Cover to the NHIF customer support center.
- 7.2. All disputes arising from the NHIF Bora Promotion or these Terms & Conditions will be addressed in good faith by way of amicable discussions between You and Administrator.

## **8 MISCELLANEOUS**

- 8.1 These NHIF Bora Terms and Conditions constitute the entire agreement between You and Administrator and governs your participation in the NHIF Bora Promotion. 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 Administrator and the remaining portions shall remain in full force and effect. For the avoidance of doubt your registration to M-TIBA shall be governed by the General Terms & Conditions M-TIBA and your 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 NHIF Bora Terms and Conditions and to impose new or additional terms or conditions on the NHIF Bora Promotion. Such modifications and additional terms and conditions will be notified to You. Your continued participation will be deemed acceptance thereof.