

IMARISHA JAMII TERMS AND CONDITIONS

The name of the insurance company that shall serve you is Jubilee insurance. Bluewave has been appointed to administer this Policy. Both Jubilee and Bluewave cannot use or transfer your information to a third party.

Definitions:

- I. “Customer/Policy holder” means an M-Pesa Subscriber who has accepted the terms and conditions of this product and is between age 18 and 75 years.
- II. “Policy” means this agreement between you and Jubilee by accepting the terms and conditions during USSD enrolment.
- III. “Next of Kin” means a person’s closest living blood relative of yours that you will have selected as your beneficiary after signing up by USSD to the Imarisha Jamii product.
- IV. “Eligible Dependent” (usually spouse or child) of an insured person who is eligible for insurance coverage.
- V. “Beneficiary” is the person(s) or entity entitled to receive the claim amount and other benefits upon the death of the benefactor or on the maturity of the policy.

What you are covered for:

Hospital Cash: This is a cash payment payable to you in the event of your continuous Hospitalization in an accredited NHIF hospital for a period of three nights or more. The cash payment is payable in lump sum after receipt of proof of continuous hospitalization. The hospital cash benefit will be limited to six (6) payments per calendar year.

Funeral Expense or Life Policy: This is a cash benefit payable to your next of kin in the event of death caused by an accident or illness. The funeral benefit shall not be payable in the event the death was caused by drug induction, alcohol or involvement in any criminal activity.

Total Permanent Disability: This is a cash benefit payable to you upon the total loss of sight, limb or hearing caused by an accident.

What you must remember:

- This Policy only covers the customer or policy holder as defined above.
- The Insurance cover shall only commence when you have successfully registered yourself by dialling *643# and following the prompts.
- There is a 1 (one) week’s waiting period for the weekly cover and a month’s waiting period for the monthly cover from the date of successful registration.
- The duration of the Insurance cover is one (1) week/ One (1) month, dependent on the cover selected .There is a 3 days reminder prior to expiry.
- This cover only applies to M-Pesa Subscribers who have subscribed to this product through the USSD *643#. We shall be incorporating Airtel Money soon.
- Claims are limited to one (1) valid claim per cover period for Funeral Expense or Disability. Hospital cash shall be limited to two (2) valid claims per calendar year.
- This policy is only valid in Kenya.

- The listed dependents are not all beneficiaries, only the listed beneficiaries will benefit upon the death of the benefactor.

What is not covered:

In the case of death, disability or hospitalisation the following exclusions will hold:

- suicide or self-inflicted injury,
- involvement in any criminal activity,
- alcohol or drug abuse,
- war and terrorism; if one was actively participating,
- civil commotion,
- pregnancy earlier than 10 months

General conditions:

Claims

If the insured has been hospitalized, disabled or passed away, claims must be registered within thirty (30) days of the risk occurring.

The claims will be made within ten (10) days after receipt of all claim documentation required.

The claim benefit shall be paid through your M-Pesa money wallet.

Please note that failure to comply with these requirements will lead to rejection of your claim.

No rights to other persons

You may not transfer any rights under this Policy to any third party.

The claim will only be valid if the customer details are up-to-date.

Premiums

- Your Policy remains valid for as long as your premiums are paid. The Premiums are paid directly to Jubilee Insurance via M-Pesa on Paybill number 328105 - Jubilee Micro-Insurance Account. The deductions are automatically done from your M-Pesa account.
- You have an option to select either weekly or monthly premium.
- **Duty to safeguard your life.** You shall at all times take reasonable steps to safeguard your life.
- **Misrepresentation, non-disclosure or false declaration.** Any material misrepresentation, non-disclosure or false declaration shall render the Policy as a whole, voidable from date of inception at the instance of the insurer. In such an event:
- You will be liable to reimburse any amounts paid to You under this Policy to the insurer; and

- The insurer will not be obliged to pay any claim lodged under this Policy; If there are false declarations made at the time of claiming which results in fraud, all benefits under this Policy shall be forfeited and Your Policy will be cancelled with immediate effect.

IMARISHA JAMII POLICY DOCUMENT

References:

“The Company” refers to The Jubilee Insurance Company of Kenya Limited

“The administrator” refers to Bluewave Insurance Agency limited

“The Policyholder/Customer” refers to Telekom Subscriber who dials designated USSD short code to enrol into Imarisha Jamii cover.

1. ELIGIBILITY OF INDIVIDUALS FOR INSURANCE.

1.1 All Customers shall be eligible for cover under this policy on a life, disability & hospitalisation provided at the date of application.

1.2 The Customer shall have attained a minimum age of 18 years and a maximum age of 75 at the date of enrolment.

1.3 For the purpose of this policy the submission of the name, premium payment and other details of the Customer as specifically described in Section 3 shall constitute the application to the Company.

2. EFFECTIVE DATE OF ASSURANCE.

The effective date of cover shall be the day a member makes a subscription and completes full premium deduction via their mobile money wallet.

3. SCHEDULES OF ASSURANCE.

The benefits cover for each Customer shall be contained in the Policyholder’s monthly subscribers list submitted to the Company through SMS messages on the agreed date.

4. WAITING PERIOD

4.1 There will be a one (1) month waiting period from date of initial payment on the Imarisha Jamii insurance cover during which benefits will not be payable.

4.2 There will also be a one (1) month waiting period imposed on the Life with Disability rider for all natural deaths or disability during which benefits will not be payable. Accidental deaths shall have no waiting period.

5. PERIOD OF ASSURANCE

The period of assurance will run on a weekly and/or monthly basis and shall be renewable each week and/or month that the Customer has actively initiated purchase in accordance with the scope of cover on Section 7

6. INSURANCE CLAUSE

Upon receipt by the Company of due proof that any Customer assured has:

6.1 Passed away or has been rendered disabled, the Company shall pay subject to the terms hereof, the amount of assurance in force on account of the Customer in accordance with the schedule agreed upon with the Policyholder in Section 7 to the named next of kin of the deceased.

6.2 The company shall request for a Death certificate or Burial permit or any other document it may deem necessary to process the claim

6.3 Been hospitalised for Three (3) nights or more, the Company shall pay subject to the terms hereof as indicated in section 7. The company shall request for a discharge summary, Doctors report, Medical bills or any other document it may deem necessary to process the claim

7. SCOPES OF COVER

The Company shall pay the Customer their insurance benefit in accordance with the following insurance benefit bands:

WEEKLY COVER OPTIONS:

Weekly Premium (KShs)	Hospital Cash (KShs)	Funeral (KShs)	Disability (KShs)
20	500	5,000	5,000
40	1,000	10,000	10,000

MONTHLY COVER OPTIONS:

Monthly Premium (KShs)	Hospital Cash (KShs)	Funeral (KShs)	Disability (KShs)
150	5,000	50,000	50,000
300	10,000	100,000	100,000

Benefit description

- 1. Hospital Cash:** Cash payment payable to the policy holder in the event of continuous Hospitalisation of the customer in an accredited NHIF hospital for a period of three nights or more. The cash payment is payable in lump sum after receipt of proof of continuous hospitalization. Hospital Cash benefit will be limited to two payments per calendar year.
- 2. Life or Funeral benefit:** This is a cash benefit payable to the customer's beneficiaries in the event of death caused by an accident or illness. Funeral benefit shall not be payable in the event the death was caused by drug induction, alcohol or involvement in any criminal activity.
- 3. Disability:** This is a cash benefit payable to the customer upon total loss of sight, limb or hearing caused by an accident.

8. PREMIUMS

- 8.1** Premium payable per policy weekly and/or monthly is as per the schedule below in accordance with the benefit qualified in accordance with purchases made that month.
- 8.2** Premium shall be paid directly to Jubilee Insurance via M-Pesa vide paybill number 328105 - Jubilee Micro-insurance Account
- 8.3** The Company shall keep records of the customer or Policy holder's premiums paid to the Company and shall do reconciliation as agreed by all concerned parties.
- 8.4** In the event that the premium or premiums actually paid to the Company are incorrect, the Company will reconcile the difference and ensure that the remaining premiums are remitted by the Policyholder.

9. PAYMENT OF BENEFIT

9.1 The Company will pre-approve and pay via the customers' mobile money wallet any eligible benefit within ten (10) working days of receipt of all the relevant claims documents.

9.2 The premiums are reviewable by the Company and the administrator and any changes are subject to a thirty (30) days written notice.

10. ASSURANCE OF TERMINATION

Either party may terminate this policy by providing thirty (30) days' written notice of termination. All active policies as of the date of termination shall remain in force through the end of the month for which premiums have been paid and received by the Company.

Liability in terms of the policy shall cease when:

- a) The month in force has lapsed and failure to remit premiums as per the terms of this agreement. The policy can however be reinstated as per section 14 below.
- b) The Customer passes away or declines to renew their cover.
- c) The Customer materially misstates any information required for insurance.

11. REINSTATEMENT

A lapsed Policy may be reinstated upon payment of all the Outstanding Premiums.

12. RESTRICTIONS

This Policy is limited to Kenyan residents only and does not extend cover to foreign residence, travel or occupations.

13. CLAIMS

Claims submitted by the customer will be paid subject to the following terms and conditions:

13.1 Notification of the Company via the Administrator's portal within thirty (30) days of incidence. Notification may be made by email to medicalclaims@jubileekenya.com

13.2 To prove that the claim is payable, the claimant will be required to provide required documents as per the discretion of the company, as well as digital copies as per the claim type:

13.3 In case of death: A Medical Certificate of cause of Death, OR A Death Certificate OR Letter from a local Administrative authority or officiating religious authority and a mortuary receipt/obituary OR Coroner's Report and Burial Permit/Mortuary Receipts.

13.4 In case of accidental permanent disability: a medical statement from a registered doctor certifying the date, nature and cause of the disability, as well as a police report of the accident;

13.5 In case of hospitalisation: proof of admission, discharge, and, where deemed necessary, hospital invoice payment receipts

13.6 Any other documentation required by the Company to verify the validity of the claim.

13.7 Scanned copies of documents are acceptable in the event of hospitalisation, Disability and death, although either the Company or their administrator may require printed or hard copies where the scanned copy is illegible or does not appear authentic.

14. EXCLUSIONS AND CONDITIONS

- In the case of death, disability or hospitalisation the following exclusions will hold:
- suicide or self-inflicted injury,
- involvement in any criminal activity,
- alcohol or drug abuse,
- war,
- terrorism,
- civil commotion,
- pregnancy earlier than 10 months

40	1,000	10,000	10,000
----	-------	--------	--------

Monthly Premium (KShs)	Hospital Cash (KShs)	Life (KShs)	Disability (KShs)
150	5,000	50,000	50,000
300	10,000	100,000	100,000

THE MOBILE USSD TERMS AND CONDITIONS.

1. INTRODUCTION

1.1 This Agreement applies to Customers of The Jubilee Insurance Company of Kenya Limited (hereinafter referred to as JICK) who wish to subscribe to the USSD (Unstructured Supplementary Service Data) Mobile Service.

1.2 The Agreement explains our obligations to you (Customer/Subscriber) and your obligations to us and becomes effective at the time of registering for USSD access (also called the Service) and during the time you access the Services.

2. GENERAL CONDITIONS

2.1 DEFINITIONS: In these Terms and Conditions the following words and expressions (save where the context requires otherwise) bear the following meanings:

2.1.1. "JICK" means The Jubilee Insurance Company of Kenya Limited incorporated in Kenya as a limited liability company under the Companies Act (Chapter 486 of the Laws of Kenya) and duly licensed as an insurer under the Insurance Act (Chapter 487 of the Laws of Kenya);

2.1.2. "Customer Care Centre" means any JICK Contact Centre, or Branch as may be notified to the Customer by the JICK from time to time; The Contact Centre telephone and e-mail details shall be +254719222111 and info@jubileekenya.com respectively or any other such contact details as may be notified to the Customer by the JICK from time to time;

2.1.3. "Customer Information" means the Customer/Subscriber policy details, JICK insurance products, JICK bank account details and JICK contact details;

2.1.4. "Equipment" includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access the Network;

2.1.5. "IJM USSD Menu" means the Imarisha Jamii Menu on the USSD System;

2.1.6. "JICK USSD Service PIN" means your personal identification number being the secret code used to access and operate the JICK USSD Service;

2.1.7. "Subscriber/Customer" means the Insurer's Customer registered to use the USSD System to access Customer Information;

2.1.8. "Network" means the mobile cellular network operated by any registered telecommunications company in Kenya;

2.1.9. "Request" means a request or instruction received by JICK from you.

2.1.10. "SIM Card" means the subscriber identity module which when used with the appropriate mobile phone handset enables you to access the Network and to use the USSD System;

2.1.11. "SMS" means a short message service consisting of a text message transmitted from one mobile phone to another;

2.1.12. "System" means JICK's electronic insurance and communications software enabling the Customer to communicate with JICK for purposes of the Services. The System and the Services will for the purpose of this Agreement be accessed through a registered telecommunication company's system;

2.1.13. "USSD System" means the system operated by JICK for the provision of the USSD Service using the Network;

2.1.14. "USSD Mobile Services" means the services as defined in clause 2.2 below.

2.1.15. Words importing the singular meaning where the context so admits include the plural meaning and vice versa. USSD Service Terms and Conditions Jubilee Insurance JICK 2017 Page 3 of 6

2.1.16. We," "our," and "us," means JICK and includes its successors in title and assigns;

2.1.17. "You" or "your" means the Customer and includes your personal representatives and heirs; operating an account and includes (where appropriate) any person that you have authorized to give instructions on your account.

2.1.18. Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.

2.2. **THE SERVICE:**

2.2.1. JICK will provide the USSD Mobile Service ("the Service") to you through your mobile phone.

2.2.2. The Service is available to Customers who wish to access Customer Information through USSD. JICK reserves the right to accept or decline any application for the Service at its sole discretion.

2.2.3. You must be a subscriber of a mobile service provider engaged by JICK for you to access the Service.

2.2.4. The Service will only be provided through the mobile service provider(s) which, JICK at its sole discretion may determine from time to time.

2.2.5. There shall be a Self-Care Menu on the JICK USSD Menu. To access the Self Care menu, you will be required to create a USSD Service PIN. The USSD Service PIN must be kept secret and not disclosed. You must take all reasonable care to prevent unauthorized or fraudulent use of the Service. JICK will not be held liable for any losses arising from unauthorized use of your USSD Service PIN.

2.2.6. The provision of the Service is subject to the availability of the mobile telephony connectivity. JICK will not be held liable for non-delivery or delay in delivery or wrongful delivery of the Service, as a result of the failure of the mobile telephony connectivity.

2.2.7. JICK shall not be held liable for the quality of service of the mobile service provider and gives no warranty with respect to the quality of service by the mobile service provider.

2.2.8. You agree that JICK shall not be held liable for any disputes that may arise between you and your mobile service provider.

2.2.9. The Self Care service will be provided to you as long as you are the sole policyholder and/or principal member.

2.2.10. JICK will ensure as far as possible that any information supplied to you through the Service is accurate. We shall not be liable for any error which results in the provision of inaccurate information.

2.2.11. The Service will only be available in geographical regions where the chosen mobile service provider(s) provide mobile telephony connectivity.

2.2.12. You must notify JICK immediately of theft or loss of your mobile phone/SIM card, any unauthorized access to the Service or upon your discontinuation of the telephony service with your mobile service provider, through the Customer Care Centre.

2.2.13. JICK reserves the right to enhance the Services at any time without notice to you. It is your responsibility to keep updated with these enhancements. JICK will make all reasonable efforts to notify you of any changes or updates.

2.2.14. JICK reserves the right to charge a fee for the provision of the Service and for the use of all or part of the Service. You will be notified of these fees from time to time. You will be liable to pay JICK for any fees levied for the use of the Service, unless JICK in its sole discretion waives such fees. These charges will be reflected in your normal account statement. JICK reserves the right to revise the fees chargeable for this Service from time to time. JICK reserves the right to terminate this Agreement in the event that you fail to pay any fees levied for the provision of the Service. USSD Service Terms and Conditions Jubilee Insurance JICK 2017 Page 4 of 6

2.2.15. You must notify JICK of any changes of your mobile telephone number, address and any other information that may affect your ability to access the Service. JICK will not be held liable for sending information to your mobile telephone number as contained in our records at any given time.

2.2.16. You agree to bear all risks and consequences of the inability to send and comply with any instruction sent using the Service due to errors in transmission of your instructions.

2.3 **NON-REPUDIATION:**

2.3.1 Until and unless you notify JICK otherwise, all Instructions received by JICK which are associated with your mobile phone details shall be deemed to have come from you, and JICK

shall be entitled to rely on such Instructions, whether they actually originated from you or not. You acknowledge that JICK may not be able to reverse or annul any transaction executed based on Instructions received prior to your notice to JICK.

2.3.2 You hereby indemnify and hold indemnified JICK against any loss, claim and/or damage that may arise due to negligence, fraud collusion or violation of these Terms on Your and/or a third party's part.

2.4 DISCLOSURE:

2.4.1 You hereby expressly consent and authorize JICK to disclose, receive, record or utilize your personal information or data relating to your policy for purposes relating to the provision of the Services. This includes:

2.4.2 to and from JICK's service providers, dealers and agents.

2.4.3 to JICK's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;

2.4.4 for reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and in business practices including but not limited to quality control, training and ensuring effective systems operation.

2.5 INTELLECTUAL PROPERTY RIGHTS:

2.5.1 You acknowledge that the intellectual property rights in the System (and any amendments, upgrades or enhancements thereto from time to time) and all associated documentation that JICK provides to you through the System or otherwise are vested either in JICK or in other persons from whom JICK has a right to use and to sub-license the System and/or the said documentation. You shall not infringe any such intellectual property rights. You shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent of the Insurer.

2.6 STATEMENTS:

2.6.1 You may request for a statement or activity report in respect of your policy from Imarisha Jamii.

2.6.2 A Statement shall provide details of the last 8 (eight) transactions (or such other number of transactions as determined by JICK) relating to your policy with JICK.

2.6.3 A Statement shall be delivered to you either by SMS to the mobile phone number associated with your policy or such other electronic means as JICK may in its discretion determine. You shall be responsible for the payment of any charges levied by the Network in delivering the Statement to you.

2.6.4 A Statement issued to you aforesaid shall be conclusive evidence of the transactions carried out on your policy for the period covered in the Statement.

2.6.5 You shall check your statement carefully and promptly inform JICK as soon as possible if it includes any transaction or other entry which appears to you to be wrong or not made in accordance with your instructions. USSD Service Terms and Conditions Jubilee Insurance JICK 2017 Page 5 of 6

2.6.6 JICK reserves the right to rectify discrepancies, add and/or alter the entries in your statements, without prior notice to you. JICK will however inform you of any rectification,

additions and/or alterations effected on your statements within a reasonable time after the changes are effected.

2.7 INDEMNITY:

2.7.1 In consideration of JICK complying with your instructions or Requests in relation to the Service, you undertake to indemnify JICK and hold it harmless against any loss, charge, damage, expense, fee or claim which JICK suffers or incurs or sustains thereby and you absolve JICK from all liability for loss or damage which you may sustain from JICK acting on your instructions or Requests or in accordance with these Terms and Conditions.

2.7.2 The indemnity in clause 2.7.1. shall also cover the following:

2.7.2.1 All demands, claims, actions, losses and damages of whatever nature which may be brought against JICK or which it may suffer or incur arising from its acting on any Request or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by the Insurer.

2.7.2.2 Any unauthorized access to your mobile phone through the Service or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your Equipment.

2.7.2.3 Any loss or damage occasioned by the failure by you to adhere to these Terms and Conditions.

2.7.2.4 Any damages and costs payable to JICK in respect of any claims against JICK for recompense for loss where the particular circumstance is within your control.

2.8 VARIATION AND TERMINATION OF RELATIONSHIP:

2.8.1 JICK may at any time terminate or vary its business relationship with you in relation to the Service. Any such variations or amendments may be published in posters or pamphlets available at JICK's branches, in the daily newspapers, on JICK'S website and/ or by any other means as determined by JICK. Any such variations and amendments shall take effect immediately upon publication.

2.8.2 JICK may at its sole discretion suspend or terminate your access to the Service:

2.8.2.1 if you use the USSD Service for unauthorized purposes or where JICK detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services;

2.8.2.2 if JICK is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority;

2.8.2.3 if JICK reasonably suspects or believes that you are in breach of these terms and conditions;

2.8.2.4 where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety;

2.8.2.5 to facilitate an update or upgrade of the contents or functionality of the Services from time to time;

2.8.2.6 if JICK decides to suspend or cease the provision of the Services for commercial reasons or for any other reason as it may determine in its absolute discretion.

2.8.3 You may deregister from the Service at any time by contacting Customer Care Centre, via +254719222111 or sending an e-mail request to info@jubileekenya.com.

2.8.4 Termination shall however not affect any accrued rights and liabilities of either party. Any fees that may be outstanding at the time of such termination will remain payable and JICK reserves the right to demand such fees from you. USSD Service Terms and Conditions Jubilee Insurance JICK 2017 Page 6 of 6

2.9 GOVERNING LAW AND DISPUTE RESOLUTION, JURISDICTION:

2.9.1 This Agreement shall be governed by and construed in accordance with the Laws of the Republic of Kenya.

2.9.2 Complaints, disputes and claims may be made in person, in writing, by post, email or by telephone to the Customer Care Centre.

2.9.3 JICK will take all measures within its means to resolve your complaints within a reasonable time. All complaints will be handled in accordance with JICK'S complaints handling procedures. The JICK's complaints handling procedures may be shared upon request.

2.9.4 Any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care Centre representatives shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 (sixty) days of the notification of a dispute, upon the application of either party, by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Branch). Such arbitration shall be conducted in the English language in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act.

2.9.5 To the extent permissible by law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.

2.10 MISCELLANEOUS

2.10.1 No failure or delay by either yourself or JICK in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

2.10.2. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

2.10.3. If any provision of these Terms and Conditions shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein.