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JCARE JOHARI POLICY

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Whereas the Insured named in the Policy Data Page has by a written proposal and declaration, applied to JUBILEE HEALTH INSURANCE LIMITED (herein referred to as Jubilee Health Insurance) for the medical insurance (herein referred to as the benefits) specified in the Schedule in respect of the persons (herein referred to as the Members) named in the Schedule, Jubilee Health Insurance issues this Policy to the Insured provided the agreed premium as consideration for insurance has been paid.

It is understood and agreed that the basis of this contract is an application form and declaration made to Jubilee Health Insurance by the Member and/or on behalf of his/her dependents and that the application form and declaration shall be deemed to be incorporated herein.

Jubilee Health Insurance hereby undertakes and agrees to provide coverage of otherwise non-recoverable medical and surgical expenses necessarily and reasonably incurred by the Member(including his/her dependents) as a direct result of sustaining accidental bodily injury and/or illness and/or disease within the period of insurance as follows, subject to the provisions, exclusions and conditions herein:

(a) The proportion specified on the Policy Data Page of all approved surgeons', anesthetists', operating theatre fees, ICU, CCU and HDU and hospital board and accommodation charges for bed/room benefit purchased, as a patient;

(b) The proportion specified on the Policy Data Page of all eligible and approved physicians', specialists' and/or pathologists' fees or nursing home and nursing attendance charges, x-ray and physiotherapy fees, clinic and laboratory fees, charges for drugs, dressings, surgical appliances for eligible illness and accidents during the insurance period; and

Provided that the stated proportions shall not exceed the amount specified in the Schedule of Benefits (Section 7).

SECTION 1: DEFINITIONS

Benefit Limit	This is Jubilee Insurance's liability as limited in events and amount to the limits and sub-limits specified in the Schedule 7 as applying to each item or type of cover provided. The overall maximum limit stated thereon is the maximum amount recoverable under this Policy as a whole by an Individual during any one period of insurance and in total in respect of any one covered claim or event.
Benefit Schedule	A detailed breakdown of benefits covered under the Individual medical insurance policy.
Chronic Condition	A disease, illness or injury which has at least one of the following characteristics:- It has no known cure, It is recurrent and can lead to permanent disability, It is caused by changes to one's body which cannot be reversed, It is permanent, It requires one to be specially trained or rehabilitated. It needs prolonged supervision, monitoring or long term treatment.
Civil War	An internecine war, or a war carried on between or among opposing citizens of the same country or nations.
Civil Commotion	A substantial disturbance of the public peace by three (3) or more persons assembled together and acting with common intent.
Claim	The documents submitted to Jubilee Health Insurance by the Service Providers or the Individual following the provision of medical services to a Member that shall include diagnosis and an itemization of services provided and cost (invoice and/or receipt where applicable) of the same.
Commencement Date	The date on which an eligible member or eligible dependent becomes a Member on or after the Effective Date and subsequent renewal dates. This shall also be when the waiting period for the benefits purchased begins.
Congenital Conditions	A genetic, physical or (bio) chemical defect, disease or malformation which may be either hereditary/familial or due to an influence during gestation up to birth which may or may not be obvious at birth whether diagnosed or not.
Coup d'état	The overthrow of an existing government by a group of its citizens or subjects.
Customary and Reasonable Charges	Means charges for medical care made by a service provider which shall be considered by Jubilee Health Insurance to be customary and reasonable to the extent that they do not exceed the general level of charges being made by other service providers of similar standing in the locality where the charge is incurred when providing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age, for a similar disease or injury. The scales of charges agreed from time to time between Jubilee Health Insurance and its Panel of Service Providers shall be indicative of such customary and reasonable charges.
Day Case	When an Insured Person is admitted to a Hospital and uses a Hospital bed but does not stay overnight.
Effective Date	The date that this medical insurance cover commences as shown on the Policy Data Page.
Eligible Dependent	Means one (1) legal spouse of the main applicant and/or unmarried children or legally adopted children who are dependent upon the Member for support, provided that such children are aged not less than 1 month and not more than 18 years at the date of enrolment into the scheme.
Emergency	An unforeseen, serious, sudden and acute medical injury or illness that requires immediate medical attention and without treatment commencing within 48 hours of the emergency event it could result in death or serious impairment of bodily function.
Epidemic/Pandemic	An epidemic is the rapid spread of infectious disease to a large number of persons in a given population within a short period of time. An epidemic may be restricted to one location; however, if it spreads to other countries or continents and affects a substantial number of people, it may be termed a pandemic. A pandemic is an epidemic occurring on a scale which crosses international boundaries and usually affecting a large number of people.
Exclusion	Category of treatment, conditions, activities and their related or consequential expenses that are excluded from this Policy and for which Jubilee Health Insurance shall not be liable.
Fraud	An intentional act of deception by a medical Service Provider or Member or both which has the objective of- a) Obtaining an unjustified (financial or other) benefit or advantage relating to the services or b) Causing or exposing Jubilee Health Insurance to (financial or other) loss or disadvantage related to the services, whether or not that act in fact achieves its intended purpose.
Genetic Testing	Is a type of medical test that identifies changes in chromosomes, genes, or proteins, the results of which can confirm or rule out a suspected genetic condition or help determine a person's chance of developing or passing on a genetic disorder.
Hospital	Means an institution, which is legally licensed as a medical hospital under the laws of the country in which it is located and which must be under the constant supervision of a registered

	and qualified Physician medical practitioner.
HIV and AIDS	Any treatment for, or treatment arising from Human Immunodeficiency Virus (HIV) or Acquired Immuno-Deficiency Syndrome (AIDS), including any condition that is related to HIV or AIDS including but not limited to the opportunistic infections.
In Force	The Policy is in effect for the medical benefits specified in the Schedule.
Insured	The Members indicated on the Policy Data Page.
Insurrection	A violent rising of citizens or subjects in resistance to their government.
Internal Prosthesis	An artificial body part or implant which is designed to form a permanent part of your body and is surgically implanted for one or more of the following reasons:- To replace a joint or ligament, replace one or more heart valves, replace the aorta or an arterial blood vessel, replace a sphincter muscle, replace a lens or cornea of the eye, act as a pacemaker, remove excess fluid from the brain or control urinary continence (bladder control).
Limit of Indemnity	This is Jubilee Insurance's liability as limited in events and amount to the limits and sub-limits specified in the Schedule as applying to each item or type of cover provided. The overall maximum limit stated thereon is the maximum amount recoverable under this Policy as a whole by any Member during any one period of insurance and in total in respect of any one covered claim or event.
Medical Record	This includes but is not limited to patient information, patient history, medical reports, medical examination findings, test results or reports, prescriptions for medication, referrals ordered or received from healthcare providers, case management plan, progress reports and return visits.
Medically Necessary	A medical service or treatment which in the opinion of a qualified and prudent medical practitioner is appropriate and consistent with the diagnosis and which is in accordance with generally accepted medical standards, clinically appropriate in terms of type, frequency, extent and duration and considered effective for the patient's illness, injury or disease.
Member	Means an Eligible person who has completed a membership application form or an eligible dependent whose name is included on the membership application form for this policy and acceptance of cover has been confirmed in writing by Jubilee Health Insurance and premium has been paid in full.
Occupational/Speech Therapy	This is the use of assessment and treatment to develop, recover, or maintain the daily living and work skills of persons with a physical, mental or cognitive dis-order.
Organ Transplant	The replacement of vital organs as a consequence of an underlying eligible medical condition.
Out-patient Treatment	Treatment that is received at a recognized medical facility but does not require admission and stay in a hospital or day care.
Pain Management	An interdisciplinary approach using pharmacological measures (such as anesthetics, tricyclic anti-depressants and anticonvulsants), interventional procedures, physical therapy, physical exercise, application of ice and/or heat and psychological measures to control pain.
Panel of Service Providers	The list of Hospitals, Pharmacies, Clinics, Physicians and other Service Providers having an agreement in effect with Jubilee Health Insurance from whom Members may seek eligible services on credit.
Patient	Is an ill or injured Member in need of treatment by a Physician, Surgeon or other healthcare providers.
Period of Insurance	The period from the Commencement Date to the renewal date or any such period as may be agreed between the parties, from the renewal date thereafter.
Physician	Means a properly qualified medical practitioner licensed by competent medical authorities of the country in which treatment is provided and who in rendering such treatment is practicing within the scope of his or her licensing and training.
Political unrest	Widespread anger and dissatisfaction with the current government resulting in public protest and/or violent acts against the government or where an uprising might take place in the form of a coup by the military in a country.
Pre-existing Condition	Means any injury, illness, condition or symptoms: (a) For which treatment or medication or advice or diagnosis has been sought or received and/or was foreseeable prior to the commencement Date for the Member concerned, or (b) Which originated or was known or not known by the Member to exist prior to the commencement date whether or not treatment or medication, or advice or diagnosis was sought or received.
Prematurity	The birth of a baby of less than 37 weeks gestational age and below, and before the developing organs are mature enough to allow normal postnatal survival. The infant is at greater risk of short and long term complications, including disabilities and impediments in growth and mental development.

Proportion of Expenses Covered	As indicated on the Policy Data Page.
Proximate Cause	Is concerned with how the ailment and/or condition happened to the member and whether the primary underlying cause is as a result of an insured condition. It looks for what is the reason behind the loss, and whether it is an insured peril or not.
Riot	A violent disturbance by three (3) or more persons assembled together which threatens the public peace.
Specialist	A qualified and registered medical practitioner who currently holds a substantive consultant appointment in that specialty which is recognized as such by the statutory bodies of the relevant country.
Strike	A work stoppage by three (3) or more workers to enforce demands made on an employer or to protest against an act or condition.
Surgical appliance	Devices and equipment used as an integral part of a surgical procedure administered by a surgeon.
Terrorism	An unlawful act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
Waiting Period	The period from the commencement date during which a Member is not entitled to any benefit except in the event of an accident and which waiting period is indicated on the Policy Data Page.
We, Us, Our	The Jubilee Health Insurance Company of Kenya Limited.

Words importing the singular number shall be deemed to include the plural number and vice versa. Where the context so admits, words denoting the masculine gender shall be deemed to include the feminine.

SECTION 2: SUMMARY OF BENEFITS

A. In-patient Cover – within the plan purchased

1. Hospital treatment and services:

All medically necessary and eligible active medical treatment and services provided by or on the order of a Physician to the Member when admitted as a registered patient to a hospital within the provider panel specified.

Cover includes hospital accommodation (up to the cost of general ward bed), nursing care, diagnostic, laboratory or other medically necessary facilities and services, physician's, surgeon's, anesthetist's or physiotherapist's fees, operating theatre charges, intensive care unit charges, high dependency unit, cardiac care unit, specialist consultations or visits and all drugs, dressings or medications prescribed by treating physician for in-hospital use. This shall include discharge drugs for up to 14 days. All drugs used within the hospital and for take home will be strictly based on a generic drug formulary unless the prescribed eligible drug is not available in a generic version

The cost of non-medical goods or services including such items as telephone, newspaper, toiletry items or accommodation for the Member's family is excluded.

2. Day –Case Surgery or Treatment:

When a Member is admitted to a Hospital and uses a Hospital Bed but does not stay overnight.

3. Chemotherapy

The treatment of disease such as cancer by the use of chemical substances through cytotoxic and other drugs shall be considered as inpatient or day care treatment based on the treatment required.

4. Radiation therapy

Treatment with high-energy radiation rays such as gamma rays as are used to kill, shrink, damage cancer cells, and stop them from growing and dividing.

5. Local Road Ambulance Services

Ambulance services for transportation of a sick Member for eligible inpatient treatment from an area where facilities for adequate care do not exist to the nearest suitable Hospital or licensed medical facility.

Cover for all eligible in-patient services is subject to the limits specified in the Schedule of Benefits (Section 7) and to the treatment cost being reasonable and customary.

B. Out-patient Cover - up to the applicable under the plan purchased

Medically necessary and eligible medical treatment provided to a Member who is not a registered in-patient at a hospital and defined as:

1. General Out-patient Services

Outpatient services provided by or on the order of a Physician who is licensed as a General Practitioner.

2. Specialist Out-patient Services

Outpatient services provided by or on the order of a Physician who is licensed as a Specialist or Consultant and to whom the Member has been referred to by a General Practitioner.

3. Out-patient Laboratory and Radiology Services

Laboratory testing, standard radiographic procedures used to diagnose or treat medical conditions. Such service must be provided or ordered by a Physician and must be covered under the Policy.

4. Out-patient Prescription Drugs

Dressings, prescription drugs and medicines, the use of which is restricted to the order of a Physician and prescribed for use by the Member as an outpatient for a maximum period of fourteen days. This will be strictly based on a generic drug formulary unless the prescribed eligible drug is not available in a generic version.

Cover for all eligible outpatient services are subject to the sub-limit amount specified in the Schedule of Benefits (Section 7) and to the treatment cost being customary and reasonable.

C. Maternity Cover up to the sub-limit applicable under the plan purchased

1. Pregnancy and childbirth for all normal and C-Section deliveries

Jubilee Health Insurance will cover the Principle/Spouse for the proportion of expenses shown on the Schedule of Benefits (Section 7) arising from childbirth provided the Member is admitted in a Hospital. The benefit shall cover delivery fees, consultation and treatment for childbirth for the normal period of confinement/admission in hospital. This benefit is only payable after 12 months from the effective date or commencement date whichever is later. Expenses for the new born child are excluded.

2. Complications of pregnancy

Jubilee Health Insurance will also cover cost arising out of complications of pregnancy, miscarriage and abortion provided that such abortion shall be certified by a gynecologist and/or a psychiatrist as being medically necessary to preserve the mental and/or physical health of the mother. Jubilee Health Insurance reserves the right to require the mother to be examined by a medical specialist of its choice. This benefit is not available for dependent children.

Complications of pregnancy are defined as those medical conditions which only ever arise as a direct result of pregnancy or childbirth. The conditions include ectopic pregnancy, gestational diabetes, hydatid form mole and/or molar pregnancies, miscarriage (actual or threatened), pre-eclampsia, failure to progress in labour or stillbirth. Puerperal psychosis, Post-partum hemorrhage and retained placental membrane that occur during childbirth are also covered by this benefit including complications of the above conditions.

Jubilee Health Insurance shall not be liable for payments in respect of:

- i. Expenses resulting from treatment for premature babies or babies born with deformities.

- ii. Complications arising as a result of assisted conception, including but not limited to premature or multiple births.

All benefits under this benefit sub-limit are payable after the first 12 months from the effective date or commencement date whichever is later.

Cover for all eligible maternity services are subject to the sub-limits as shall be specified in the Schedule of Benefits (Section 7) and to the cost of treatment being customary and reasonable.

Maternity cover is limited only to the female principal member/spouse and not available for dependent children.

D. Last Expense Cover

Jubilee Health Insurance shall, upon written notification of the death of a Member while this policy is in force, pay to the Insured or such other person or persons as the Insured may have previously directed in writing, the amount specified in the Schedule of Benefits to cater for the funeral expenses.

Jubilee Health Insurance shall not be liable for payments in respect of:

- i. Coverage of still births or deaths in womb before term.

The maximum liability shall not exceed the sub-limit, as shall be specified in the Schedule of Benefits (Section 7).

SECTION 3: GENERAL EXCLUSIONS

This insurance excludes:

A. Expenses incurred as a result of a Member's participation in:

1. Naval, military or air force service, paramilitary, police and police reserve service or operations;
2. Expenses incurred directly or indirectly as a result of participation hazardous, high risk, adventurous, dangerous and/or extreme sports activities which include but are not limited to in winter and water sports, underwater activities, scuba diving, white water rafting, bungee jumping, parachuting, rock climbing, mountain climbing or hang-gliding. Participation in professional sports; riding or driving in any kind of race or speed contest, motorized race or motorized speed contest including training; parasailing; spelunking; heli-skiing, skiing outside of marked trails; other dangerous sports or high risk activities. Participation in hunting, polo, racing on horseback, rugby, boxing, wrestling, rodeo activity, unarmed combat, caving, league football, motorcycling or motor racing on machines greater than 125 c.c.
3. Air travel except as a fare-paying passenger in any aircraft licensed for passenger carrying. Cover shall not in any event apply to a Member whilst operating, learning to operate or serving as a Member of a crew of any aircraft or travelling in any aircraft being used for sky-diving, racing, testing, aerobatics, exploration and/or participating in any other airborne activities.

B. Expenses directly or indirectly incurred as a result of:

1. War ("declared or undeclared"), civil commotion, participation in riot and strike, political unrest, act of foreign enemy, hostilities and warlike operations, civil war, coup d'etat, mutiny, insurrection, revolution, military or popular up-rising, military or usurped power, martial law or state of siege or any events or causes which determine the proclamation of maintenance or martial law or state of siege, confiscation, seizure, nationalization or destruction of or damage to the property by order of Government (de jure or de facto) or Land Authority or any process of law.
2. Costs directly or indirectly resulting from the release of weapon(s) of mass destruction, whether such involves an explosive sequence(s) or not.
3. Medical Treatment directly or indirectly arising from or required as a result of chemical

contamination or contamination by radioactivity from any nuclear material whatsoever or from the combustion of nuclear fuel, asbestosis or any related condition. Nuclear fission, ionizing or non-ionizing radiation or contamination by radioactivity from nuclear fuel or waste. For the purpose of this exclusion, combustion shall include any self-sustained process of nuclear fission.

- 4.
5. Intentional self-injury, suicide or attempted suicide (whether sane or insane) or any bodily injury or illness willfully self-inflicted or due to negligent or reckless behavior or as a result of result of committing or helping to commit a criminal act, except in an attempt to save a human life.
6. Venereal disease or any other sexually transmitted diseases or any related condition or complications thereof except for HIV/AIDS and related conditions subject to twelve months waiting period and full declaration on the application at policy inception.
7. Pre-existing Conditions and/or Chronic Conditions subject to twelve months waiting period and full declaration on the application at policy inception.
8. Treatment for the consumption of alcohol, intoxication, dependency on or abuse of alcohol, drugs or any substance abuse or any other addictive conditions of any kind and complications, injury or illness arising directly or indirectly from such use, abuse or addiction.
9. Vaccinations or any treatment undertaken or carried out as a preventative measure including complications thereof but not limited to check-ups, scans of any nature or any other form of disease and illness prevention including but not limited to preventative medications and supplements.
10. Treatment by chiropractors, acupuncturists, herbalists and other alternative treatments. Stays and/or maintenance or treatment received in health hydro's, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or a hospital which has effectively become the Member's home or permanent abode or where admission is arranged wholly or partly for domestic reasons or a period of quarantine or isolation.
11. Pregnancy, childbirth, maternity benefits, abortion, miscarriage, ante-or-postnatal care, caesarean operation unless the waiting period of twelve months (12) has been served from the effective date of this policy. The benefit shall exclude any treatment and expenses related to surrogacy.
12. Foetal Surgery.

13. Family planning and fertility treatment any form of assisted conception and complications e.g. costs of treatment related to infertility and impotence, hormonal imbalance, Hormone Replacement Therapy (HRT). Investigations, diagnostics and treatment of impotence, sexual dysfunction or any consequence thereof, treatment for sterilization or fertilization, vasectomy or other sexually related conditions or gender reassignment and related consequence.
14. Costs of treatment for, related to Peri-Menopause, Menopause, Andropause, ageing, puberty and pre-menstrual tension syndrome.
15. Cosmetic or beauty treatment and/or surgery, obesity, removal of fat or other surplus tissue from any part of the body, whether or not for medical or psychological purposes, and any associated treatment costs consequent of such treatment. This shall include breast reduction or enlargement. The only exception is reconstructive surgery resulting from an accident.
16. Treatment of, related to, or caused by weight loss/gain, obesity, eating disorders or weight problems. This includes but is not limited to the treatment of conditions such as anorexia, nervosa, bulimia, bariatric, and any treatment required for any condition caused as a result of these conditions.
17. Normal eye tests, non-medical/natural degenerative eye defects, including but not limited to Myopia, Presbyopia and Astigmatism and any corrective surgery for non-medical/natural degenerative sight defects shall not be covered. Treatment to change the refraction of one or both eyes (laser eye correction) including refractive keratectomy (RK) and photorefractive Keratectomy (PRK), macular degeneration and similar conditions shall also be excluded. However, corrective sight surgery consequent of an accident shall be covered.
17. Routine or restorative dental treatment, whether or not performed by a medical practitioner or dental practitioner or specialist or an oral and maxillofacial surgeon, except as provided for in Section 2 E of the policy and where such cover is specifically noted in the Policy Data Page and/or shown in the schedule of benefits. Replacement of natural teeth and cost of orthodontic treatment of a cosmetic nature unless such treatment becomes necessary as a result of bodily injury sustained by the Member caused solely and directly by accidental external visible means or as a result of disease other than normal decay.
18. Hearing tests or cost of hearing aids. This shall include treatment for, or arising from, but not limited to deafness caused by an illness, accident, congenital abnormality or ageing.
19. Massage and hydrotherapy
20. Any injury, illness or disease specified as an exclusion and complications caused by a condition that is excluded.
21. Congenital illness and conditions related to genetic disorders, and/or chromosomal disorders and hereditary conditions subject to twelve months waiting period.
22. Cancer treatment subject to twenty four months waiting period and full declaration on the application at policy inception.
23. Treatment of Hemorrhoids, Fibroids, Hernia, Adenoidectomy, Hysterectomy and Thyroidectomy subject to twelve months waiting period.
24. Genetic testing.
25. Occupational /Speech Therapy. Treatment for speech disorders, including stammering, learning difficulties, hyperactivity, attention deficit disorder, speech therapy and, developmental, social or behavioral problems unless caused by an accident.
26. Psychiatric illness, mental disorders and/or insanity expenses subject to twelve months waiting period. The conditions that are excluded shall include but are not limited to treatment for conditions such as, conduct disorder, attention deficit hyperactivity disorder, autism spectrum disorder, oppositional defiant disorder, antisocial behavior, obsessive-compulsive disorder, attachment disorder, adjustments disorders, as well as all treatments that encourage positive social-emotional relationships, such as communication therapies, floor time and family therapy.
27. Costs for any illness, diseases or injuries arising from ear or body piercing and tattooing.
28. Costs associated with circumcision unless necessary for the treatment of a disease or necessitated by an accident.
29. Pain management
30. Claims arising or related or associated with Epidemics/Pandemics or unknown diseases.
31. Any claim for expenses relating to any contingency arising whilst the Member is outside the territorial limits of Kenya, but this limitation shall not apply to any Member temporarily abroad and requiring emergency treatment for an illness or injury that occurs during the period of travel provided that such period does not exceed six weeks in any one trip. Travel and accommodation costs are not covered.
32. Any claim for expenses related to an accident or illness which may have occurred prior to the effective date or illness occurring within Thirty (30) days of the effective date or to any illness where it was within the knowledge of a member that he was suffering from it at the effective date.

33. Costs related to locating a replacement organ removal of a donor organ from the donor, removal of an organ from you for the purposes of transplantation into another person, purchase of a donor organ or transportation, any resulting complications and all associated administration costs. Eligible organ transplant is subject to twelve months waiting period.
34. Cost of providing, maintaining or fitting an external prosthesis or appliance or other equipment, medical or otherwise except for wheelchairs (under inpatient benefit) , walking frames and crutches following treatment resulting from an accident or illness.
35. Medical aids including but not limited to glucometers, blood pressure machines, and oxygen concentrators.
36. Bodily injury or disease and/or illness arising out of non-adherence to medical advice given by a registered medical practitioner. This shall include treatment required as a result of failure to seek or follow medical advice or travel against medical advice.
37. Evacuation or travel costs not specifically authorized in writing by Jubilee Health Insurance prior to travelling for the specific reason of obtaining inpatient treatment not available or safe to undertake in Kenya. Evacuation or travel costs are not payable where treatment is obtained as outpatient.
38. All expenses in respect of illness/conditions that were subject to waiting periods when the member and dependent joined the policy and purchased the benefit.
39. Experimental treatment and drugs not scientifically recognized or not proven to be effective based on established medical practice.
40. Charges recoverable under any Workmen's Injury Benefits Act, Personal Accident policies or Government Health Services Schemes of compensation including NHIF or any other medical plan.

C. Terrorism Exclusion Clause

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy does not cover any medical expense directly or indirectly resulting from or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the medical expense.

For the purpose of this exclusion, terrorism is as defined under the definitions.

The treatment of a medical conditions in any way caused by an act of terrorism involving the use of or release or the threat of, any weapon, nuclear weapon or device or chemical or biological agent.

SECTION 4: PROVISIONS AND GENERAL CONDITIONS

1. Inception of Insurance

No insurance shall be in force or effective until the application form has been accepted by Jubilee Health Insurance in writing and the Insured has provided the required member and dependent details and paid the full premium.

2. Policy, Endorsement and Policy Schedule (Benefits Summary)

This Policy, Endorsement and the Policy Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

3. Recovery of Uninsured Expenses and Excesses

If Jubilee Health Insurance pays expenses incurred by a Member which are not covered under the terms and conditions of this policy or in excess of the benefits limits purchased then the Member/Insured shall repay such amounts to Jubilee Health Insurance upon demand.

4. Notification of claims

In the event of any illness or accident giving rise to a claim under this Policy the Member shall notify Jubilee Health Insurance within 48 hours prior to a scheduled admission or 48 hours after emergency admission and shall submit a duly completed claim form within Sixty (60) days of commencement of illness or date of accident or date of discharge. The Member shall obtain and furnish Jubilee Health Insurance with all original bills, receipts and other documents upon which a claim is based and shall also give Jubilee Health Insurance any such additional information and assistance as Jubilee Health Insurance may require.

Failure to observe this notification of claim condition will invalidate a claim.

5. Non-Panel Providers

Jubilee Health Insurance reserves the right to decline in whole or in part, claims from any provider who is not on the specified Jubilee Health Insurance panel of providers for the JCare Johari Plan. We also reserve the right to request for any further information relating to the said claim. The terms and conditions as stated under Section 6 – (Claims Procedure), of the Policy also apply including adjudication of costs based on customary and reasonable charges.

6. Claims Liability Period

The liability of Jubilee Health Insurance in respect of any contingency in any period of insurance giving rise to a claim hereunder shall be limited in respect of such claim to the period of one calendar month immediately following the next annual renewal date provided that the loss date was within the policy period and to the maximum benefits and sub-limits where applicable as stated in the Schedule of Benefits (Section 7).

Failure to observe this notification of claim condition will invalidate a claim.

7. Eligibility for new members

An eligible person shall be any person who is:

- a. A principle member who is yet to attain the age of 60 years.
- b. A spouse who is yet to attain the age of 60 years.
- c. The child or dependent stepchild or legally adopted child from birth provided it is born at full term at 38 weeks and under 18 years of age.

8. Acceptance

Jubilee Health Insurance reserves the right to:-

- i. Refuse an application for cover without giving a reason.
- ii. Ask for proof of age and/or state of health of any person included in the policy/application.
- iii. Apply additional endorsements, exclusions or premium increases to reflect the claims experience and material information provided by the member or that comes to our knowledge.

9. Termination

The insurance shall cease in respect of:

- a. Members (adults) who attain the age of 65 years at the point of the annual renewal date of this Policy or otherwise at the next renewal date immediately following attainment of age of 65 years.
- b. Members (children) who attain the age of 18 years at the point of the annual renewal date of this policy or otherwise at the next renewal date immediately following attainment of the age 18 years.
- c. An Insured Member and all his dependents who are stated to be members in the Schedule on the death of the principle Member unless requested otherwise by the Insured in writing and Jubilee Health Insurance has accepted. The continuance of the insurance in respect of such persons shall be subject to the terms, conditions and limitations contained herein.
- d. Any mis-statement or withholding of material facts that may have influenced the terms and conditions of the Policy.
- e. Any failure to observe the terms and conditions of this Policy or act with utmost

good faith.

- f. Members who fail to provide any reasonable information we have asked for within the required time frame.

10. Adding or Removing Dependents

The Policy Holder may add or remove dependents after the plan start date by issuing written instructions. Cover will start on the date that we receive the request subject to any waiting periods applicable. Dependents added will be subject to the eligibility clause. Children will not be accepted on cover, unless as a dependent of a legal parent and subject to identical benefits applying to all parties. Full annual premium will be charged for all additions regardless of the start date.

11. Premium Payment

All premiums, inclusive of applicable taxes, of medical insurance are payable annually in advance at the beginning of the coverage period failure to which cover shall not commence.

Full premium is payable immediately for anyone who becomes a member at any time during the coverage period.

Deletion of family members within a shared limit plan will not be due for any premium refund whether or not claims have been incurred and/or reported.

12. Renewal of the Policy and Premiums

The policy is a one year contract, renewable annually on the anniversary of the effective date subject to the terms in force at such time. The policy will remain in force for a period of 12 months from the effective date, provided that all premiums due have been paid and that the policy has not been terminated.

As the anniversary of the Policy approaches, Jubilee shall notify the Member on the terms of the next period of coverage and the premiums due. Any changes to the Policy will only take effect from the renewal date.

The premium payable may be changed by Jubilee Health Insurance from time to time. If you move into a higher age band, the premium will increase at the next renewal date.

All renewal confirmation should be received prior to the expiry of the policy period. Renewal shall be on receipt of the full premium.

Your Policy is an annual contract and you are responsible for the whole year's premium even if Jubilee Health Insurance has agreed to payment in instalments through Insurance premium financing.

Where there is a break in cover for whatever reason of more than 30 continuous days from the renewal, the Member will be subject to fresh underwriting and all the waiting periods will apply from the effective date.

13. Duty of Disclosure

The duty of disclosure continues throughout the life of the policy.

In addition to providing all basic information necessary to enable Jubilee Health Insurance to place the risk, the member must ensure disclosure of all material matters relating to the risk. In particular, the member must ensure accuracy and completeness of the information provided to Jubilee Health Insurance both at inception of the policy and throughout the policy term.

14. Company's right to decline renewal

Jubilee Health Insurance shall not be bound to renew this Policy. Jubilee Health Insurance shall have the right to decline or qualify the terms of the insurance in respect of all or any Member on giving the Insured, Thirty (30) days, notice in writing prior to any annual renewal date.

15. Coordination of Benefits (contribution)

The Policy will provide compensation on a proportionate basis if the Member has any other insurance in force or is entitled to indemnity from any other source in respect of the same accident, illness or expense.

In the event the member is paid for all or some of the expenses by another source including any other insurance policy, Jubilee Health Insurance will have the right to a refund from the Insured and/or member. Jubilee Health Insurance retains the right to deduct such refund from any impending or future claim settlements or to cancel the policy from commencement without premium refund.

16. Subrogation

The Member shall do and concur in doing and permit to be done all such acts and things as may be necessary or required by Jubilee Insurance, before or after indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which We are or would become entitled or Subrogated. Neither the member nor any insured person shall admit liability or do any acts or things that prejudice these Subrogation rights in any manner. Any recovery made by the Jubilee Health Insurance pursuant to this clause shall first be applied to the amounts paid or payable by Jubilee Health Insurance under this policy and the costs and expenses incurred by us in effecting the recovery, where after we shall pay the balance amount to you.

The Member is required to notify Jubilee Health Insurance within 30 days of receipt of any notice given to any party and co-operate fully in all efforts to recover any payments made under this policy including any legal proceedings we may conduct and proceed on behalf of the Member and/or member at Jubilee's sole discretion.

17. Alteration

Jubilee Health Insurance reserves the right to alter the terms and conditions of the policy by issuing a 14 days written notice to the Insured's address.

The alterations or amendments to the policy will not be valid unless given in writing, accepted and signed by the duly authorized persons of the Member and Jubilee

Insurance.

18. Cancellation

Jubilee Health Insurance may cancel this Policy by sending Thirty (30) days' notice by registered mail to the Insured's last known address and in such event Jubilee Health Insurance shall refund to the Insured a pro-rata portion of the premium for the unexpired term of the current period of insurance.

Cancellation within 15 days from the Commencement date shall attract a pro-rated premium refund for the remaining days to the policy expiry subject to no claims incurred and/or reported less an administration expense of 15%. This shall be after claims submission time bar period of 60 days from date of cancellation. Cancellation after the first 15 days from the commencement date shall have no premium refund.

19. Case management

The medical treatment of the Member as in-patient shall be managed according to the following regulations:

- a. The service must be eligible, active and medically necessary treatment that is delivered in a registered Hospital;
- b. The service must have been authorized in terms of our pre-authorization procedure;
- c. The service, medication or supplies that the Member is charged for must relate to the reason for the admission. Should the Member undergo any further treatment not covered under this Policy that is deemed to be medically unnecessary Jubilee Health Insurance shall avoid all liability for such costs.

20. Arbitration

Should any dispute arise between Jubilee Health Insurance and the Member touching on the meaning of this Policy or as to the rights, obligations or liability of either party under this Policy, the same shall in the first instance be referred to arbitration in accordance with the statutory provisions for the time being in force applicable thereto.

21. Time Bar

In the event of Jubilee Health Insurance disclaiming liability in respect of any claim hereunder Jubilee Health Insurance shall not be liable for such claim or possible claim after expiry of Sixty (60) days from the date of such disclaimer unless the disclaimer shall be the subject of legal proceedings or arbitration actually commenced against Jubilee Insurance.

22. Fraudulent/Unfounded Claims

If any claim under this policy is in any respect fraudulent, false, intentionally exaggerated or unfounded or if any false declaration or statement shall be made in support thereof then, all benefits paid and/or payable in relation to that claim shall be forfeited and are recoverable by Jubilee Insurance. In addition all cover in respect of the Member(s) shall be cancelled with immediate effect without refund of premiums, and the Member(s) shall no longer be eligible for cover for any future periods. Jubilee Health Insurance reserves the right to institute legal charges and/or proceedings against the Member(s).

23. Waiting Period

Upon expiry of the waiting period(s) as indicated in the policy data page, members will be required to enroll and adhere to Jubilee's chronic disease management program. These conditions must be declared at the time of application for the member to qualify for the benefit and is subject to Jubilee Insurance's written acceptance.

24. Credit Facility Suspension Threshold and excess management

Any member / family reaching the 100% utilization threshold of any benefit will automatically be discontinued from accessing that benefit. The scheme does not provide for reimbursements.

25. Cut-off date for submission of claim information

The cut-off date for submission of new information or any other document requested by Jubilee Health Insurance with relation to re-imbursment claims shall be 30 days from the date of the request. Any information submitted later than 30 days after the date of request shall invalidate the claim.

26. Jurisdiction

Subject to clause 20, any legal proceedings instituted in connection with this Policy shall be brought before a court of competent jurisdiction in the Republic of Kenya.

In any action, suit or other proceedings where the insurer alleges that any medical expense is not covered by this Policy, the burden of proving that such expense is not covered shall be upon the Insured.

27. Lapsed Policies

Policies not renewed within 30 consecutive days from the renewal date shall be lapsed. Lapsed policies shall be subject to all the standard waiting period. Lapsed policies seeking reinstatement may be required to undergo medical examination at member's cost and approval of the renewal will be subject to medical underwriting with the terms offered being different.

28. Taxes

We reserve the right to reflect any changes in insurance premium or other government levies as may be imposed on us.

29. Notices

Any notice, direction or instruction given under this policy shall be in writing and delivered by hand, post or facsimile to:

The Insured at the address specified in the policy document or at the changed address of which we must receive written notice.

The Chief Executive Officer
The Jubilee Health Insurance Limited
Jubilee House
Wabera Street, Nairobi
P. O. Box 6694 -00100
GPO

In addition, Jubilee Health Insurance will send the Members other information through electronic means with respect to your policy from time to time.

This insurance is made and accepted subject to all the provisions, conditions and warranties set forth herein and in any forms or endorsements attached hereto all of which are to be considered as incorporated herein, and any provisions or conditions appearing in any forms or endorsements attached hereto which alter the insurance provisions stated above shall supersede such insurance provisions in so far as they are inconsistent therewith.

SECTION 5: COMPLAINT PROCEDURE

The scheme administration provides for service level standards which outline the complaints procedures and processes. In the event that the above process fails to address the issues raised and to ensure customer satisfaction, complaints can be communicated via the following contacts:

Chief Executive Officer
Jubilee Health Insurance Limited
P. O. Box 6694 -00100
GPO
Nairobi
KENYA

Helpline: 079949000

Email: Talk2UsHealth@jubileekenya.com

SECTION 6: CLAIMS PROCEDURE

A. Inpatient Pre-authorization

Prior approval must be sought before accessing treatment for the benefits listed below.

Jubilee Health Insurance will then confirm eligibility, verify the Benefit Limits and issue an approval to the provider authorizing the treatment

For emergency admissions, Jubilee Health Insurance must be advised within 48 hours of admission in order to obtain authorization before the patient leaves the hospital.

At the hospital and before discharge, Members will be required to complete and sign a Jubilee claim form.

Failure to pre authorize treatment may invalidate a claim.

Customary and reasonable rates will be applied at all times.

Benefits requiring Preauthorization of Treatment (where purchased)

All the following benefits need to be pre authorized in advance of treatment:-

- i. Scheduled Inpatient hospital admission
- ii. Scheduled Day-case hospital admission
- iii. Childbirth/Delivery hospital admission
- iv. Evacuation (within Kenya and out of Kenya)
- v. Out of country inpatient treatment
- vi. Physiotherapy sessions
- vii. Radiotherapy and Chemotherapy

B. Medical Helpline

All Members can access our medical emergency lines which are available 24 hours a day, 365 days a year. Members will need to provide some verification details. Helpline: 079949000 Email: Talk2Us@jubileekenya.com

C. Out-patient Claims

Use of credit facilities

The Member can access outpatient treatment on credit by presenting the Jubilee membership card at the JCare Johari Service Providers. The JCare Johari Service Provider will verify the identity of the Member and the eligible benefits and treatment will be rendered. The provider may request additional identification e.g. National Identity Card.

The Member or (guardian where applicable) must complete and sign the Jubilee claim form (available at the JCare Johari Service Provider's facility). The attending Physician must also complete and sign the claim form. A separate claim form is required for each treatment and each person.

The provider will then send all the bills to Jubilee Health Insurance for settlement.

SECTION 7: THE SHEDULE OF BENEFITS

JCARE JOHARI		
INDIVIDUAL/FAMILY MEDICAL INSURANCE		
All inpatient treatment is subject to pre authorization.		
All benefits are sub-limits of the overall annual benefit unless specified otherwise. Amounts shown in Kenya Shillings		
	PLAN A	PLAN B
INPATIENT BENEFITS	200,000	400,000
Bed limits per day. NHIF rebate applicable on the cost of the bed per night.	General Ward Bed	General Ward Bed
Pre-existing and/or Chronic, Cancer, Congenital, Psychiatric, Hemorrhoidectomy, Thyroidectomy, Adenoidectomy, Organ transplant, HIV/Aids and related conditions, Hernias, Gynecological conditions, Tonsillectomy (1 year waiting period)	100,000	200,000
Day case admission	Covered	Covered
Inpatient dental surgery from an accident	Covered	Covered
Inpatient non accidental related dental surgery/ treatment (1 year waiting period)	25,000	40,000
Inpatient non accident related eye treatment (excluding correction of refractive errors and laser treatment) (1 year waiting period)	25,000	40,000
Maternity (Normal delivery, all C-Sections and related complications (1 year waiting period) (pre and post-natal outpatient visits not covered)	40,000	50,000
Take home prescribed medication after discharge from hospital	up to 14 days after discharge	up to 14 days after discharge
Medically necessary local road ambulance leading to admission in hospital	Covered	Covered
Last expense	20,000	25,000
OUTPATIENT BENEFITS	40,000	50,000
Pre-existing, chronic cover, Psychiatric, Congenital conditions and HIV/AIDS and related treatment (1 year waiting period) (1 year waiting period)	Covered up to outpatient sub-limit	Covered up to outpatient sub-limit
Consultation with GP (doctors on specified panel)	Covered as above	Covered as above
Consultation fees for Specialists on referral only (doctors on specified panel)	Covered as above	Covered as above
Pathology, X-rays, Ultrasounds and other necessary (non-advanced) diagnostic tests (preauthorization) required	Covered as above	Covered as above
Prescription drugs and dressings up to a maximum of 14 days dosage	Covered as above	Covered as above
This is only a summary of the benefits for more details refer to the policy document		

SECTION 8: DECLARATION, TERMS AND CONDITIONS

General

I, the undersigned member:

- 1.1 Hereby apply for myself and my dependents to be registered on The Jubilee Health Insurance Ltd, Medical policy and have read, understood and agree to abide by the Rules of the policy.
- 1.2 Warrant that the contents of this application and any other documents which may be required in support thereof are true, correct and complete, should there be any change in the state of health or illness suffered by myself or any of my dependents from the date of signing this application form and the date of acceptance of the risk or by the insurer, notification of such change will be provided to the insurer in writing with full details of condition/ailment;
- 1.3 Understand that the statement and answers provided form the basis of the contracts and any breach of my warranty or non-disclosure of any information material to the assessment of this application shall render any contracts to which this application relates null and void and all premiums paid shall be forfeited;
- 1.4 Understand and accept that no benefit will be payable by the policy unless they are satisfied as to the validity of a claim and have received all requirements which they may deem necessary including the results of such medical examinations and tests that they may require me or my dependents to undertake;
- 1.5 Acknowledge and accept that the insurer reserves the right to cancel membership of the policy if any due premium is not paid on the due date; and
- 1.6 Undertake to inform the insurer within 30 days should the situation stated above change.

Authority

- 2.1 Accepting that I am curtailing my and my dependents' right to privacy but in order to facilitate the assessment of the risks and the consideration of any claim, I irrevocably authorize;
- 2.2 The Insurer to obtain from any person, whom I hereby so authorize and direct to give, any information which the insurer deems necessary,
- 2.3 I further authorize and instruct the insurer and any hospital concerned to give away information relating to myself and my dependents to the insurer for the purpose of ensuring that the members of the policy receive appropriate and necessary medical services while reducing inappropriate care and wastage of medical resources,
- 2.4 I understand and accept that the above authorization constitutes a partial waiver of my and my dependents' right to privacy.

I declare that:

- 3.1 My dependents(s) is/are residing with me,
- 3.2 I am liable for his/her family care,
- 3.3 The dependent(s) is/are my immediate family (Must be a blood relative),
- 3.4 I undertake to repay the insurer any amount by which claims paid out exceed benefits covered.

Commencement of cover is subject to issuance of an acceptance letter and receipt of full annual premiums by Jubilee Health Insurance. We shall not be liable for any premiums paid to other parties and not received by Jubilee Health Insurance. Any misrepresentation or non-disclosure of material or factual information will render all benefits granted by Jubilee Health Insurance null and void. In addition, any claims payment made due to such actions will be recoverable from the policy holder.

Intermediary Declaration

I hereby declare that I explained the benefits of this application and that the applicant is aware of the membership policy, terms and conditions of Jubilee Health Insurance Limited.

PRIVACY NOTICE

The personal data you have provided via this Web Application will only be used for purposes of providing you an online quotation that will enable you to purchase "a health insurance cover". We wish to inform you that your Personal Data will not be disclosed to any parties and the data will solely be used for the intended purpose.

Terms of Use

1. We assume no duty to you by making this Web Application available and shall not be responsible for any errors, omissions or defects in that might exist in the Web Application or the consequences of any decisions or actions taken in reliance upon the provided quotation.
2. We shall not be liable under any circumstances for lost profits, lost business, loss of business reputation, or any direct, indirect, incidental, special, punitive or consequential damages of any kind, whether foreseeable or not, that result in any way from, or relate in any way to, your use, non-use or reliance on this Web Application Disclaimer of Warranty.

3. The content and materials in this Web Application are provided "as is" and without representations or warranties of any kind, either express or implied. Jubilee Health Insurance Ltd expressly disclaims all warranties, express or implied, with respect to this web site including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement. Jubilee Health Insurance does not warrant or represent that the functions or operation of this Web Application will be uninterrupted or error-free.

ACCEPTANCE OF POLICY, TERMS AND CONDITIONS

- 1.1 Before signing up and purchasing the JCare Johari policy you should carefully read and understand the Policy, Terms and Conditions which will govern the use and operation of the JCare Johari sign up platforms and product.
- 1.2 You will be deemed to have read, understood and accepted these Policy, Terms and Conditions:-
 - 1.2.1 Upon purchasing and use of the JCare Johari product
 - 1.2.2 By using the JCare Johari enrolment platforms.