



Medican Services Limited

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Endelea Plan

Endelea Insurance Plan
Endelea Advantage Plan

TERMS & CONDITIONS

BY

MEDICAN SERVICES LIMITED

Version Date: July 2021

Endelea Insurance Plan

Terms and Conditions (T&Cs)

The following Terms & Conditions apply to **Endelea Plan Group Insurance Scheme** administered by Medican Services Ltd and by signing up for Endelea Insurance Plan, you are deemed to have read, understood and accepted these Terms & Conditions.

1. Description of Endelea Insurance Plan

1.1 Endelea Plan is a progressive healthcare benefits management platform that simplifies access to health education and health insurance benefits with great flexibility and instalment payment plans. Endelea Plan members are covered under Group Scheme administered by Medican Services Ltd. Insurance policies are underwritten by licensed and regulated insurance companies with demonstrated claims settlement record.

2. Eligibility and registration

- 2.1 To be eligible as a Principal Member in Endelea Insurance Plan, you must be:
- 2.1.1 A person of minimum of 18 years of age with full legal capacity
 - 2.1.2 A Kenyan resident
- 2.2 Registration and information on the Endelea Plan Group Insurance Scheme will be facilitated by Medican Services Limited and/or its Agents.
- 2.3 Instructions on how to register and access Endelea Insurance Plan products will be found on **Endelea App** (available from Google [Play Store](#) and Apple [App Store](#)) or **Endelea Plan** website <https://www.endeleaplan.com> or by contacting **Endelea Plan customer support centre** on telephone number 0111 014 500 / WhatsApp 0748 201 428 or Email memberservice@endeleaplan.com.

3. Member account and health insurance benefits activation

- 3.1 A member's account in the Endelea Insurance Plan is activated upon registration and payment of the required Initial Subscription Amount depending on the respective Plan.
- 3.2 Upon activating the respective Plan account, a member will be added to the respective Endelea Plan Group Insurance Scheme administered by Medican Services Ltd and relevant insurance policy underwritten by licensed insurance company.
- 3.3 A Member's health insurance benefits will only attach when the respective cover is effective and annual premium has been paid in full. Medican Services Ltd guarantees annual premium finance for Endelea Plan members whose subscription payments are up to date with no overdue balance.
- 3.4 A member's account will be marked as inactive when their subscription payment is more than 1 month overdue (1 month after due date). The inactive member's health insurance benefits will then be inactivated and lapse within 14 days thereafter.
- 3.5 A member whose Endelea Plan account has been inactivated and health insurance cover has lapsed will no longer be eligible to claim any insurance benefits under the Scheme. Any account payments made by the Member will be considered to have been applied to the member's insurance policy cover up to and until the time of account inactivation and will, therefore, not be refundable.
- 3.6 A member may be re-accepted into the Scheme and insurance benefits re-applied only after meeting the applicable requirements including payment of all outstanding overdue balance accrued up to and until the time of application to re-join the Scheme and receiving Scheme Re-Acceptance confirmation.

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4. Insurance benefits claim management

- 4.1 A member whose account is active will be eligible to make an application for a valid claim in line with the underwriter (insurance company)'s claim processing requirements.
- 4.2 Information on claim process can be accessed on **Endelea App** (available from Google [Play Store](#) and Apple [App Store](#)) or **online** <https://www.endeleaplan.com> or by contacting **Endelea Plan customer support centre** on telephone number 0111 014 500 / WhatsApp 0748 201 428 or Email memberservice@endeleaplan.com.
- 4.3 Application for claims by members covered under the Endelea Plan Group Insurance Scheme administered by Medican Services Ltd will be submitted through and facilitated by Medican Services Ltd.
- 4.4 Medican Services Ltd will make reasonable effort to ensure that a qualifying claim by a member whose account is active is facilitated and processed as quickly as possible and help in addressing any arising requirements by the Underwriter.
- 4.5 An administration fee of 10% of the awarded insurance claim benefit amount will be charged to all non-medical expenses claims processed for Endelea Plan members under the Group Insurance Scheme administered by Medican Services Ltd.
- 4.6 A member will be required to complete payment of annualised subscriptions from the date of registration (or its anniversary for subsequent periods) before the awarded insurance claim benefit is disbursed/credited to their account. Medican Services Ltd reserves the right to deduct the balance of remaining annual subscription amount, in addition to the administration fee, from the awarded insurance claim benefit before disbursing/crediting to the member's account.

5. Limitation and exclusion of liability

- 5.1 Although Medican will have taken all reasonable precautions to ensure that the information provided is accurate and that a member suffers no loss or damage as a result of the use of Endelea Plan Group Insurance Scheme, by using the service you agree that your use is entirely at your own risk and you assume full responsibility for any risk of loss or damage arising from the use of the service with the exclusion of any wilful and gross negligence by Medican or its officers, employees, subcontractors or agents. You are responsible for the correctness of the data in your Endelea Plan account.
- 5.2 By using Endelea Plan Group Insurance Scheme, you hereby acknowledge that you have registered for Endelea Plan membership voluntarily and without any coercion and have no legal rights, other than the express contractual obligations, against Medican for the use of the Scheme. This includes agreement to receive communications from Medican, Endelea Plan or our partners and service providers by way of SMS, email or any other form of information dissemination.
- 5.3 You agree that Medican and its officers, employees, agents and partners will not be liable for any loss or damage including, without limitation, any direct, indirect, special, incidental, consequential or punitive damages, whether arising out of contract, statute, tort or otherwise arising from:
 - 5.3.1 Any force majeure events or other circumstances outside the control or knowledge of Medican or including industrial disputes, terrorist or enemy action.
 - 5.3.2 Any losses incurred due to any inaccurate content, loss or unavailability of data or lack of access to the service that is beyond the control of Medican.
 - 5.3.3 Any content on a third-party or online partner site or service.
- 5.4 Medican disclaims liability from the fraudulent actions of any third parties including but



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not limited to any disputes with underwriters or healthcare providers for services provided by them or their representatives.

5.5 Medican disclaims liability arising from any mistreatment, malpractices or wrongful actions of any of the underwriters or contracted healthcare providers in the line of providing health services.

6. Dispute resolution and jurisdiction

6.1 You may contact the Endelea Plan customer support centre on 0111 014 500 / WhatsApp 0748 201 428 or Email memberservice@endeleaplan.com to report any dispute or claim relating to Endelea Insurance Plan. Claims may also be initiated on **Endelea App** (available from Google [Play Store](#) and Apple [App Store](#)).

6.2 All disputes arising from the Endelea Plan Group Insurance Scheme or these Terms & Conditions will be addressed by way of amicable discussions between the parties.

6.3 If an amicable resolution of the dispute or claim fails for a period longer than 90 days from the date the dispute or claim first arose, the dispute may be resolved by an arbitrator agreed on by both parties and in default of such agreement by an arbitrator appointed by the Chairman of the Kenya Chapter of the Chartered Institute of Arbitrators on the application of either party. Such arbitration shall be conducted in Nairobi in accordance with the Arbitration Act 1995 or any re-enactment thereof.

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

6.5 These Terms & Conditions and the use of the Endelea Plan Group Insurance Scheme service shall be governed by the Laws of Kenya.

7. Changes to terms and conditions

7.1 Medican reserves the right at any time to modify these Terms & Conditions and to impose new or additional terms or conditions on your use of Endelea Plan Group Insurance Scheme services. Such modifications and additional terms and conditions will be notified to you. Your continued use of the Services will be deemed acceptance thereof.

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Endelea Advantage Plan

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The following Terms & Conditions apply to **Endelea Advantage Medical Scheme** and by enrolling for the Scheme you are deemed to have read, understood and accepted these Terms & Conditions.

1. Description of Endelea Advantage Plan

1.1 Endelea Advantage Plan is a self-funded out-patient medical scheme that allows members to set aside funds used to access and pay for outpatient healthcare services using biometric medical smartcards or mobile phones at designated health clinics and hospitals. The scheme is managed by Medican Services Limited.

2. Eligibility and registration

2.1 To be eligible as Principal Member in Endelea Advantage medical scheme, you must be:

2.1.1 A person of minimum of 18 years of age with full legal capacity

2.1.2 A Kenyan resident

2.2 Registration and information on the Endelea Advantage scheme will be facilitated by Medican Services Limited and/or its Agents.

2.3 Instructions on how to register and access Endelea Advantage services will be found on **Endelea App** (available from Google [Play Store](#) and Apple [App Store](#)) or **Endelea Plan** website <https://www.endeleaplan.com> or by contacting **Endelea Plan customer support centre** on telephone number 0111 014 500 / WhatsApp 0748 201 428 or Email memberservice@endeleaplan.com.

3. Member account and medical card

3.1 As a member in the Endelea Advantage medical scheme, you will have a member account and a medical smartcard card. Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your account and medical card, and for all activities that occur on or through your account and medical card. You agree to immediately notify Medican Services Ltd of any security breach of your account or loss / damage to your medical card. Medican Services Ltd shall not be responsible for any losses arising out of the unauthorized use of your medical card.

3.2 Your account will be credited with contributions you make. A minimum contribution of KSh 10,000 is required for principal member and KSh 5,000 for each dependant. Medican reserves the right to change the minimum contribution from time to time.

3.3 Existing members will be eligible to access emergency medical loan instantly while at the hospital depending on their account activity and prevailing loan terms that can be accessed on **Endelea App** (available from Google [Play Store](#) and Apple [App Store](#)) or by contacting **Endelea Plan customer support centre** on telephone number 0111 014 500 / WhatsApp 0748 201 428 or Email memberservice@endeleaplan.com.

3.4 Available balance will be the net of total member contributions less any utilisation, charges and the minimum balance required to be maintained in the member account, which is 20% of the total contribution from the principal member and dependants. The minimum balance will be maintained in the principal member's account and will be refunded upon termination of the contract in line with the termination clause.

3.5 Each member will receive a smartcard with microchip that can store data helping track



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billing whenever accessing service and also making them aware of benefits utilisation. This smartcard will charge a maintenance fee.

4. Access to healthcare

- 4.1 Funds in your Endelea Advantage Account can only be spent at designated healthcare providers which have been contracted for Endelea Advantage medical scheme. Members shall be liable to pay any excess amount incurred outside their available balance and such excesses shall be paid by the member to the service providers.
- 4.2 Information on the contracted healthcare providers for Endelea Advantage will be accessed on **Endelea App** (available from Google [Play Store](#) and Apple [App Store](#)) or **online** using the link <https://endeleaplan.com/advantage/partners/> or by dialling USSD code ***849*300#** and selecting Claim under main menu then Check Provider List or by contacting **Endelea Plan customer support centre** on telephone number 0111 014 500 / WhatsApp 0748 201 428 or Email memberservice@endeleaplan.com.
- 4.3 To access healthcare services at the contracted healthcare providers you are required to identify yourself as Endelea Advantage member through your medical smart card and original national identification card or passport, or any other means of identification that Medican may in its sole discretion determine fit. The healthcare provider shall have the responsibility to check whether the identification card or other approved means of identification presented matches with your registration information on the Member List.
- 4.4 A co-payment of KSh 200 shall be made to the healthcare provider upon every visit for outpatient services. This amount of Co-Pay may be reviewed from time to time and any changes will be notified to members.
- 4.5 The principal member can add dependents to their Endelea Advantage Account who can access healthcare services within the overall available balance limit.

5. Limitation and exclusion of liability

- 5.1 Although Medican will have taken all reasonable precautions to ensure that the information provided is accurate and that you suffer no loss or damage as a result of the use of Endelea Advantage Service, by using the Service you agree that your use is entirely at your own risk and you assume full responsibility for any risk of loss or damage arising from the use of the Service with the exclusion of any wilful and gross negligence by Medican or its officers, employees, subcontractors or agents. You are responsible for the correctness of the data in your Endelea Advantage account.
- 5.2 By using Endelea Advantage Service, you hereby acknowledge that you have registered for Endelea Advantage membership voluntarily and without any coercion and have no legal rights against Medican for the use of the Service including any related communications from Medican, Endelea Plan or our partners and service providers by way of SMS, email or any other form of information dissemination.
- 5.3 You agree that Medican and its officers, employees, agents and partners will not be liable for any loss or damage including, without limitation, any direct, indirect, special, incidental, consequential or punitive damages, whether arising out of contract, statute, tort or otherwise arising from:
 - 5.3.1 Any force majeure events or other circumstances outside the control or knowledge of Medican or including industrial disputes, terrorist or enemy action.
 - 5.3.2 Any losses incurred due to any inaccurate content, loss or unavailability of data or lack of access to the Service that is beyond the control of Medican.
 - 5.3.3 Any content on a third-party or online partner site or service.

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5.4 Medican disclaims liability from the fraudulent actions of any third parties including but not limited to any disputes with healthcare providers for services provided by them or their representatives.

5.5 Medican disclaims liability arising from any mistreatment, malpractices or wrongful actions of any of the contracted healthcare providers or their agents and representatives in the line of providing healthcare services.

6. Termination of membership in the Endelea Advantage medical scheme

6.1 Either party may determine to terminate membership contract at any moment in time after the minimum membership period of 1 year.

6.2 You can terminate membership in Endelea Advantage medical scheme by sending an email to memberservice@endeleaplan.com.

6.3 In case of termination, all remaining funds in your Endelea Advantage Account, minus any outstanding payments (net of charges) to Medican, Service Providers and/or the contracted healthcare providers, shall be refunded within 45 days to a bank account or MPESA account number advised by the principal member at time of termination.

6.4 Termination of membership in the Endelea Advantage medical scheme shall not terminate your registration to other Endelea Plan services. In case of any issues, you can contact Endelea Plan customer support centre on 0111 014 500 / WhatsApp 0748 201 428 or Email memberservice@endeleaplan.com for any questions or action to be taken.

7. Dispute resolution and jurisdiction

7.1 You may contact the Endelea Plan customer support centre on 0111 014 500 / WhatsApp 0748 201 428 or Email memberservice@endeleaplan.com to report any dispute relating to Endelea Advantage medical scheme during the contract period.

7.2 All disputes arising from the Endelea Advantage medical scheme or these Terms & Conditions will be addressed by way of amicable discussions between the parties.

7.3 If an amicable resolution of the dispute or claim fails for a period longer than 90 days from the date the dispute or claim first arose, the dispute may be resolved by an arbitrator agreed on by both parties and in default of such agreement by an arbitrator appointed by the Chairman of the Kenya Chapter of the Chartered Institute of Arbitrators on the application of either party. Such arbitration shall be conducted in Nairobi in accordance with the Arbitration Act 1995 or any re-enactment thereof.

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

7.5 These Terms & Conditions and the use of the Endelea Advantage service shall be governed by the Laws of Kenya.

8. Changes to terms and conditions

8.1 Medican reserves the right at any time to modify these Terms & Conditions and to impose new or additional terms or conditions on your use of Endelea Advantage Services. Such modifications and additional terms and conditions will be notified to you. Your continued use of the Services will be deemed acceptance thereof.

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