

## Terms and Condition

### BIMA Sehat (Prepaid-Postpaid)

#### Who is covered?

This policy insures the subscriber and its registered family member against permanent disability due to accident or illness, against critical illnesses and against loss of income due to hospital admission. BIMA Sehat provides a monthly hospitalization insurance policy with health services, Subscriber can pay through his/her prepaid airtime balance or in monthly post-paid bill/ daily deduction from prepaid.

#### Age:

All eligible applicants shall be a minimum of eighteen (18) years of age and a maximum of sixty-four (64) years of age at the time of registration.

#### Waiting Period:

Access to the BIMA Doctor Service, lab test and medicine discount starts immediately after registration for both prepaid and postpaid. Postpaid customer start receiving per night hospital cover immediately after confirmation however prepaid customer must wait for next month before they claim for per night hospital cover.

#### Annual Limits:

- Hospital cash cover: 30 nights/year
- Membership covers you only.
- Manages minor illnesses, provides guidance on your existing and/or chronic medical conditions as well as general health advice.
- Does not cover medical emergencies. In case of an emergency, we advise you go to the nearest hospital.

#### How to subscribe:

Call 042 111-119-878 or SMS "BIMA Sehat" to 9878 and an agent will call\* you to guide and help to subscribe the BIMA service \*BIMA officer will call you within 24 working hours There are no charges for sending an SMS to 9878 or calling at 042 111-119-878 from Jazz numbers.

#### How to make a claim:

SMS 'CLAIM' to 9878 or call 042 111-119-878 no later than 270 days from the first night of hospitalization and a BIMA representative will contact you with full information on how to process your claim.

## Terms and Conditions:

The Insurance is underwritten by Alfalah Insurance and delivered by BIMA.

BIMA is the global leader in mobile micro-insurance and it protects the future of 35 million families worldwide. It has operations in 09 markets across Asia & Africa. BIMA is proud to have paid over \$ 8 million in claims.

BIMA is proudly underwritten by Alfalah Insurance. Alfalah Insurance offers first-class security and service to the insuring public at an international standard.

Jazz Telecom is facilitating this offering but shall not be responsible for any grievance of the Jazz Customer relating to the Insurance Services and Alfalah Insurance's or BIMA's performance of its obligations.

**BIMA SEHAT** means monthly hospitalization insurance policy with Tele-Health Services

**HOSPITAL** is defined as "Any institution in Pakistan that has been registered as a hospital with the local authorities and is under the supervision of a registered and qualified medical practitioner."

**HOSPITALISATION:** staying minimum of one night in a facility recognized as hospital.

### **HP- EXCLUSIONS:**

The BIMA SEHAT plan will not cover any hospitalization claim which is caused by, or resulting, directly or indirectly, wholly or partly, from any of the following factors:

- intentional self-inflicted injury, suicide attempt, or arising out of non-adherence to medical advice;
- elective treatment, such as cosmetic surgery; and
- pregnancy and any complications arising from pregnancy during the first nine (9) months from the Subscription

### **GENERAL PROVISIONS:**

#### **1. Eligibility & Enrolment**

- I. Applicants are eligible to apply for BIMA Sehat insurance plan under the Policy if Applicants meet ALL the criteria set out below:
- II. Eligible Applicants shall include individual pre-paid and post-paid Jazz Customers. It is understood and agreed between the Parties that only one (1) person shall be insured per pre-paid telecommunication connection
- III. All Eligible Applicants shall be natural persons. Corporations, partnerships and businesses shall not be eligible for coverage under the BIMA Sehat Policy
- IV. All Eligible Applicants shall be a minimum of eighteen (18) years of age and a maximum of sixty-four (64) years of age at the time of registration

- V. If the Applicant wishes to apply for and subscribe to the BIMA Sehat Plan under this Insurance Policy, the Applicant will be required during the registration process to:

**Acknowledge that the Applicant has read and understood the terms of the Policy and the Jazz Payment Terms:**

- a. Confirm that the Applicant meets the eligibility criteria set out in General Provision 1 of the policy.
- b. Confirm the BIMA Sehat Plan that the Applicant wishes to apply for.
- c. Authorize Jazz to make charges each month from the Post-paid bill and airtime deduction from prepaid customers, the insurance Benefits payable are subject to the Applicant's confirmations being true and correct; and if the Applicant's confirmation is untrue or incorrect, no Insurance Benefits will be payable, and the End User Price the Subscriber paid will not be refunded

**Mistake in Age:**

The Company shall only pay Insurance Benefits based on the disclosed age of the Insured. With the onus on the customer for incorrect disclosure the Company shall not be liable to pay any benefit under this Policy in that case.

**Intentional False Statements of The Insured:**

In the event of any concealment or misrepresentation the BIMA Sehat Policy shall become null and void with respect to the relevant Insured.

**Notice of Claims:**

The Company shall be notified of the hospitalization of the Insured as soon as possible, but not later than 270 (two hundred & seventy) days from the first night of hospitalization after which it shall be treated as time-barred and the Company shall not be bound to pay the Claim.

For each Claim reported, the Company shall obtain:

**From the Claimant:**

CNIC; final hospital invoice or discharge report which states date of admission and discharge.

Insurer may require any other document it reasonably deems necessary before approving a claim under the Policy.

- The Company" shall process and pay genuine and approved claims on receipt of required documents from the Claimant within three (3) working days.
- If there is a dispute, suspected fraudulent activity on the claim or a unique situation which requires further clarification, the payment period can be extended but shall not exceed ten (10) working days, or as long as the dispute takes to resolve in the legal system.

**Termination of Individual Insurance:**

The insurance of an Insured shall automatically terminate at the earliest time below:

- Upon Death of Policy Holder or
- Upon cancellation or withdrawal of subscription by Jazz of the contract/relationship with the Insured, whatever the reason may be, or
- In case of non-payment of the individual End User Price for the Insurance Policy

**Participation Requirement/Process:**

Interested customers shall participate through an electronic enrolment process, assisted by a call centre or field agent, or by submitting information electronically via their handset, in two phases:

**1st Phase:**

- Name of the Customer
- Age or CNIC Number
- Insurance Benefits selected by Customer

**2nd phase:**

Once the customer has answered the questions in the 1st Phase, the customer shall receive an SMS on for or on behalf of the Company and shall be asked to dial a short code, or send an SMS to a particular number to confirm registration. Alternatively, the Customer may offer his verbal consent over an official recorded channel managed by BIMA to a BIMA agent. This confirmation serves as digital signature for the BIMA SEHAT Insurance Cover. After receiving positive response, the customer shall be enrolled under the BIMA SEHAT Policy.

**Arbitration**

All differences arising out of this policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of parties or incase the arbitrators do not agree of an umpire appointed in writing by the arbitrators before entering upon the reference. The umpire shall sit with the arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured Person for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitrator under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder. Notwithstanding stated above, dispute resolution forums given under the Insurance Ordinance, 2000, such as the Insurance Ombudsman, Small Disputes Resolution Committee, and the Insurance Tribunals, shall prevail in the order of precedence, and over the seat of Arbitration.

**Compliance with Policy Provisions:**

Failure to comply with any of the provisions contained in the policy shall invalidate all claims hereunder.

**Insurance Benefits:**

The Company hereby agrees to pay the following benefit subject to the terms and conditions provided under the BIMA SEHAT Policy as defined hereunder.

If an Insured is hospitalized due to any reason(with the exception of exclusions), on a twenty four (24)-hour worldwide basis, the Company will, upon receipt of due proof in writing of the

hospitalization of the insured, pay the Insured or Beneficiary as the case may be the sum assured, according to their Insurance Cover level as described in this Insurance Benefits Section of the Policy Wording.

**Benefit:**

The amount of benefit received by the Insured or the Beneficiary in the event of the hospitalization from the first night of hospitalization of the Insured will be according to the amount of premium paid and subject to the terms and conditions of the product.

**Terms and conditions of this cover are as follows:**

Only One (1) policy per applicant

A Claim must be intimated to the Company within two hundred & seventy (270) days from the date of first night of hospitalization

Payment of claims is subject to exclusions, as outlined in the Exclusions section of this contract

The following actions shall be taken depending on the decision of renewal or non-renewal:

On non-renewal: The insurance policy shall be terminated, and all airtime deduction or billing shall be discontinued; any airtime amount deducted or billed after the cancellation of the service is non-refundable

On renewal: the insurance policy shall continue auto-renewal, and all airtime deduction or billing will continue to apply in subsequent calendar month

The BIMA Sehat service is extended to one (1) person per Jazz subscriber who is a successful Applicant for the BIMA Sehat Insurance Cover. Each Applicant can select the level of maximum insurance benefit at the point of Enrolment.

The Subscriber has the option to choose between four (4) cover levels, at four (4) corresponding End User Price points, as given below. Unlimited M-health is included for all four (4) cover levels.

**Hospital Insurance**

Cover: lump sum pay out based on number of overnight stays in hospital, maximum thirty (30) nights per year.

In addition to the Hospitalization cover BIMA Sehat service includes:

Health programs

Access to one health program, chosen by the Subscriber from a menu of health programs provided by BIMA. Health programs include periodic delivery of program-specific content through different communication channels. The health program is only available for the Subscriber.

Tele-Consultation:

Unlimited access to tele-consultations with BIMA doctors to address acute minor ailments and to receive medical advice on general health topics, however, these may not be used for urgent conditions. The teleconsultations are available for the Subscriber and Subscriber's immediate family members, limited to the Subscriber's parents, spouse, children and siblings.

## **Specialist Consultation:**

Access to specialists (gynaecologist, paediatrician, nutritionist and psychologist/psychiatrist) for your health needs in both consultative and health advice related matters. The specialist services are available for the Subscriber and Subscriber's immediate family members, limited to the Subscriber's parents, spouse, children and siblings.

## **DISCLAIMER/ TERMS OF USE of BIMA SEHAT Consultations**

### **TERMS OF USE**

THIS DOCUMENT IS AN AGREEMENT BETWEEN YOU AND BIMA, WHICH CONTAINS THE TERMS AND CONDITIONS YOU AGREE TO WHEN YOU USE THE BIMA SEHAT PRODUCT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT AUTHORIZED TO ACCESS OR USE OUR SERVICES. WE MAY UPDATE THESE TERMS OF USE FROM TIME TO TIME. WE ENCOURAGE YOU TO REVIEW THESE TERMS PERIODICALLY. YOUR CONTINUED USE OF OUR SERVICES (AS DEFINED BELOW) INDICATES YOUR ACCEPTANCE OF THE CHANGED TERMS OF USE.

Any reference to "BIMA", "our", "us", or "we" are references to BIMA Mobile Pakistan (Pvt.) Limited, a private company registered in Pakistan (company number 90585), the registered office being 3rd Floor, New Liberty Tower, Model Town Link Road, Model Town, Lahore, Pakistan.

#### **1. Services Provided:**

BIMA provides real-time medical consultations with licensed physicians ("BIMA Doctors") through telephone, video, SMS, apps or other means for the purpose of providing advice and/or recommendations on medical and health issues ("Services"). BIMA may also offer other health-related services provided in partnership with local providers, which may include hospitals, diagnostic laboratories, or pharmacies (together with the BIMA Doctors, the "Providers").

BIMA facilitates access to Providers who have agreed to provide medical and health advice and services to customers. It does not interfere with the practice of medicine or other licensed profession by BIMA Doctors and BIMA does not impose any guidelines or protocols that restrict the actions of BIMA Doctors.

#### **2. Use of BIMA health Services is NOT FOR EMERGENCIES:**

Our Services are NOT for use in potential or actual medical emergencies or if you have a condition that you know will require a physical examination. If this is the case, you should visit your nearest emergency room. You must not delay your visit to the emergency room in anticipation of obtaining medical advice from a BIMA Doctor through BIMA.

#### **3. Relationship with your Primary Care Physician:**

Your interaction with the BIMA Doctors through our Services is not intended to replace your relationship with your existing primary care physician or other healthcare professional or be your permanent medical access point. You should seek emergency help or follow-up care when recommended by a BIMA Doctor or when otherwise needed and continue to consult with your primary care physician and other health care professionals as necessary. Consult your primary care physician or health care professional as relevant if you have any questions about any symptoms or medical condition, and before starting or stopping any treatment by your physician or health care professional.

#### **4. Medication Policy:**

BIMA will provide you with access to BIMA Doctors that are appropriately qualified and experienced to practice medicine. Subject to all applicable laws, such BIMA Doctor may recommend a medication as deemed appropriate. BIMA Doctors cannot guarantee the availability, effectiveness, authenticity, reliability, safety, legality or quality of the recommended medicine. BIMA does not guarantee that a BIMA Doctor will recommend or issue medication, and does not endorse, recommend or make any representation or warranty about the medicines recommended or prescribed by the BIMA Doctor.

You agree that any medication recommended to you from a BIMA Doctor shall be solely for your personal use. You agree to fully and carefully read all product information and labels before use and to contact a physician or pharmacist if you have any questions regarding the medicine. You agree that you are using our Services only for yourself, or on behalf of a child under 18 in your capacity as his/her parent or legal guardian, if you supervise the child's use of the Services at all times. BIMA may suspend services or terminate customer accounts if we reasonably suspect that such accounts are being used in breach of the restrictions in this section.

#### **5. Privacy:**

When you sign up for the Services, you agree that the Providers will communicate with you, by sending information, messages, and notices to you. These messages may be conveyed or sent via email, SMS, notifications, etc, using the contact information associated with your account, which includes the information you provide when you register or update information in your account settings. You also agree that BIMA may retain your medical records and that such records will be held in compliance with all applicable laws. BIMA may record calls and other communications with you for quality assurance purposes.

#### **6. Intellectual Property Rights:**

You may communicate materials containing our copyrights, trademarks, trade secrets, patents, or other intellectual property rights ("IPR") to your physician or health care professional only. You are not permitted to copy, distribute, or make any business use of our IPR.

#### **Informed Consent:**

Tele-health is the delivery of health care services using interactive audio and/or video technology, where the patient and the BIMA Doctor are not in the same physical location. During your tele-health consultation with a BIMA Doctor details of your medical or health history and personal health information may be discussed through the use of interactive audio, video, and/or other telecommunications technology, and the BIMA Doctor may perform a physical exam through these technologies. Depending on your medical or health history and/or specific complaint, you may be asked to provide information through other electronic means and verify your identity with a national identity card or other legal document.

#### **8. Limitations of Tele-Health:**

There are potentials risks associated with the use of tele-health, including, but not limited to:

- a. In some instances, the information transmitted may be of insufficient quality to allow for appropriate medical or health care decision making by the BIMA Doctor (i.e., poor call quality, poor resolution of images, etc.)

- b. Delays in evaluation or treatment could occur due to failure of the electronic equipment or technical failures outside of our control. We are not responsible to you if this happens, but if it does, we will notify you as soon as we can and take the steps that we reasonably can to minimize the interruption to the Services.
- c. In some instances, a lack of access to your complete medical records and incomplete or inaccurate disclosure by the patient may result in adverse drug reactions or allergic reactions or other judgment errors.
- d. Although the electronic systems we use will incorporate networks and software security protocols to protect the privacy and security of health information, in some instances, security protocols may fail and cause a breach of privacy and/or personal health information.

#### **9. Complaints and Disputes:**

You can always give us feedback on our Services by calling 042 111-119-878 or emailing us at [bimapksupport@milvik.se](mailto:bimapksupport@milvik.se)

If you have a complaint about our Services, we would like to resolve it as soon as possible. Please tell us about your complaint as soon as you can so that we can do this. We may ask you for certain details about you and your complaint to address it. Please provide these as soon as you can so that we can resolve your complaint quickly. We will tell you the outcome of our investigation into your complaint and give you the chance to discuss it with us. If we find that we have broken any of these terms and you suffer loss or damage, we are responsible for compensating you for that loss or damage if it was a foreseeable result of our breaking of these terms. We are not responsible for compensating you for indirect, incidental, special or consequential damages.

These terms are governed by Pakistani laws and the Pakistani courts shall have exclusive jurisdiction to hear any claim arising out of or in connection with these terms or the use of our products and services.

#### **10. Acceptance of these terms of use:**

By using the Services, you acknowledge that you understand and agree with the following:

- While benefits may be expected from the use of tele-health, no results can be guaranteed or assured, my situation may not be addressed or improved, and in some cases, it can get worse.
- If you think you have a medical emergency or if you have a condition that you know will require a physical examination, you are responsible for visiting your nearest emergency room.
- The Services are not suitable for unsupervised use by persons under 18.
- Subject to all applicable laws, our BIMA Doctor may decide that tele-health services are not appropriate for some or all your treatment needs and, accordingly, may elect not to provide tele-health services to you through BIMA.



# Acknowledgement of the Customers

(Policy Terms and Conditions shall remain subject to the following)

BIMA is the Insurance broker who has been authorized by Alfalah Insurance Company Limited to bind cover on behalf of Insurer within the terms and conditions of this Insurance Policy. To cease monthly deductions, the Subscriber must deregister the Subscriber's BIMA SEHAT Plan by contacting BIMA. Otherwise, Jazz will continue making monthly deductions.

If the Subscriber, as an Insured Member, subscribe to more than one (1) BIMA SEHAT Plan under the Insurance Policy (including through different Jazz mobile accounts):

The Subscriber's maximum benefit shall be the maximum benefit offered by only one of the BIMA SEHAT Plans that the Subscriber has subscribed to.

Our maximum liability to the Subscriber or the Subscriber's beneficiary shall be the higher of the two BIMA SEHAT Plans that the Subscriber subscribed to.

After becoming the Subscriber in the Insurance Service, Jazz Subscriber permits Jazz to share his details and information available with Jazz and as sought by Alfalah Insurance and BIMA or any other entity authorized by Alfalah Insurance in this regard, for inter alia processing of the Policy, storing and processing data across countries, and more effectively providing the Insurance Service and payment of Insurance Cover; Jazz Customer/Subscriber agrees and acknowledges that he or his legal heirs shall not hold Jazz responsible for any consequences of sharing such information;

Fraud or abuse relating to Re-Load/Re-Charge may result in forfeiture/cancellation of the Policy, suspension of Jazz Services of the Customer/Subscriber and termination of his Connection; and

While availing the Insurance Service the Subscriber shall not respond to any calls/SMSs directing to make/send calls/SMSs to any other number/short code or which are regarding award of any prize (whether money or in kind) in lieu of balance transfer or any call. Ignorance of this clause by Jazz Customer/Subscriber shall not accrue any liabilities/responsibilities on Alfalah Insurance or Jazz including but not limited to liability/responsibility towards any loss occurred to the Jazz Customer/Subscriber

Jazz, Alfalah, or BIMA may amend these Terms and Conditions at any time. The Subscriber shall be informed through an SMS or any other manner in accordance with the relevant laws that these Terms and Conditions are amended. Such SMS or information through any other manner (as mentioned above) shall contain a link to such amended Terms and Conditions, and if the Subscriber shall continue to pay for the Insurance Cover it shall be the acceptance of the Subscriber to the amended Terms and Conditions.

Jazz, BIMA, and Alfalah may jointly amend the Service Charges from time to time at their discretion in accordance with the applicable laws and regulations of Pakistan Telecommunication Authority

("PTA"). The acceptance of these Terms and Conditions of the Subscriber shall also be the acceptance with the End User Price to be charged to provide the Insurance Policy.

Alfalah, Jazz, and BIMA have the complete authority to stop offering BIMA SEHAT Plan or Policy at any time at their discretion.

The Subscriber acknowledges that these Terms and Conditions are in addition to the terms and conditions accepted by the Subscriber at the time of availing Jazz's cellular services (which includes the terms and conditions of CSAF, and the terms and conditions received in the SIM Jacket). However, in case of conflict between these Terms and Conditions and terms and conditions of CSAF, these Terms and Conditions shall prevail to the extent of subject matter of these Terms and Conditions.

The domestic laws of the Islamic Republic of Pakistan shall govern the Insurance Policy and the Courts of the Islamic Republic of Pakistan shall have jurisdiction in any dispute arising hereunder.

If any provision of the Insurance policy is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Insurance policy which will remain in full force and effect.

This policy has been especially created to provide protection for those Jazz Customers who successfully apply for that protection and who pay the appropriate Premium. Accordingly, notices to the Subscriber may be provided by:

SMS to the Subscriber's post-paid mobile service (from which monthly deductions are made); If a notice is made by SMS, the notice is deemed to be received on the day the SMS is sent. If a notice is placed on a website, the notice is deemed to be received on the day the notice is placed

Notification placed on Jazz.com.pk or on the Insurer's website at <http://www.alfalahinsurance.com/>; or on [www.milvikpakistan.com](http://www.milvikpakistan.com)

By publication in a major newspaper in the Islamic Republic of Pakistan