RAP CARD TERMS AND CONDITIONS

These Terms and Conditions govern the issuance, administration, and use of the Radiant Afya Plan Prepaid Healthcare Services Card (?the RAP Card?) issued by Radiant Afya Plan Limited a subsidiary of Radiant Group of Hospitals, a healthcare institution operating multiple medical facilities within the Republic of Kenya.

By applying for, purchasing, activating, or using the RAP Card, the RAP Cardholder agrees to be legally bound by these Terms and Conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires:

?Hospital? means Radiant Group of Hospitals, including all branches, clinics, pharmacies, laboratories, diagnostic centres, and other healthcare facilities owned, managed, or operated by it.

?Program? means the Hospital Prepaid Healthcare Services Card Program established by the Hospital.

?Card? means the prepaid services card issued by the Hospital in either physical, digital, or electronic format.

?Cardholder? means the person or entity registered in the Hospital?s records as the owner of the RAP Card.

?Account Balance? means the prepaid monetary value credited to the RAP Cardholder and available for use in payment of healthcare services.

?Participating Facility? means any authorised facility within the Hospital network which accepts the RAP Card.

?Services? means healthcare services offered by the Hospital including consultations, diagnostics, pharmacy services, hospital admissions, procedures, and related medical services.

?Dependents? means persons registered under a principal Cardholder and authorised to utilise the RAP Card.

2. ESTABLISHMENT OF PROGRAM

2.1 The Hospital hereby establishes the RAP Card Program for the purpose of allowing individuals and institutions to prepay for healthcare services rendered within the Hospital network.

2.2 The Program is intended solely to facilitate convenient advance payment for medical services and to simplify billing and service access for patients.

2.3 The RAP Card shall operate exclusively within the Hospital?s internal billing and payment system.

2.4 Nothing in this Program shall be construed as guaranteeing treatment beyond the availability of services and the professional judgment of the Hospital?s medical practitioners.

3. EXPRESS NON-INSURANCE DECLARATION

3.1 The RAP Card and the Program do not constitute a medical insurance scheme within the meaning of the Insurance Act (Cap 487, Laws of Kenya).

3.2 The Program does not involve:

risk pooling

underwriting of medical costs

premium payments

indemnification against healthcare expenses

assumption of medical risk by the Hospital.

3.3 The RAP Cardholder expressly acknowledges that the RAP Card does not guarantee coverage of medical expenses and functions solely as a prepaid payment mechanism.

4. NON-DEPOSIT TAKING DECLARATION

4.1 Funds loaded onto the RAP Card represent advance payments for healthcare services to be rendered only by the Hospital.

4.2 Such funds shall not be construed as deposits held by the Hospital for purposes of financial intermediation.

4.3 The Program shall not constitute:

deposit taking

a savings scheme

a credit facility

an investment product

a financial services product.

5. NATIONAL PAYMENT SYSTEMS ACT DISCLAIMER

5.1 The RAP Card is designed solely for use within the closed network of healthcare facilities owned and operated by the Hospital.

5.2 The RAP Card cannot be used for general payments, third-party transactions, or transfers outside the Hospital network.

5.3 Accordingly, the Program constitutes a closed-loop prepaid healthcare service mechanism and does not constitute a payment system or payment service provider within the meaning of the National Payment Systems Act, 2011.

5.4 The RAP Card shall not be used for:

money transfers

merchant payments outside the Hospital network

peer-to-peer payments

financial settlement transactions.

6. ELIGIBILITY

6.1 The RAP Card may be issued to:

individual persons;

families;

corporate organisations;

institutions wishing to prepay healthcare services.

6.2 The Hospital reserves absolute discretion in approving or declining applications.

6.3 Applicants may be required to provide:

National ID or passport

contact details

dependent registration information.

7. CARD ISSUANCE AND ACTIVATION

7.1 A Card shall be issued upon successful registration and payment of the initial prepaid amount prescribed by the Hospital.

7.2 The Hospital shall maintain an electronic ledger recording all transactions relating to the RAP Card.

7.3 Activation shall occur once funds have been credited to the RAP Cardholder account.

7.4 The Hospital reserves the right to charge issuance or administrative fees.

8. LOADING AND RELOADING OF FUNDS

8.1 The RAP Cardholder may load funds onto the RAP Card using approved payment methods including:

cash payments

bank transfers

mobile money payments

authorised digital payment channels.

8.2 The Hospital may impose minimum and maximum loading limits.

8.3 Funds shall only be credited upon confirmation of payment.

9. UTILISATION OF THE RAP CARD

9.1 The RAP Card may only be used within the Hospital network including the following branches:

Sportsview Branch

Pangani Branch

Kiambu Branch

Umoja Branch

Seasons Branch

9.2 The RAP Card may be used for payment of the following services in any of the branches stated above;

outpatient consultations

pharmacy purchases

diagnostic tests

imaging services

minor procedures

inpatient services

hospital admissions

other services offered by the Hospital.

9.3 The Hospital shall deduct charges from the RAP Cardholder?s balance upon provision of services.

9.4 Where the balance is insufficient, the RAP Cardholder shall pay the remaining amount using other payment methods.

10. CORPORATE EMPLOYEE CARDS

10.1 The Hospital may issue corporate Cards to employers for use by employees and dependents.

10.2 Employers may determine internal allocation of balances.

10.3 The Hospital shall not be responsible for disputes between employers and employees regarding card use.

11. FAMILY AND DEPENDENT USE

11.1 A principal Cardholder may register dependents including spouse, children, or other beneficiaries.

11.2 Identification verification will be required before services are rendered.

11.3 The principal Cardholder remains responsible for all charges incurred.

12. NO INTEREST

12.1 Funds credited to the RAP Card shall not earn interest.

12.2 The RAP Cardholder acknowledges that the RAP Card represents advance payment for medical services only.

13. VALIDITY AND EXPIRY

13.1 The RAP Card shall remain valid for a period determined by the Hospital.

13.2 The Hospital may deactivate dormant cards.

13.3 Expired cards may be renewed subject to administrative procedures.

14. REFUND POLICY

14.1 Funds loaded onto the RAP Card are generally non-refundable.

14.2 The Hospital may approve refunds only in exceptional circumstances including:

death of the RAP Cardholder

permanent relocation

closure of the Program.

14.3 Approved refunds may be subject to administrative charges.

15. LOST OR STOLEN CARD

15.1 The RAP Cardholder shall notify the Hospital immediately upon loss or theft.

15.2 Replacement cards may be issued subject to identity verification and payment of replacement fees.

15.3 The Hospital shall not be liable for unauthorised transactions prior to notification.

16. MEDICAL LIABILITY DISCLAIMER

16.1 The Program shall not alter the professional obligations of the Hospital or its medical practitioners.

16.2 All medical services shall be provided based on professional medical judgment and clinical necessity.

16.3 The Hospital shall not be liable for medical outcomes except where liability arises under applicable laws governing professional negligence.

17. EMERGENCY TREATMENT LIMITATION

17.1 Possession of the RAP Card shall allow one emergency treatment at any branch within reason prior to updating of funds.

17.2 Emergency services shall be provided in accordance with applicable medical protocols and legal obligations.

17.3 Where prepaid balances are insufficient, additional payment may be required.

17.4 Cardholders may be entitled to free or discounted ambulance services subject to distance and availability of the hospitals ambulances

18. MEDICAL TARIFF VARIATION CLAUSE

18.1 The cost of medical services shall be determined according to the Hospital?s prevailing cost and or billing schedule.

18.2 The Hospital reserves the right to revise costs and pricing from time to time in response to:

operational costs

regulatory changes

changes in healthcare funding frameworks

inflation or economic factors.

18.3 The existence of a prepaid balance shall not guarantee current prices for future services.

19. FRAUD AND MISUSE

19.1 The Hospital reserves the right to suspend or terminate the RAP Card where fraud, misuse, or misrepresentation is suspected.

19.2 The Hospital may pursue civil or criminal remedies where appropriate.

20. DATA PROTECTION AND CONFIDENTIALITY

20.1 The Hospital shall process personal information in accordance with applicable data protection laws.

20.2 Medical records shall remain confidential and may only be disclosed as permitted by law.

20.3 The RAP Cardholder consents to the processing of personal information for purposes of:

Service delivery

Billing

Program administration.

Any other reason allowable under the data protection act

21. CONSUMER PROTECTION COMPLIANCE

21.1 The Program shall be administered in compliance with applicable consumer protection laws of Kenya.

21.2 The Hospital shall ensure transparency in pricing and service availability.

21.3 Nothing in these Terms shall exclude rights granted to consumers under applicable law.

22. LIMITATION OF LIABILITY

22.1 The Hospital shall not be liable for losses arising from:

technological failure

system outages

delays beyond reasonable control

circumstances of force majeure.

22.2 In any event liability shall be limited to the value of the RAP Cardholder?s remaining balance.

23. AMENDMENT OF TERMS

23.1 The Hospital reserves the right to amend these Terms and Conditions.

23.2 Amendments shall take effect upon publication or notification.

24. GOVERNING LAW

These Terms and Conditions shall be governed by the Laws of the Republic of Kenya.

25. DISPUTE RESOLUTION

25.1 Any dispute arising under this Program shall first be resolved through good faith negotiations.

25.2 Where unresolved, the dispute shall be submitted to the courts of competent jurisdiction within Kenya.

26. ACCEPTANCE OF TERMS

By purchasing, activating, or using the RAP Card, the RAP Cardholder confirms that they have read, understood, and agreed to be bound by these Terms and Conditions.

Issued by: Radiant Afya Plan Limited

DATE

SIGNATURE

STAMP