INNOVATION GROUP
MAXICARE 4 HEALTH - COMMERCIAL CONTRACT

INTRODUCTION
The maintenance of appliances such as TVs, washing machines and fridges within the health care industry can be enormously complex and time consuming, especially in the current climate of power failures and load shedding. Whether you’re running a hospital with several rooms or a franchised clinic brand with branches operating in different geographic areas, maintenance of appliances and/or buildings can divert important management time from core business focus and can dramatically impact service levels.

For a nominal monthly premium Innovation Maxicare offers complete peace of mind, regardless of how many sites there are within the business or where in the country each site is located. Innovation Maxicare will source a reputable repairer who will come to your establishment and either fix the appliance or electronic item on your premises or, alternatively, remove it, repair it and return it to you. You choose the number of appliances to be covered and the repairs are done at no cost.

For further peace of mind you can add Replacement Cover, as well as Lightning and Power Surge Cover. Should damage be caused either by Lightning or a Power Surge and be too costly to repair, Innovation Maxicare will replace the item.

The claims procedure is very simple. Just place a single phone call to our in house call centre and everything will be handled on your behalf.

With over 300 service providers on our books, an Innovation Maxicare solution means your management staff can focus on what really matters - dealing personally with patients - safe in the knowledge that breakages and repairs will be immediately dealt with by a highly professional and accredited service provider.
DEAR CLIENT

We would like to take this opportunity of welcoming you as another valued member of the rapidly growing number of organisations who today enjoy the peace of mind, afforded by Innovation Maxicare – Southern Africa’s leading warranty administrator of consumer electronics and appliances.

Our approach focuses on incident management, from inception to customer satisfaction, including immediate claim authorisation and follow-up of the repair path. Technologically advanced systems are backed up by strictly monitored and managed repair service agents, contracted directly to Innovation Maxicare, ensuring that service is of the highest quality at all times. This results in dramatically increased quality of service as well as reduced repair costs.

Our mission is to eliminate customer concerns relating to excessive costs and to ensure quality workmanship and accountability in the event of any unforeseen circumstances arising.

WHERE INNOVATION BEGINS

By purchasing your Maxicare Commercial Appliance Warranty, you will take advantage of the following benefits that augment efficient service delivery:

- A small monthly premium which covers all items against failure / breakdown
- Fast, accurate claims verification by highly-skilled call centre operators
- Regular updates on the status of each incident
- All costs covered with no excess required
- A nationwide network of over 300 authorised service centres
- Approved, high quality parts drawn from reliable and trusted sources
- Optional additional building maintenance cover

To ensure that you fully understand the terms and conditions, please read this agreement carefully before submitting your registration form. Please feel free to call our offices if you have any queries, or require additional information.

Please note that this warranty is not binding until the registration form has been accepted in writing by Innovation Maxicare.

ADMINISTRATORS CONTACT DETAILS

The Maxicare Commercial Appliance Warranty is supplied and administrated by Innovation Maxicare, a division of Innovation Group (Pty) Ltd.

Reg. No. 1997/005662/07
Cnr 8th & Hendrik Potgieter Avenues
Edenvale
1610
Tel no: (011) 372-2900
Fax no: (011) 372-2950
Email: Maxicare@za.innovation-group.com
Website: www.maxicare.co.za

The administrator is an authorised Financial Services Provider in terms of the FAIS Act and may render intermediary services and provide advice relating to short-term insurance products.
The Administrator has contractual relationships with different Insurers and holds professional indemnity insurance.

**DEFINITIONS**

- In every instance, Innovation Maxicare shall be taken to mean Innovation Group (Pty) Ltd, or its officially appointed agent.
- Appliance shall mean only those electrical goods which are eligible for inclusion in an Innovation Maxicare contract. Items should be similar to domestic appliances, and specifically include:
  - Cathode Ray Tube televisions
  - LCD / Plasma televisions (not Rear-Projection TVs)
  - DVD Players (Any DVD / VCR combination unit must be registered as a DVD Player)
  - DVD Recorders
  - VCRs
  - Decoders
  - Amplifiers
  - Mini HiFis (not speakers)
  - Micro HiFis (not speakers)
  - Home Theatre-in-a-box systems (not speakers)
  - Fridges / Freezers
  - Ovens
  - Stoves
  - Hobs
  - Cooker Hoods
  - Microwaves
  - Tumble Dryers
  - Washing Machines
  - Dishwashers
- Office Hours shall mean 08:00 to 16:30, Monday to Friday, excluding public holidays.

**MAINTENANCE SERVICE**

- Subject to the limits of service, Innovation Maxicare shall, at its own discretion and expense, maintain the appliance(s) in good order and repair, which shall include the repair, modification or replacement of any parts. All parts replaced shall become the property of Innovation Maxicare free of charge. Subject to Innovation Maxicare’s discretion, this agreement covers all parts required except where specifically excluded (see Specific Exclusions and General Limits of Service)
- Innovation Maxicare will be liable for repair costs not exceeding five thousand Rand per repair. Any further costs will not be covered under this agreement
- This agreement excludes the replacement or repair of cabinets, storage boxes, shelves, electrical accessories (including hand held remote control units), internal gas leaks, sealed refrigeration equipment, building parts, plumbing or the rectification of installation faults. Damage caused to appliances through rust or paint and fair wear and tear to fittings, trims and surfaces are also excluded. Grey-import, parallel-import or otherwise unofficially-
imported appliances shall not be covered under this agreement

- Innovation Maxicare will provide a service as quickly as possible inside its normal office hours and within a 20km radius of each of its Authorised Service Centres, provided the customer grants reasonable access to the appliance. However, Innovation Maxicare shall not be held responsible for loss or inconvenience occasioned by any delay.

- Outside the Innovation Maxicare collection area (a 20km radius from each Authorised Service Centre), the service is only available if the customer transports the appliance to and from the Innovation Maxicare Authorised Service Centre.

- Innovation Maxicare shall be entitled to cede, assign or delegate its rights and/or obligations or appoint a third party to perform all or any of its obligations arising from this contract.

- Innovation Maxicare reserves the right to remove a unit from the contract after a repair at its sole discretion.

- If Innovation Maxicare cannot repair an item because the fault is due to any listed exclusion, Innovation Maxicare will not be liable for any compensation payment to the customer, and the appliance will be removed from the contract.

**OPTIONAL ADDITIONAL COVERS**

- On all additional covers, Innovation Maxicare reserves the right to refuse to grant the cover for any reason whatsoever.

**REPLACEMENT COVER:**

- Replacement cover is an optional additional cover per appliance, with additional monthly fee per replacement cover.

- If Replacement cover is not listed on the contract, it does not apply to the appliance.

- Replacement cover is only for the selected appliance – the client must select which appliance(s) they wish to cover with Replacement Cover upon application.

- Replacement cover is not transferable between appliances.

- Replacement cover works in this manner: in the event that a covered fault on a covered appliance with Replacement Cover cannot be repaired due to the repair being uneconomical or spares unavailable (at Innovation Maxicare’s sole discretion), then the appliance will be replaced with a new appliance of similar quality and specification.

- Replacement cover is subject to the limit of liability (R 5000 per repair).

- Building Warranty is not eligible for replacement cover.

**LIGHTNING & POWER SURGE COVER:**

- Lightning & Power surge cover is an optional additional cover that covers all appliances on the contract (not Building Warranty).

- If Lightning & Power surge cover is not listed on the contract, it does not apply.

- An additional monthly fee is charged for Lightning & Power surge cover.

- Lightning & Power surge cover works in this manner: in the event that a client has Lightning & Power surge cover, and a covered appliance requires a repair, and it is found that the appliance was damaged due to lightning or power surge, then the fault will be covered (without this cover the failure would be excluded).
BUILDING WARRANTY:

- The Building Warranty is an optional additional cover, with additional monthly charge.
- The Building Warranty applies only to buildings of less than 1000 square metre floor space.
- The Building Warranty only applies to failures where the item that has failed is considered an integral part of the building itself.

**Cover includes:**
- Burst pipes
- Geyser valves (not the geyser cylinder)
- Gate motors
- Faulty distribution boards, electrical circuits, plug points, switches and Earth Leakage relays

**Failures Covered include:**
- Damage due to wear and tear,
- Covered failures on water pipes and geyser valves additionally include:
  - Rust and decay, gradual deterioration, cracking and splitting

- The limit of liability on the Building Warranty is R 3000 per repair

**Additional terms and conditions apply to the building warranty:**

- **General**
  - This agreement does not cover any defect, fault or damage caused by removal or misuse, whether negligence or otherwise, other than in the course of normal and proper use and operation in accordance with the manufacturer’s instructions
  - The Building Warranty cover only extends if payments are up to date
  - In the event of a call-out where the fault is not covered, and Innovation Maxicare incurs a call-out fee, Innovation Maxicare reserves the right to reclaim the call-out fee from the contract holder through a once-off additional debit.

- **Exclusions**
  - Failures during the first two months following the commencement of the policy
  - Failures arising from damage caused by insects, vermin or animals
  - The replacement of the non-return valve on geysers
  - Cost of damage to walls, ceilings etc required in order to repair pipes or geysers
  - Damage to other fixtures, fittings and improvements caused by a geyser or pipe fault
  - Repairs carried out without the prior consent of Innovation Maxicare
  - Damage due to or evidence of:
    - Lightning
    - Power surge
    - Water damage (except where specifically included)
    - Theft
    - Insects
    - Storm
    - Hail

- **Referrals**
  - The call centre will assist the client in locating an insurance approved service provider in a specific area for the following:
    - Building Renovations or repairs
• Painting
• Carpets
• Carpentry
• Boreholes
• Thatch Specialists
• Pool services
• Locksmiths
• Glaziers

RESPONSIBILITY

• Innovation Maxicare shall not be held liable to the customer for any loss / damage, whether consequential or otherwise, caused by or arising out of any failure of the apparatus to operate for any reason whatsoever.
• This agreement does not cover any defect, fault or damage caused by removal or misuse, whether negligence or otherwise, other than in the course of normal and proper use and operation of the appliance in accordance with the manufacturer’s instructions.
• This agreement does not cover appliances older than 10 years (calculated from the date of manufacture) of age at the point when added to the contract; however, items that become older than 10 years within the duration of the contract will be covered.
• Innovation Maxicare accepts no responsibility for not repairing the appliance if, for any reason whatsoever, replacement parts or any form of service manual / schematic cannot be obtained from Innovation Maxicare’s usual sources of supply or if the appliance is older than 10 years (calculated from date of manufacture). In the event of this situation arising, a premium refund will apply up to a maximum of twelve months.
• Innovation Maxicare accepts no responsibility for costs involved in re-connecting or re-installing an appliance after a repair or call-out.
• The onus is on the customer to ensure that the product is in working order when added to the contract.
• This agreement is not transferable.
• Innovation Maxicare reserves the right to terminate this agreement with no notice if any monies due by the customer in terms of the agreement have not been paid or, if, in the opinion of Innovation Maxicare, any repair or maintenance work has been carried out other than by Innovation Maxicare. Alternatively, Innovation Maxicare may terminate this contract at any time by giving one month’s installment refund or any installments paid in advance for periods after which the contract terminates.
• Any changes in products or cancellation must be advised by the client in writing.
• Cancellation must be made at least one month in advance.
• The client is responsible for checking that the premium collection is correct each month.

ACCEPTANCE AND PERIOD

• This agreement shall be on a monthly basis.
• The maintenance fee shall be paid monthly in advance for the duration of the agreement.
• Cover commences sixty days after the date on which Innovation Maxicare receives the first installment and no claims will be entertained beforehand.

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SPECIFIC EXCLUSIONS

• Costs over and above the limit of liability per repair (R 5000.00 on appliances, R 3000.00 on Building Warranty)
• Where insufficient fees have been paid (for example a LCD TV that was registered as a Cathode Ray Tube TV will not be covered until all shortfalls in fees have been paid)

• The following are specifically excluded from the contract:
  - Parts not available through Innovation Maxicare’s usual sources of supply
  - Glass (irrespective of the purpose of the glass)
  - Speakers
  - Parts that are broken in pieces or cracked
  - Cosmetic parts, or any part that does not affect the correct functioning of the appliance at Innovation Maxicare’s discretion
  - Parts damaged through negligence, wilful or accidental damage
  - Cables and power cords
  - Plumbing components
  - Aerials
  - Missing buttons / knobs
  - Covers
  - Pilot lights
  - Damaged tapes / discs
  - The plate inside the microwave
  - Globes
  - Clocks
  - Hinges
  - Outlet / inlet / drain pipes
  - Runners
  - Soap dispensers
  - Filters
  - Internal shelves, storage compartments etc

• The following faults / appliances are specifically excluded from the contract:
  - TV reception faults
  - Where foreign objects are found in the machine
  - Damage due to metallic objects being used in the microwave
  - Appliances kept at a location without the specified space around the appliance
  - Damage due to foreign objects
  - Faults due to water damage

GENERAL LIMITS OF SERVICE

• This agreement does not cover damage to the appliance caused by lightning strikes, fire, flood, earthquake, explosion, riot, theft, accident, voltage variation in electrical supply, incorrect power supply or any loss or damage to the appliance caused through misuse or negligence or ensuing from any external circumstances beyond the control of Innovation Maxicare.
• **Care of the covered products:** The covered shall not tamper with or endeavour to repair the appliance or cause or permit any repair to be carried out on the appliance other than through Innovation Maxicare. The appliances shall be properly used only in the normal course and only for the purpose that it was designed for. Innovation Maxicare reserves the right to inspect the appliances at the covered premises or to carry out maintenance should it deem it necessary to do so.

• **This contract shall not cover or extend to:**
  - Failures during the 2 months following the commencement of the contract
  - Damages to cosmetic parts (parts not influencing the correct operation of the appliance)
  - Remote Controls
  - Product installation
  - Removal of the product from a custom installation
  - Damage due to or evidence of:
    - Lightning
    - Power surge
    - Extended exposure to moisture or humidity
    - Liquid contamination
    - War
    - Public disturbance and / or riots
    - Connection to incorrect voltage
    - Misuse or abuse
    - Failure to properly maintain
    - Use of improper cleaning methods
    - Incorrect installation or operation
    - Use for which it is not designed
    - Use of faulty or leaking batteries
    - Theft
    - Rust
    - Accidents
    - Fire, earthquake, explosions or riots
    - Insect or vermin infestation
    - Where parts not available in South Africa
    - Evidence of tampering or repairs carried out without prior consent of the administrator
    - Prolonged and excessive periods of maximum volume and / or loudness leading to damage of speakers and / or speaker boxes and / or amplifier.

• **Errors and omissions are excluded.**