



## OPRO International

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## OPROshield Platinum Mouthguards

### DENTAL WARRANTY

Schedule as at 1st April 2011

#### DEFINITION OF WARRANTY COVER

A Qualifying Person is a wearer of any OPROshield Platinum manufactured by OPRO International Limited or any subsidiary which has been moulded specifically by such wearer in accordance with the instructions supplied with the mouthguard, subject to the exclusions listed below. If a Qualifying Person sustains accidental Dental Injury during the Operative Time which, within twelve months, solely and independently of any other cause, results in the incurring of Dental Expenses, the Company will pay the Qualifying Person up to the amount shown in the Warranty Schedule.

#### WARRANTY SCHEDULE

Dental Expenses per injured or replaced tooth limited to £300.00 per tooth per incident subject to a maximum warranty cover of £9,600.00 per incident. An excess of £50.00 is payable on all claims.

#### GENERAL POLICY DEFINITIONS

**The Company:** OPRO International Limited.

**Dental Practitioner:** Any suitably qualified Dental Practitioner other than:

- a) the Qualifying Person,
- b) a member of the immediate family of the Qualifying Person,
- c) an Employee of the Qualifying Person.

**Operative Time:** Whilst the Qualifying Person is participating in any supervised official school or club sporting activity whilst wearing an OPROshield Platinum mouthguard.

**Dental Expenses:** The costs incurred from dental, surgical dentistry or other remedial dental attention or dental treatment, as a result of accidental injury, given or prescribed by a *Dental Practitioner*.

**Injury Event:** An accidental incident giving rise to accidental injury.

**Dental Injury:** Injury to the Qualifying Person's dentition and supporting structures occurring within the 24 hour period following an Injury Event excluding damage to dentures and orthodontic appliances.

#### GENERAL POLICY WARRANTY CONDITIONS

**Acceptance of Benefit:** If the Company has paid a claim under this policy and the Qualifying Person has accepted payment then such acceptance by the Qualifying Person shall be full and final and the Company will not be liable for any further payments for the same claim.

**Accumulation Limit:** The maximum amount the Company will pay for any single Dental Injury under this Policy in respect of any Qualifying Person is £9,600.00.

**Assignment:** The Company will not accept or be affected by any notice of trust, charge, lien, assignment, or other dealing with, or relating to, this Warranty.

**Currency:** Claims shall be settled in either Sterling (UK£) or the local currency in which the mouthguard was purchased as specified by the claimant. All amounts in this schedule are quoted in Sterling. Where a claim is paid in a currency other than Sterling ("the Claim currency"), the amount to be paid in the Claim currency shall be calculated by converting the Sterling amount due at the spot exchange rate for Sterling and the Claim currency quoted by the Bank of England as at the close of business on the date of the Injury Event.



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**Claims Evidence:** The Qualifying Person must provide at his or her own expense any evidence in support of a claim. The Qualifying Person must undergo as many medical examinations in connection with any claim as the Company may require at its own expense.

**Claims Notification:** The Qualifying Person must tell the Company as soon as possible of any potential Claim and no later than 14 days from the Injury Event.

**Failure to comply with policy conditions:** Where the Qualifying Person does not comply with any obligation to act in a certain way specified in this policy, the Company may not pay a claim.

**Excess:** The Company will not be liable in respect of the first £50.00 of any claim

**Interest on Benefit Payable:** The Company will not pay interest on any benefit payable.

**Jurisdiction:** This contract will be governed by the laws of the United Kingdom unless otherwise agreed.

**Other Insurances:** If at the time of a claim there is another insurance policy in the Qualifying Person's name which covers the Qualifying Person for the same expense or loss or part thereof, the Company will only pay a proportion of the claim, determined by reference to the cover provided by each of the policies.

**Other Interests:** The Qualifying Person's personal representative cannot claim from or sue the Company.

**Treatment Authorisation:** The Company's prior authorisation must be obtained before treatment that would exceed £150 of Dental Expenses otherwise the Company shall not be liable for such expenditure.

**Reasonable Care:** The Qualifying Person must take all reasonable steps to avoid and/or minimise any loss or damage.

**Return of Mouthguard:** The Qualifying Person must return the OPROshield Mouthguard to the Company at the time of any claim.

#### WARRANTY EXCLUSIONS

The Company will not pay any Benefit where Dental Injury or the incurring of Dental Expenses is the result of or is contributed to by:

- a) sickness or disease (not resulting from accidental bodily injury),
- b) any naturally occurring condition or degenerative process,
- c) any gradually operating cause,
- d) intentional self-injury,
- e) the wearing of a mouthguard aged in excess of twelve calendar months from the date of purchase,
- f) damage which was not apparent or anticipated within 28 days of the event,
- g) injury not sustained during supervised sport within a school/club environment
- h) injury not verified in writing by presiding official/teacher
- i) injury whilst participating in a professional sport

The Company will not pay any Benefit for treatment to any of the following:

- a) teeth that received Root Canal Therapy prior to the injury
- b) teeth that were Crowned prior to the injury
- c) teeth that were filled prior to the injury
- d) fillings required to a tooth, where a crown is made for the same tooth
- e) treatment required or carried out more than 12 months after the date of injury

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