



## OPRO Self-Fit Mouthguards

**DENTAL WARRANTY – US\$ (EXCLUDING MOUTHGUARDS PURCHASED FROM OPRO INTERNATIONAL LTD ON AMAZON WEBSITE)**

**Schedule as at 1st January 2018**

If your mouthguard was purchased direct from OPRO International Ltd. on the Amazon website (shown as ‘Sold by OPRO’ or ‘Sold by OPRO International’) then please refer to the Amazon specific version of this sheet.

This schedule applies only for claims relating to OPRO Self-fit mouthguards where the mouthguard was paid for in US\$ or any other currency, with the exception of Sterling £ or Euro €. Please refer to our separate schedules where the mouthguard was paid for in Sterling £ or Euro €.

In the event of a claim, the Dental Warranty Schedule in effect at the date of purchase of the Mouthguard shall be applicable. This version applies to purchases between January 1 2018 and the publication of the next version.

### PRODUCTS AND CLAIM LIMITS

OPRO SELF-FIT PRODUCT	CLAIM LIMIT PER TOOTH	CLAIM LIMIT PER INCIDENT	EXCESS PER CLAIM
SNAP	US\$155.00	US\$5,000	US\$50
BRONZE	US\$310.00	US\$10,000	US\$75
SILVER	US\$390.00	US\$12,500	US\$75
FLAVOUR	US\$390.00	US\$12,500	US\$75
GOLD	US\$470.00	US\$15,000	US\$75
PLATINUM	US\$545.00	US\$17,500	US\$75
POWER	US\$625.00	US\$20,000	US\$100

### DEFINITION OF WARRANTY COVER

A Qualifying Person is a wearer of any OPRO Self-Fit Mouthguard (the “Product”) 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 and who has registered his/her purchase at the url [portal.opro.com/self-fit-warranty](http://portal.opro.com/self-fit-warranty), subject to the exclusions listed below. If a Qualifying Person sustains accidental Dental Injury during the Operative Time which, within twelve months of purchase, 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 are limited to the claim limit per tooth for the Product in the table above per incident subject to a maximum warranty cover of the claim limit per incident for the Product in the table above. An excess of the Excess per Claim for the Product in the table above per incident is payable on all claims.

#### OPRO INTERNATIONAL LTD

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VAT Number 763824508 Registered in England & Wales Company number 3969219  
Registered Address 21 Bedford Square London WC1B 3HH UK

V050418





## 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, Partner, or co-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 OPRO Self-Fit 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. Any such dental treatment must commence within 30 days of the date of the Injury Event.

**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 the claim limit per incident for the Product in the table above

**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 US\$. All amounts in this schedule are quoted in US\$. Where any documentation is submitted showing amount(s) in a currency other than US\$ ("the Claim currency"), the amount(s) shall be converted to US\$ amount due at the spot exchange rate for US\$ and the Claim currency quoted by the Bank of England as at the close of business on the date of the Injury Event.

**Claims Evidence:** The Qualifying Person must provide at his or her own expense any evidence in support of a claim and must include a report signed by the person supervising the activity during which the Injury Event occurred with the email or postal address of the supervisor for the purposes of verification. 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 30 days from the date of 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 amount of any claim to the value of the Excess per Claim for the Product in the table above per incident 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.

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**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.

**Registration:** The Qualifying Person's mouthguard purchase must have been registered as per the instructions from time to time on the mouthguard packaging.

**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 OPRO Self-Fit 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 supervising official/teacher
- i) injury whilst participating in a professional sport
- j) orthodontic treatment

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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