



M O U T H G U A R D S

MAX Protect Limited Warranty

Terms and Conditions

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1 Limited warranty

If during the Operative Time a Qualifying Person sustains accidental Dental Injury which 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 appropriate to the Benefit shown in Appendix 1 - Schedule of Coverage.

2 Interpretation

In this document, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:

- 2.1 “**the/this Document**” means this document, together with all appendices hereto;
- 2.2 “**MAX**” or “**The Company**” means MAX Sport Protection (Pty) Ltd, a private company duly incorporated in terms of the laws of South Africa with registration number 2013/228720/07;
- 2.3 “**Qualifying Person**” is a non-professional athlete wearing a mouthguard manufactured and sold to him/her by MAX less than 12 months before the accident;
- 2.4 “**Dental Practitioner**” means any licensed dental practitioner other than
 - 2.4.1 a Qualifying Person;
 - 2.4.2 a member of the immediate family of the Qualifying Person;
 - 2.4.3 an Employee of the Qualifying person;
- 2.5 “**Product**” means any mouthguard, a protective device for the mouth used during sport that covers the teeth and gums to prevent and reduce injury to the teeth, arches, lips and gums;
- 2.6 “**Operative Time**” is the time while the Qualifying Person is participating in any school or club sporting activity wearing a MAX mouthguard;
- 2.7 “**Dental Expenses**” means 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;
- 2.8 “**Dental Injury**” means Injury to a Qualifying Person's dentition and supporting structures, excluding damage to dentures and/or orthodontic appliances.
- 2.9 Clause headings and the heading of the Document are for convenience only and are not to be used in its interpretation;
- 2.10 An expression which denotes –
 - 2.10.1 any gender includes the other genders;
 - 2.10.2 a natural person includes a juristic person and vice versa;

2.10.3 the singular includes the plural and vice versa.

2.11 Any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

3 Acceptance of Benefit

3.1 If the Company has paid a claim under this limited warranty and the Qualifying Person has accepted payment then the Company will not have to make any further payments for the same claim.

4 Coverage Limit

4.1 The maximum amount of the Company will pay for any single event under this limited warranty in respect of any Qualifying Person is R10,000.00

5 Assignment

5.1 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.

6 Claims Evidence

6.1 The Qualifying Person must provide at his/her own expense any evidence in support of a claim. A Qualifying Person must undergo as many medical examinations in connection with any claim as the Company may require at his/her own expense.

7 Claims Notification

7.1 The Qualifying Person must tell the Company as soon as possible of any potential Claim, and in no event later than 28 days after the date that a Dental Injury occurred.

8 Failure to Comply with Terms and Conditions

8.1 Where the Qualifying Person does not comply with any obligation to act as specified in this limited warranty, the Company may not pay a claim.

9 Excess

9.1 The company will not be liable in respect of the first R1000.00 of any claim.

10 Interest on Benefit Payable

10.1 The Company will not pay interest on any benefit payable

11 Jurisdiction

11.1 This contract will be governed by the laws of South Africa unless otherwise agreed.

12 Other Warranties

12.1 If at the time of a claim the Qualifying Person is covered by another warranty or policy for the same expense or loss, the Company will only pay a proportion of the claim, determined by reference to the coverage provided by each of the policies and/or warranties.

13 Other Interests

13.1 The Qualifying Person's personal representative cannot claim from or sue the Company.

14 Treatment Authorisation

14.1 MAX's prior authorisation must be obtained before commencing treatment that exceeds R1 000.00 of Dental Expenses.

15 Reasonable Care

15.1 The Qualifying Person must take all reasonable steps to avoid and/or minimize any loss or damage and must also make every effort to recover any property which has been lost.

16 Return of Mouthguard

16.1 The Qualifying Person must return the MAX mouthguard to the Company at the time of any claim.

17 Warranty Exclusions

17.1 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:

17.1.1 sickness or disease (not resulting from accidental bodily injury);

17.1.2 any naturally occurring condition or degenerative process;

17.1.3 any gradually operating cause;

17.1.4 intentional self-injury;

17.1.5 the wearing of a mouthguard aged in excess of twelve calendar months from the date of manufacture;

17.1.6 damage which was not apparent or anticipated within 28 days of the event; and/or for which no written claim was submitted to MAX within 28 days of the Dental Injury;

- 17.1.7 injury not sustained during supervised sport within school/club environment;
- 17.1.8 injury not verified by presiding official/teacher;
- 17.1.9 injury while participating in a professional sport;
- 17.1.10 improper use of the MAX mouthguard; or failure to strictly adhere to the Customer Care instructions included with the MAX mouthguard.
- 17.1.11 The Company will not pay any Benefit for treatment to any of the following:
 - 17.1.12 tooth that received root canal therapy prior to the injury;
 - 17.1.13 tooth that had a crown or cap prior to the injury;
 - 17.1.14 fillings required to a tooth, where a crown or cap is made for the same tooth;
 - 17.1.15 treatment required or carried out after 12 months of the date of injury.

18 Disclaimer of Liability

- 18.1 The Company will have no liability related to any MAX Mouthguard except for claims that fall within, and to the extent of this limited warranty.
- 18.2 The Company shall have no liability for any claims, including but not limited to:
 - 18.2.1 those relating to the taking of an impression;
 - 18.2.2 any mouthguard that is ill-fitting, or that cannot be worn, for whatever reason;
 - 18.2.3 any injury incurred after a mouthguard is ordered but before the mouthguard is received or worn;
 - 18.2.4 any mouthguard chewed or damaged by the user or others;
 - 18.2.5 any mouthguard modified in any way by the user or others;
 - 18.2.6 a mouthguard that was fitted for a non-brace wearer that is used with any orthodontic appliance;
 - 18.2.7 a mouthguard that has been used, cleaned or handled other than in conformity with the Customer Care Instructions.
- 18.3 The Company shall have no liability if delivery of the mouthguard is delayed for any reason, or if the mouthguard cannot be delivered on account of war, terrorism, strikes, or other events beyond the Company's control.

Appendix I – Schedule of Coverage

Dental Expenses

- Examination and report to include all necessary smoothing and polishing up to R250.00 per incident
- Radiographic examination up to R150.00 per incident
- Porcelain jacket crown up to R2,000.00 per unit
- Metal bonded porcelain crown up to R3,000.00 per unit
- Metal bonded porcelain bridgework up to R3,000.00 per retainer
- Metal bonded porcelain bridgework up to R1,800.00 per pontic
- Full metal crown up to R2,250.00 per unit
- Laboratory constructed adhesive bridge up to R1,500.00 per retainer
- Laboratory constructed adhesive bridge up to R1,000.00 per pontic
- Laboratory constructed adhesive facing or veneer up to R2,000.00 per unit
- Root canal treatment – incisor or canine up to R750.00 per tooth
- Root canal treatment – premolar up to R1,000.00 per premolar
- Root canal treatment - molar up to R1,400.00 per molar
- Permanent acrylic denture up to R2,500.00 per denture
- Permanent metal denture up to R3,500.00 per denture
- Temporary denture following tooth loss up to R1,000.00 per denture
- Filling to a Fractured tooth up to R500.00 per tooth

Excess

- Accumulation Limit of Warranty Cover R10,000.00
- Excess payable on all claims R1000.00