



Dental Treatment Limited Warranty and Maintenance Agreement

DENTAL TREATMENT LIMITED WARRANTY:

This Limited Warranty is made by Dentist or Dental Practice ("Dentist") to Patient, as the parties are identified in the **Treatment Information** section on the cover of this certificate brochure.

Coverage: Subject to the terms and conditions stated below, Dentist will repair or replace without charge to Patient any **Covered Treatment** that fails due to faulty materials or workmanship, provided that Patient has fulfilled his or her **Patient Responsibilities** as described herein.

Term: Coverage of **Covered Treatments** begins on the **Treatment Date** and expires 1 year from the **Treatment Date**. (If the term listed on the cover of this warranty brochure is greater than 1 year, please refer to "Maintenance Agreement" section below).

DENTAL TREATMENT MAINTENANCE AGREEMENT:

Subject to the terms and conditions stated below, Dentist or Dental Practice ("Dentist") agrees to provide care and services to Patient reasonably necessary to maintain Patient's **Covered Treatment(s)** in good condition and working order.

Dental Treatment Maintenance Visits: Beginning after the **Treatment Date**, Patient is entitled to Dental Treatment Maintenance Visits as prescribed by Dentist for the duration of this agreement.

Dental Treatment Maintenance Limitation on Value: Dentist shall provide the care and services necessary to maintain Patient's **Covered Treatment(s)** in good condition and working order at no charge to Patient up to a value equal to the **Treatment Cost**.

Treatment Cost is the total amount paid to Dentist by or on behalf of Patient for the Dental Treatment subject to maintenance under this agreement. If the cost of maintenance exceeds **Treatment Cost**, Dentist will deduct the **Treatment Cost** paid from the charges associated with necessary additional or alternative treatment(s).

Term: Coverage of **Covered Treatments** begins on the **Treatment Date** and expires after the number of years listed on the cover of this brochure as the **Term**.

TERMS AND CONDITIONS:

Covered Treatment: One or more of the **Treatments Eligible For Coverage** provided to Patient by Dentist on the date(s) indicated in the **Treatment Information** section, above.

Treatments Eligible For Coverage: The following types of treatment are eligible for coverage under this Limited Warranty and/or Maintenance Agreement: Fillings, Bondings, Crowns, Buildups, Posts, Bridges, Inlays, Onlays, Porcelain Veneers, Dental Implants, Abutments, Implant Crowns, Dentures, Partial Dentures, Sport Mouth Guards, Bite Splints, Bruxism Guards, Snore Guards, Sleep Apnea Appliances, Retainers, Root Canals, Bone Grafts, Crown Lengthening, Gum Grafts, and Sinus Lift Treatment. Consult your Dentist to determine which of your dental treatments are eligible for coverage.

How to Obtain Care and Service: In the event of a failure of a **Covered Treatment**, Patient must (1) notify Dentist of the failure within a reasonable time after discovery (not to exceed 7 days) and (2) schedule and attend an appointment with Dentist at which Dentist will take or schedule corrective action. Patient's failure to timely notify Dentist of a failure to appear for a scheduled appointment is grounds for voiding coverage. Rescheduling is permitted if required by Patient or Dentist.

Follows Your Smile Benefit: If Patient is unable to return to Dentist due to travel or a change in residence of more than 100 miles, contact DWC toll-free at 800-691-7234 to receive a referral to a local dental practice, or have your new dental practice contact DWC on your behalf.

What is Not Covered: This Limited Warranty and/or Maintenance Agreement does not cover: Preexisting conditions; Cosmetic discoloration; Failure of a **Covered Treatment** due to: failure of Patient to comply with his or her **Patient Responsibilities**, other treatments, medical conditions resulting from substance abuse, medical conditions that cause damage to oral structures including the supporting bone around implants; Loss of a removable prosthetic or appliance.

Warranty Disclaimer / Remedy Limitation / Damages Exclusion: This Limited Warranty and/or Maintenance Agreement is a complete statement of Dentist's warranty obligations. Dentist makes no other warranties, written or express. Unless prohibited by the governing law, all implied warranties, including any implied warranties of merchantability and fitness are excluded. Patient's sole recovery for breach of this Limited Warranty or any implied warranty shall be damages in an amount not to exceed **Treatment Cost**, that is, the amount paid to Dentist for a failed **Covered Treatment**. **In no event shall Dentist be liable for incidental or consequential damages.**

Other Available Coverage: Dentist reserves the right to require Patient to submit claims on **Covered Treatment(s)** under any available insurance or other medical or accidental health benefit programs prior to obtaining service under this Limited Warranty and/or Maintenance Agreement.

Dispute Resolution: If a dispute arises between Patient and Dentist relating to coverage or performance under this Limited Warranty and/or Maintenance Agreement, Patient must contact **Administrator** at 800-691-7234 and register a complaint. **Administrator** will work respectfully and diligently with Patient and Dentist to resolve the complaint within 30 days. If the complaint is not resolved within 30 days, Patient agrees to participate in mediation before a mutually agreeable neutral mediator prior to pursuing any other legal remedy. This Limited Warranty and/or Maintenance Agreement gives you specific legal rights and you may have other rights that vary in certain states. **This Limited Warranty is not an insurance policy.**

Administrator: This Limited Warranty and Maintenance Agreement is administered on behalf of Dentist by Dental Warranty Corp. ("DWC"), 2604 Long Prairie Rd. Building 300, Flower Mound, TX 75022, 800-691-7234, claims@dw-corp.com. Contact DWC with questions about available coverage or to report any problems.