

DENTAL TREATMENT MAINTENANCE AGREEMENT

This Agreement 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 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. This is a contract of limited duration that provides for scheduled maintenance of Covered Treatment(s) only, and does not cover cost of routine examinations, and hygiene visits (prophylaxis, scaling and root planing, periodontal maintenance). Beginning after the **Treatment Date**, Patient is entitled to Dental Treatment Maintenance on Covered Treatment(s) as prescribed by Dentist for the duration of this agreement.

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 Completion Date** and expires after the number of years listed on the cover of this Agreement 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: Permanent restorative, cosmetic, or removable treatment may be eligible. Consult your Dentist to determine which of your dental treatments are eligible for coverage.

Patient's Responsibilities: During the **Term** of this Agreement, the Patient must: (1) maintain good personal dental hygiene as prescribed by Dentist, (2) attend all scheduled appointments prescribed by Dentist, including completing regular hygiene appointments with Dentist, and (3) maintain his or her account in good standing (complete all scheduled payments).

How to Obtain Care and Service: To redeem coverage under this Agreement, Patient must (1) notify Dentist of any issue within a reasonable time after discovery (not to exceed 7 days) and (2) schedule and attend maintenance appointments with Dentist at which Dentist will take or schedule necessary action. Patient's failure to timely notify Dentist of an issue, or 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, have your new dental practice contact DWC on your behalf to arrange for coverage benefits.

What is Not Covered: This Agreement does not cover: Treatments other than **Covered Treatments**; Preexisting conditions; Loss of a removable prosthetic or appliance; Bad fit of a prosthetic or appliance due to new restorations or changes in occlusion; Cosmetic discoloration; Failure of a **Covered Treatment** due to: failure of Patient to comply with his or her **Patient Responsibilities**, medical conditions resulting from substance abuse, treatments not performed by Dentist.

Disclaimer / Remedy Limitation / Damages Exclusion: This Agreement is a complete statement of Dentist's 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 Agreement 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 Agreement. **Dispute Resolution:** If a dispute arises between Patient and Dentist relating to coverage or performance under 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 gives you specific legal rights and you may have other rights that vary in certain states.

This Agreement is not an insurance policy.

Administrator: This Dental Warranty Protection Plan is administered for your Dentist by Dental Warranty Corp. ("DWC"). Please consult your Dentist with questions about available coverage. Contact DWC for additional assistance or to report any problems. (800) 691-7234, claims@dw-corp.com

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DENTAL WARRANTY