

Smile Protection Plan
A peace-of-mind warranty for your dental work

Basic Warranty Information

Patient Name	
Covered Service	
Date of Completion	_____, 202__
Warranty Purchase Price	\$
Warranty Coverage (Treatment Cost)	\$
Warranty Term	6 years from the Date of Completion
Warranty Area	Nationwide within the United States

Thank you for purchasing a Smile Protection Plan (also called this “**Warranty**”) from Mason Dental (also called “**the Practice**”) for your Covered Service! The following terms and conditions (these “**Terms**”) apply to this Warranty:

30-DAY CANCELLATION RIGHT: *You may cancel this Warranty for any reason by sending an email with the subject line “Warranty Cancellation” to info@drmasondental.com within 30 days of the Date of Completion (provided that you have not submitted a Potential Claim). This Warranty will be null and void upon the Practice’s receipt of your cancellation email. Within 30 days of receipt of your cancellation email, the Practice will issue you a refund for the Warranty Purchase Price. The Warranty Purchase Price is non-refundable except as expressly provided in this paragraph.*

NOTICE: FOR ANY AND ALL POTENTIAL CLAIMS UNDER THIS WARRANTY, PATIENT MUST NOTIFY THE PRACTICE BY PHONE BY THE EARLIER OF 5 BUSINESS DAYS AFTER THE OCCURRENCE OF THE POTENTIAL CLAIM OR THE LAST DAY OF THE WARRANTY TERM. FAILURE TO PROVIDE TIMELY NOTICE AS REQUIRED IN THESE TERMS WILL RESULT IN A DENIAL OF THE POTENTIAL CLAIM.

1. Definitions

- a. **Covered Service:** The specific restorative and/or prosthetic dental work performed at the Practice on the Date of Completion, as stated in the Basic Warranty Information.
- b. **Warranty Purchase Price:** The cost of the six-year nation-wide warranty.
- c. **Covered Failure:** Breakage, fracture, or loss of function of the Covered Service during the Warranty Term due to defects in materials or workmanship provided or performed by the Practice, as determined by the Practice.
- d. **Treatment Cost:** The total amount paid to Practice by or on behalf of the Patient for Dental Treatment subject to maintenance under this agreement. If the cost of maintenance exceeds Treatment Cost, the Practice will deduct the Treatment Cost paid from the charges associated with necessary additional or alternative treatments.
- e. **Routine Visits:** A minimum of two hygiene checkups/cleanings per 12 month period (i.e., every 6 months) performed at the Practice or a Third-Party Dental Practice.
- f. **Good Oral Hygiene:** Patient compliance with brushing, flossing, prescribed nightguard and/or removable appliance use (if recommended), and following professional instructions for home care.
- g. **Third-Party Dental Practice:** A licensed dental provider within the Warranty Area.

- h. **Potential Claim:** Breakage, fracture, or loss of function of the Covered Service during the Warranty Term which Patient believes may constitute a Covered Failure under this Warranty (subject to evaluation by the Practice and other conditions and requirements specified herein).

2. Eligibility

Failure to comply with any of the following will result in non-eligibility for coverage under this Warranty and the denial of the Potential Claim:

- a. Patient must complete all recommended treatment that affects the Covered Service.
- b. Patient must maintain Routine Visits and comply with Good Oral Hygiene requirements.
- c. Patient must follow all post-treatment/ home-care instructions provided by the Practice.
- d. Patient must follow the claim process and meet all deadlines for a Potential Claim as specified in Section 5.
- e. Patient must not allow any modifications, repairs, or replacements to the Covered Service by a Third-Party Dental Practice without the Practice's prior written authorization as specified in Section 5(c).
- f. Patient's account must be current (no outstanding balances).

3. Coverage

Expressly subject to Patient's eligibility and subject to all of the terms, conditions, and requirements specified in these Terms, this Warranty provides the following coverage for a Covered Failure during the Warranty Term:

- a. Two repairs or one replacement (as determined clinically necessary and appropriate by the Practice) of the Covered Service. Such repairs/replacement will be performed by the Practice up to the Treatment Cost of the original service.
- b. Or, if Patient has moved to a Third-Party Dental Practice at the time of a Covered Failure, the Practice will reimburse Patient for Patient's out-of-pocket costs paid to a Third-Party Dental Practice for clinically necessary and appropriate repairs/replacement to the Covered Service due to the Covered Failure not to exceed the Treatment Cost of the original service. Additional requirements apply for the Third-Party Dental Practice as specified in Section 5 below.

4. Exclusions

This Warranty does not cover:

- a. Breakage, fracture, or loss of function caused by accidents, trauma, or neglect.
- b. Breakage, fracture, or loss of function from teeth grinding/bruxism unless the patient uses a prescribed nightguard.
- c. Breakage, fracture, or loss of function of treatment if recommended care was not completed (e.g., root canal prior to crown).
- d. Breakage, fracture, or loss of function due to uncontrolled systemic illness that affects oral health.
- e. Breakage, fracture, or loss of function due to changes in bone structure, gum shrinkage, periodontal disease, fractures, new decay, or loss of teeth.
- f. Loss or theft.
- g. Breakage, fracture, or loss of function caused by reasons other than defects in materials or workmanship provided or performed by the Practice.
- h. Cosmetic dissatisfaction (appearance, color, or shape) or whitening results.
- i. Temporary restorations or procedures intended for short-term use.
- j. Additional treatments not directly related to the Covered Failure.
- k. Indirect or consequential costs (e.g., lost wages, travel expenses, inconvenience, pain and suffering, etc.).
- l. In-office appointment costs for Potential Claim evaluation.
- m. Third-Party Dental Practice charges except as expressly provided herein.

- n. Any Potential Claim of which the Practice is not timely notified as required by Section 5.
- o. Any Potential Claim for which Patient is not timely seen by the Practice as required by Section 5.
- p. Any Potential Claim for which the Practice does not timely receive the documentation specified in Section 5 from the Third-Party Dental Provider (if applicable).
- q. Any Potential Claim (or portion thereof) exceeding the coverage provided in Section 3.

5. Claim Process

- a. It is imperative that the Practice have the opportunity to evaluate any Potential Claim promptly in order to assess the cause and prevent further complications. **For any Potential Claim, Patient must immediately notify the Practice by phone by the earlier of 5 business days after the occurrence of the Potential Claim or the last day of the Warranty Term.** After the initial notification, Patient must use best efforts to be seen promptly in the office by the Practice or the Third-Party Practice, if applicable, but in any event within no more than 30 calendar days after the occurrence of the Potential Claim.
- b. the Practice will schedule an evaluation appointment to determine Warranty eligibility. Patient will be responsible for the cost of the in-office Potential Claim evaluation. Additionally, the Practice's standard cancellation fees will apply for late cancellations and no-shows.
- c. **If Patient is being treated by a Third-Party Dental Provider at the time of a Potential Claim:** (1) Patient must still immediately notify the Practice by phone by the earlier of 5 business days after the occurrence of the Potential Claim or the last day of the Warranty Term and (2) before allowing the Third-Party Dental Provider to modify, repair, or replace the Covered Service, Patient must obtain written authorization from the Practice to proceed with the Potential Claim through the Third-Party Dental Practice. Within 45 calendar days after the occurrence of the Potential Claim, the Third-Party Dental Provider must provide to the Practice: (i) itemized proof of payment for which Patient seeks reimbursement under this Warranty; (ii) a diagnosis and all relevant scans and notes; and (iii) sufficient documentation showing that Patient has maintained Routine Visits, complied with Good Oral Hygiene requirements, followed all post-treatment/ home-care instructions provided by the Practice, and otherwise meets all applicable eligibility requirements hereunder. A Third-Party Dental Provider's failure to timely provide all of the documentation specified in this paragraph will result in the denial of the Potential Claim.
- d. If the Practice approves the Potential Claim as a Covered Failure under this Warranty, coverage will be provided as specified in Section 3 above.
- e. If the Practice denies the Potential Claim, Patient will be informed of the reason and treatment options will be presented separately. If the Practice determines that the denied Potential Claim is such that there is no reasonable possibility for a future Covered Failure under this Warranty (e.g., replacement following total loss), this Warranty will terminate and be void upon the denial of the Potential Claim. Patient may be offered the opportunity to purchase another warranty for the treatment.

6. Miscellaneous

- a. This Warranty is a limited dental warranty, not dental insurance, health insurance, a service contract, or a financial product. This Warranty is not intended to replace insurance coverage. To the maximum extent permitted by law, Patient agrees that this Warranty is Patient's sole and exclusive remedy for breakage, fracture, or loss of function of the Covered Service during the Warranty Term due to defects in materials or workmanship provided or performed by the Practice. To the maximum extent permitted by law, the Practice provides no other warranties except as expressly stated herein.
- b. the Practice reserves the right to modify or discontinue the Smile Protection Plan program at any time, provided that this Warranty will be honored through the Warranty Term.

- c. This Warranty is entered into voluntarily and does not replace your rights under Texas law. All dental care will be performed in accordance with Texas State Board of Dental Examiners standards of care. This Warranty does not modify, limit, or expand any obligations imposed under Texas law regulating dental practice.
- d. This Warranty and these Terms shall be governed by and construed in accordance with the laws of the State of Texas. The courts of Tarrant County, Texas will have exclusive jurisdiction of all claims arising out of or relating to this Warranty or these Terms.
- e. Nothing in these Terms is intended to extend the duration of any applicable statute of limitations.
- f. Time is of the essence with regard to all of Patient's obligations hereunder.
- g. These Terms constitute the entire agreement between the parties with respect to the subject matter herein and supersede all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereof. No modification, amendment, or waiver of these Terms will be effective unless in writing and signed by each of the parties.
- h. If a court of competent jurisdiction finds any provision or portion of these Terms to be unenforceable or invalid, the remainder of these Terms will continue in full force and effect.

The parties have carefully read the agreement and agree to these Terms, effective as of the Date of Completion:

PATIENT:

Name

Sign

Date

Mason Dental:

SCOTT A. MASON, D.D.S., P.A.
d/b/a Mason Dental

By: _____
Name: _____
Title: _____
Date: _____

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