



## **ADDENDUM TO TX DENTAL PLAN MEMBER TERMS AND CONDITIONS**



### **KEEP ON SMILIN' ASSURANCE™ MAINTENANCE AGREEMENT**

Keep On Smilin' Assurance (“**KOSA**”) provides for scheduled maintenance of dental services rendered to active members in good standing (each a “**Member**”) of TX Dental Plan (“**Plan**”). Under KOSA, Member is entitled to receive care and services (hereinafter, “**Maintenance**”) from a dental provider participating in Plan (“**Provider**”) as necessary to maintain certain dental treatments in good condition and working order, subject to the terms and conditions of this KOSA Maintenance Agreement (the “**Maintenance Agreement**”). Maintenance hereunder will be provided at “Dental Treatment Maintenance Visits” as prescribed by Provider. This is a contract of limited duration that provides for scheduled maintenance only.

1. **Member Responsibilities.** In order to be eligible for Maintenance hereunder, the Member must fulfill each of the following requirements:
  - a. The Member must maintain good personal dental hygiene as prescribed by Provider;
  - b. The Member must attend all scheduled appointments prescribed by Provider, and
  - c. The Member must maintain his or her Plan membership in good standing by completing all scheduled payments of membership fees; and
  - d. The Member must maintain his or her account with Provider in good standing by completing all scheduled payments for dental services rendered.
  
2. **Eligible Treatments.** The following treatments (hereinafter, the “**Eligible Treatments**”) are eligible for Maintenance under KOSA:
  - a. Fillings;
  - b. Crowns;
  - c. Buildups;
  - d. Posts;
  - e. Bridges;
  - f. Inlays;
  - g. Onlays;
  - h. Veneers;
  - i. Dental Implants;
  - j. Abutments;
  - k. Dentures;
  - l. Partial Dentures;
  - m. Sport Mouth Guards;
  - n. Bruxism Guards; and
  - o. Night Guards.

**Member is only entitled to receive Maintenance on the Eligible Treatments set forth above. No other treatments or services are eligible for Maintenance hereunder.**

3. **Term.** Eligibility for Maintenance hereunder is contingent upon Member's continued enrollment in Plan. Cancellation of Member's Plan membership for any reason will result in immediate cancellation of this Maintenance Agreement and discontinuation of Member's eligibility for Maintenance on any Eligible Treatments rendered during Plan enrollment. Provided that

*Member maintains continuous enrollment in Plan, any Eligible Treatment rendered under the Plan is eligible for Maintenance for a maximum term of five (5) years following the date upon which the Eligible Treatment was originally performed by Provider.*

4. **Specific Exclusions.** *In addition to any other limitations or exclusions listed herein, Members shall not be entitled to receive Maintenance under this Maintenance Agreement in the following circumstances:*
  - a. *The Maintenance is related to a provisional or temporary treatment (only permanent treatments are eligible);*
  - b. *The Maintenance is related to the loss of a removable prosthetic or appliance;*
  - c. *The Maintenance is related to cosmetic discoloration;*
  - d. *The Maintenance is the result of a Member's pre-existing medical condition;*
  - e. *The Maintenance is related to treatments or services not performed by a Provider; and*
  - f. *The Maintenance is related to medical conditions resulting from substance abuse.*
5. **Limitation on Maintenance Value.** *The treatment cost associated with Maintenance rendered to Member hereunder (the "Treatment Cost") shall be calculated in accordance with the Plan fee schedule ("Fee Schedule"). For each Plan issued, Member(s) shall be entitled to receive Maintenance from Provider as necessary to maintain Member's Eligible Treatment(s) in good condition and working order at no charge to Member up to a total maximum Treatment Cost of one thousand dollars (\$1,000.00) per Plan enrollment during each year of the Plan (the "Annual Limit"). This Annual Limit cannot be transferred and does not roll over from one Plan year to the next. If Member's Treatment Cost for Maintenance exceeds this Annual Limit during any year of the Plan, Member shall be responsible for any additional costs associated therewith.*
6. **Scheduling Maintenance.** *Member must notify Provider of the need for Maintenance within seven (7) days of discovering that such Maintenance is required. Provider will schedule an appointment with Member to provide any necessary Maintenance and schedule follow-up appointment(s) as necessary. Rescheduling of initial and follow-up appointments is permitted at Provider's discretion. In the event that Member fails to either (i) timely notify Provider of the need for Maintenance, or (ii) appear for a scheduled appointment with Provider, Member may cease to be eligible for Maintenance with regard to the Eligible Treatment at issue.*
7. **Disclaimer; Remedy Limitation; Damages Exclusion.** *This Maintenance Agreement is not an insurance policy. Neither Plan nor participating Provider(s) make any other warranties, written or express, on dental services provided to Members pursuant to Plan. Unless prohibited by governing law, all implied warranties, including any implied warranties of merchantability and fitness, are excluded. Member's sole recovery for breach of this Maintenance Agreement or any implied warranty hereunder shall be damages in an amount not to exceed the lesser of (i) the actual Treatment Cost, or (ii) \$1,000 in any 365-day period (that is, the Annual Limit payable to Provider for Maintenance of Eligible Treatments). In no event shall Plan, participating Provider(s), or Administrator be liable for incidental or consequential damages.*
8. **Other Available Coverage.** *Provider may require Member to submit claims for Maintenance of Eligible Treatment(s) under any available insurance or other medical or accidental health benefit programs prior to obtaining service under this Maintenance Agreement.*
9. **Administrator.** *KOSA is administered on behalf of Plan and Provider by Dental Warranty Corp. Please contact Dental Warranty Corp. with questions about KOSA or to report any problems:*

Dental Warranty Corp.  
6301 Campus Circle Dr. E, Ste. 110  
Irving, TX 75063  
Attention: TX Dental Plan KOSA Administrator  
(800) 691-7234  
claims@dw-corp.com

10. **Dispute Resolution.** *If a dispute arises between Member and Provider relating to Provider's performance of Maintenance under this Maintenance Agreement, Member may contact Dental Warranty Corp. as set forth above to register a complaint. Dental Warranty Corp. will work respectfully and diligently with Member and Provider to resolve any such complaint within thirty (30) days. If the complaint is not resolved within 30 days, Member agrees to participate in mediation before a neutral mediator that is mutually agreeable to Provider and Member prior to pursuing any other legal remedy.*