

Department of Consumer & Business Services  
**Oregon Division of Financial Regulation**

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<https://dfr.oregon.gov/Pages/index.aspx>

## Product Standards for Vehicle Protection Products

**Filing options:**

- via SERFF using the 3 following fields: **TOI - 33.000** **Sub-TOI – 33.0005** **Filing Type - Forms**
- New filing

**Vehicle Protection Product Warranty means:** A contract or agreement regulated by the Department of Consumer and Business Services and required to be submitted to the state, and which does not fall under 33.0004 Service Contracts. Such agreements include, but are not limited to; motor vehicle ancillary product protection contracts – such as glass repair or paintless dent removal; tire and wheel road hazard; or motor vehicle protection products – such as window etching. (See 17.1004 for contractual liability insurance issued to reimburse VPP warrantors for liabilities assumed under these contracts, agreements, or warranties.)

**Warrantor acknowledges the following with respect to reimbursement insurance policies:**

- ORS 646A.440(2) and OAR 836-200-0130(1) require that the reimbursement insurer deliver a written notice of cancellation of the reimbursement insurance policy to the warrantor and the Director of the Department of Consumer & Business Services not later than 30 days prior to the effective date of the cancellation.
- ORS 646A.440(4)(b) and OAR 836-200-0130(2) further states the warrantor must discontinue offering vehicle protection product warranties as of the date of cancellation of the reimbursement insurance policy until the warrantor obtains new reimbursement insurance from a qualified reimbursement insurer.
- Finally, ORS 646A.440(4)(a) and OAR 836-200-0130(3) require that the warrantor must deliver a copy of the new reimbursement policy to the Director within 10 business days of the warrantor's receipt of the new reimbursement policy.

Requirements	Compliance	
Filing includes a filing description in the first screen of SERFF, or a cover letter under Supporting Documentation.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Place the entire form number including edition/version date, in the Form Number field.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are these forms revising or replacing previously filed forms? If yes, a highlighted, annotated, red line, or side-by-side version of forms must be provided. Please attach to the Supporting Documentation Tab showing where changes were made to verbiage, logos, addresses, etc.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
All forms filed have their own unique form number in the bottom left corner of the form. Each time you renew or revise the form, the numbers must be unique so we can distinguish one version from another.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Filing includes this product standards checklist form, and all questions have been answered.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Reference	Description
ORS 646A.154, ORS 646A.430	<p>A service contract is a contract or agreement to perform or indemnify for a specific duration the repair, replacement or maintenance of property for operational or structural failure that results from a defect in materials, workmanship or normal wear and tear, with or without an additional incidental provision to pay indemnity under limited circumstances, including but not limited to rental and emergency road service. A service contract may also provide for:</p> <ul style="list-style-type: none"> <li>• Repairing, replacing or maintaining property for damage that results from lightning, power surges or accidental damage from handling;</li> <li>• Repairing or replacing tires or wheels on a motor vehicle damaged as a result of contacting a road hazard;</li> <li>• Removing dents, dings, creases or other damage on a motor vehicle that a process of paintless dent removal can repair without affecting an existing paint finish or replacing vehicle body panels, sanding, bonding or repainting;</li> <li>• Repairing chips or cracks in motor vehicle windshields or replacing motor vehicle windshields because of damage that results from road hazards;</li> <li>• Replacing motor vehicle keys or key fobs that become inoperable or that are lost or stolen;</li> <li>• Paying specified incidental costs that result from the failure of a vehicle protection product, as defined in ORS 646A.430, to perform according to the specifications for the vehicle protection product; and</li> <li>• Other services the Director of the Department of Consumer and Business Services specifies by rule, to the extent that the services are similar to services described in this paragraph.</li> </ul> <p>A service contract does not include coverage for repairing damage to or replacing components of a motor vehicle's interior or exterior paint or finish unless the service contract provides the services described in this paragraph in connection with the sale of a vehicle protection product, as defined in <a href="#">ORS 646A.430</a></p>

Reference	Description	Compliance
ORS 646A.430(5)(a)	<p>(5)(a) "Vehicle protection product" means:</p> <ul style="list-style-type: none"> <li>(A) A protective chemical, substance, device, product or system that is: <ul style="list-style-type: none"> <li>(i) Designed to prevent loss or damage to a vehicle from a specific cause; and</li> <li>(ii) Accompanied by a written warranty that provides that if the vehicle protection product fails to prevent a specified loss or damage, the warrantor will reimburse a consumer for specified related and incidental costs the consumer incurs as a result of the vehicle protection product's failure to perform in accordance with the terms of the vehicle protection product warranty, if the consumer purchases a physical product that is designed or formulated to make the specified related and incidental costs less likely to occur;</li> </ul> </li> <li>(B) An alarm system;</li> <li>(C) A product to mark motor vehicle body parts;</li> <li>(D) A lock for a motor vehicle steering wheel, pedal or ignition;</li> <li>(E) A product to etch motor vehicle windows;</li> <li>(F) A kill switch for motor vehicle ignitions or fuel systems;</li> <li>(G) A tracking system that uses satellites, radio or electronic means; or</li> <li>(H) Other similar or related chemicals, substances, devices, products, systems or services that are designed to prevent loss or damage to a motor vehicle from a specific cause.</li> </ul> <p>(b) "Vehicle protection product" does not include:</p> <ul style="list-style-type: none"> <li>(A) A fuel or oil additive; or</li> <li>(B) Other chemical products that are applied to a motor vehicle's engine, transmission or fuel system.</li> </ul>	
ORS 646A.430(6), ORS 646A.434(3)(c)	The warrantor is clearly identified as the contractual obligor to the consumer within the form(s) including name, address, phone number (toll-free if available), and other available contact information.	Yes    No <input type="checkbox"/> <input type="checkbox"/> Page/Paragraph _____
ORS 646A.434(3)(d)	The program administrator (if applicable) for the vehicle protection product warranty is clearly identified with their address, phone number (toll-free if available), and other available contact information.	Yes    No    N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Page/Paragraph _____
Claims ORS 646A.434(3)(f)	The warranty describes the procedure for making a claim and provides an address and telephone number (toll free if available) for submitting claims.	Yes    No <input type="checkbox"/> <input type="checkbox"/> Page/Paragraph _____
ORS 646A.436, OAR 836-200-0110	Is the warrantor registered in Oregon? A person may not conduct business as a warrantor in this state or make a representation that the person is a warrantor in this state unless the person registers in writing with the Division of Financial Regulation.  Registered warrantors are listed on the Division website at: <a href="http://www4.cbs.state.or.us/ex/imd/reports/rpt/index.cfm?ProgID=REG8105">http://www4.cbs.state.or.us/ex/imd/reports/rpt/index.cfm?ProgID=REG8105</a>	Yes    No <input type="checkbox"/> <input type="checkbox"/>

Reference	Description	Compliance
ORS 646A.438	The named warrantor's current reimbursement policy used to back their warranty agreements is included in the SERFF filing materials. It is submitted under the Supporting Documentation tab.	Yes <input type="checkbox"/>
Arbitration/Dispute Resolution	Does the Arbitration/Dispute Resolution clause (if there is one) comply with Oregon laws? There should be mutual agreement at the time of the dispute, arbitration should occur in Oregon (unless another location is mutually agreed upon), and arbitration should be according to Oregon laws. Arbitration may not deny the party's right to a jury trial.	Yes    No    N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Page/Paragraph _____
Cancellation/Transfer ORS 646A.434(3)(g)	The warranty specifies any restrictions governing the transferability or cancellation of the warranty. For example, how to calculate premiums that must be returned if the warranty is canceled and who returns the unearned premium to the contract holder.	Yes    No <input type="checkbox"/> <input type="checkbox"/> Page/Paragraph _____
ORS 646A.434(3)(L), OAR 836-200-0120	The warranty must list the name, mailing address, email address, and phone number for the Oregon Division of Financial Regulation and state that the consumer may address unresolved complaints to the Division of Financial Regulation. The warrantor shall include the contact information for the Consumer Advocacy Unit as set out on the Web site for the division at <a href="http://dfr.oregon.gov">dfr.oregon.gov</a> .	Page/Paragraph _____
ORS 646A.434(3)(j) & (k)	The warranty states that a reimbursement insurance policy guarantees the obligations to the consumer as set forth in the warranty; and identifies the reimbursement insurer by name, address, phone number (toll free if available), and other available contact information. It includes a statement that if the warrantor does not provide a covered service within 60 days after the date the consumer provides proof of loss or damage, the consumer may apply directly to the reimbursement insurer for reimbursement.	Yes    No <input type="checkbox"/> <input type="checkbox"/> Page/Paragraph _____