

Transmittal and Product Standards for Vehicle Protection Products

Date: _____ Requested effective date: _____
Warrantor Name: _____ *
Contact Person: _____ * Contact Phone No: _____ * (toll free if available)
Email address: _____ * Company FEIN #: _____ *
Name of Insurer for Reimbursement Policy: _____ *
Form number of Reimbursement Policy: _____ *(Not policy number)

*Required information to process the filing, if filing is incomplete the filing will be rejected.

Filing options:

- via SERFF using the 3 following fields: **TOI - 33.000 Sub-TOI – 33.0005** Filing Type - Forms
- Resubmission of same forms.
- New filing
- via paper - Acknowledgement and all other communication will be done via e-mail.

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.)

A VPP Warranty cannot be used to provide an end-lease lump-sum cash payment to reimburse a leasing company for vehicle damages that were not taken care of at the time those damages occurred. This is not allowed in a Service Contract or in a Vehicle Protection Product Warranty which are sold to individual consumers. This is "Residual Value Insurance:" as described in product standards checklist 440-5057.

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 SERFF or a cover letter.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Cover letter includes all form numbers listed EXACTLY as they appear on the filed documents, or a forms list has been attached. When filing in SERFF, 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. If filing via SERFF 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 the form numbers must be updated so we don't get duplicates.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Filing includes this transmittal form, and all questions have been answered.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Reference	Description
ORS 646A.430	<p>As a result of changes made by SB 577 (2013 legislative session), effective 01/01/2014, the definition of service contract” was expanded to include provisions for services not involving the direct sale of merchandise, including:</p> <ul style="list-style-type: none"> • Repairing or replacing tires or wheels. • Removing dents, dings creases or other damage through a process of paintless dent removal. • Repairing chips or cracks or replacing motor vehicle windshields. • Replacing motor vehicle key or fobs that have become inoperable, or are lost or stolen. <p>The expanded definition specifically excludes coverage for repairing damage to or replacing components of interior paint or finish unless the service contract provides the services in connection to a vehicle protection product.</p> <p>The bill also broadened the definition of “vehicle protection product” to include a protective chemical, substance, device, product, system or service that is:</p> <ul style="list-style-type: none"> • Designed to prevent loss or damage to a vehicle from a specific cause. • Accompanied by a written warranty that will reimburse a consumer as a result of the product’s failure. • A list of products or similar or related products is provided. <p>The definition of “vehicle protection product” excludes fuel or oil additive, or chemical products applied to an engine, transmission or fuel system.</p>

Reference	Description	Compliance
ORS 646A.430(5)(a)	(5)(a) "Vehicle protection product" means: (A) A protective chemical, substance, device, product or system that is: (i) Designed to prevent loss or damage to a vehicle from a specific cause; and (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;	
ORS 646A.430(5)(a)	(5)(a) "Vehicle protection product" means: (continued from previous page) (B) An alarm system; (C) A product to mark motor vehicle body parts; (D) A lock for a motor vehicle steering wheel, pedal or ignition; (E) A product to etch motor vehicle windows; (F) A kill switch for motor vehicle ignitions or fuel systems; (G) A tracking system that uses satellites, radio or electronic means; or (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. (b) "Vehicle protection product" does not include: (A) A fuel or oil additive; or (B) Other chemical products that are applied to a motor vehicle's engine, transmission or fuel system.	
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 address and phone number (toll-free if available).	Yes No <input type="checkbox"/> <input type="checkbox"/> Page/Paragraph _____
ORS 646A.434(3)(d)	The program administrator (if applicable) is clearly identified with their address and telephone number (toll-free if available).	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? Registered warrantors are listed on the Division Web site at: http://www4.cbs.state.or.us/ex/imd/reports/rpt/index.cfm?ProgID=REG8105	Yes No <input type="checkbox"/> <input type="checkbox"/>
ORS 646A.438	The named warrantor's current reimbursement policy used to back their warranty agreements is included in the filing materials. In SERFF, it is under the Supporting Documenttion tab.	Yes <input type="checkbox"/>

Reference	Description	Compliance
Arbitration/Dispute Resolution Bulletin DFR 2020-1	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.	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, and phone number for the Oregon Insurance Division, Department of Consumer and Business Services and state that the consumer may address unresolved complaints to the Insurance Division. The warrantor shall include the contact information for the Consumer Advocacy Unit as set out on the Web site for the Division at http://www.oregon.gov/DCBS/Insurance/gethelp/Pages/fileacomplaint.aspx	Page/Paragraph _____
ORS 646A.434(3)(j) & (k)	The warranty states that a reimbursement insurance policy guarantees the obligations to the consumer; and identifies the reimbursement insurer by name, address and phone number (toll free if available). 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 _____