

OKLAHOMA HOME SERVICE/WARRANTY CONTRACT

CERTIFIED COMPLIANCE FILING CHECKLIST

*It is the Obligor/Administrator responsibility to ensure the proposed contract complies with 15 § 141 et. seq and 36 § 6754 et. seq.*

COMPANY:	Co. File No.
CONTRACT/PROGRAM NAME:	PAGE 1 OF 2

**Instructions:**

**All items on the checklist must be answered as instructed and provide an Officer's Certified statement or the filing will be rejected.**

Responses in the shaded area indicate non-compliance with applicable Oklahoma Home Service Contract Act and Service Warranty Act, General Statutes, regulations or rules. Complete the Form, Page and Paragraph reference to indicate where compliance can be found in the document/s.

If not applicable, enter N/A in this column and explain why in the blank space at the end of the checklist.

I. OKLAHOMA HOME SERVICE CONTRACT PROVISIONS 36 § 6750 et.seq. & 15 § 141 et.seq.				Form/Page/ Para Reference
a.	Required Disclosure Statement: "This is not an insurance contract. Coverage afforded under this contract is not guaranteed by Oklahoma Insurance Guaranty Association". <b>15 § 141.21</b>	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
b.	Is the contract filed in compliance with Acts and Practices Constituting Unfair Methods of Competition and Unfair or Deceptive Acts? <b>15 § 141.26</b>	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
c.	Does the contract include a detailed description of the product and outline what is being warrantied? (e.g. what/how/where; product brand, serial number, description,). <b>36 § 6752.9</b>	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
d.	Are the effective and termination dates of the contract clearly indicated? <b>36 § 6752.9</b>	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
e.	If the contract period is (or may be) less than one year, is there language describing that the contract does not expire while it is being repaired for a covered service?	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
f.	In order to assure the faithful performance of a provider's obligations to its contract holders, each provider shall be responsible for complying with the requirements of paragraph 1,2 OR 3 under <b>36 § 6753.C.</b>	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
g.	Service Contracts insured under an <b>insurance policy (CLIP)</b> . The insurance policy which demonstrates to the satisfaction of the Insurance Commissioner that one hundred percent (100%) of its claims exposure is covered by this policy. <b>36 § 6753.C.3 (a-c)</b>  <b>(CLIP) SERFF tracking #:</b> _____	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
g.1.	Each home service contract insured under a (CLIP) shall contain a statement in substantially the following form: " <i>Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.</i> " <b>36 § 6754.B, or</b>	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
h.	Service Contracts NOT insured under an insurance policy. Each service contract provider shall contain a statement in substantially the following form: " <i>Obligations of the provider under this service contract are backed by the full faith and credit of the provider.</i> " <b>36 § 6753.C. (1 &amp;2), 36 § 6754. C</b>  <b>Bond #:</b> _____	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
i.	Service contract shall state the name and address along with license number of the <b>provider.</b> <b>36 § 6754.D and 15 § 141.13.C</b>  Name: _____  Corp. Physical Address: _____  OK License number: _____	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____

j.	Service contract shall identify any <b>administrator</b> if different from the provider, the service contract seller, and the service contract holder to the extent that the name of the service contract holder has been furnished by the service contract holder. <b>36 § 6754.D</b> and <b>15 § 141.13.C</b>  Name: _____ Corp. Physical Address: _____ OK License number: _____	Y <input type="checkbox"/>	N <input type="checkbox"/>	PAGE 2 OF 2  Form _____ Page _____ Para _____
k.	The identities of such parties are not required to be preprinted on the service contract and may be added to the service contract at the time of sale. If so, brackets can be included to identify the fields are variable and to populate at the time of sale. <b>36 § 6754.D</b> and <b>15 § 141.13</b>  **John Doe specimen shall accompany the Home Service Contract illustrating how the contract will look after printing (please attach to the SERFF Supporting Documentation Tab).	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
l.	Service Contract shall state the total purchase price and the terms under which service contract is sold. The purchase price is not required to be preprinted on the service contract. <b>36 § 6754.E</b>	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
m.	Service Contracts shall state the existence of any trade service fee, if applicable. <b>36 § 6754.F</b>	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
n.	Service Contracts shall specify the merchandise and services to be provided and any limitations, exceptions, or exclusions. <b>36 § 6754.G</b>	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
o.	Service Contracts shall state any restrictions governing the transferability of the service contract, if any. <b>36 § 6754.H</b>	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
p.	Service Contracts shall state the terms, restriction, or conditions governing cancellation of the service contract. <b>36 § 6754.I</b> and <b>15 § 141.13.B</b> <ul style="list-style-type: none"> <li>• Cancellation by Warranty holder: Return of 90% of unearned pro rata provider fee less the actual cost of any service provided.</li> <li>• Cancellation by provider/Association: Return of premium shall be based upon 100% of unearned pro-rata provider fee less the actual cost of any service provided.</li> </ul>	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
q.	Service Contracts shall set forth all the obligations and duties of the service contract holder, such as the duty to protect against any further damage and any requirement to follow the owner's manual. <b>36 § 6754.J</b>	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
r.	Service Contracts shall state whether or not the service contract provides for or excludes <i>consequential damages</i> or <i>preexisting conditions</i> , if applicable. Service contracts may, but are not required to, cover damage resulting from <i>rust</i> , <i>corrosion</i> or damage caused by a noncovered part or system. <b>36 § 6754.K</b>	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
s.	<b>If prior approval</b> of repair work is required, a service contract shall state the procedure for obtaining prior approval and for making a claim, including a toll-free number for claim service and a procedure for obtaining emergency repairs performed outside of normal business hours. <b>36 § 6754.L</b>	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
t.	Does the contract include any responsibilities of the buyer, including the nature and frequency of any buyer obligations, and the consequences of not meeting those obligations?	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
u.	Are step-by-step procedures on how to make a claim against the warranty or service contract included?	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____
v.	Are there <b>instructions</b> for the buyer on how to contact the insurer (CLIP) if a warranty claim is not paid within 60 days?	Y <input type="checkbox"/>	N <input type="checkbox"/>	Form _____ Page _____ Para _____

Officer's Signature: \_\_\_\_\_