

Form Filing Checklist - Property Service Contracts*

See Ins 6.05, Wis. Adm. Code, For Requirements to File Insurance Forms

DISCLOSURE

The form filing checklists are intended only as guides for submitting various policy forms to the Office of the Commissioner of Insurance. The checklists are summaries, and are not intended as an OCI directive nor to interpret or address technical legal questions. Although efforts have been made to ensure that the checklists are current and accurate, information is subject to change on a regular basis without prior notice.

Service Contracts should use the Type of Insurance 33.0 Other lines of business and subtype of insurance 33.0004, Service Contracts, as set forth in the NAIC Uniform Property & Casualty Product Coding Matrix. The matrix can be found at http://www.naic.org/documents/industry_rates_pc_matrix.pdf.

This checklist applies to service contracts subject to s. 616.50, Wis. Stat. It is **in lieu of** the P&C (General) Form Filing checklist.

(Unless otherwise noted, the citations referenced in the second column are Wisconsin statute numbers.)

General Filing Requirements	Reference	Comments
Policy form transmittal document	601.42 and Ins 6.05(4)(a)1., Wis. Adm. Code	For paper filings, submit a properly completed NAIC Property and Casualty transmittal document. Forms and instructions are available on the NAIC web site at this link: http://www.naic.org/industry_rates_forms_trans_docs.htm
Certificate of compliance and readability	Ins 6.05(4)(a)2., Ins 6.05 Appendix A, Wis. Adm. Code, and 616.56 (2)	For electronic submission, include information identified in SERFF form filing instructions. For paper filings, submit certificate of compliance and readability substantially identical to Appendix A, s. Ins 6.05, Wis. Adm. Code, signed by an officer of the provider or administrator.
Cover letter (paper filing) filing description (SERFF)	Ins 6.05(4)(a)3., Wis. Adm. Code	Include a brief explanation of use and intent of the form filing or that identifies amendments to prior policy form submissions.
General Form Requirements	Reference	Comments
Form filing	616.56 (1)	Service contracts shall be filed in the final printed format or typed facsimile exactly as they will be offered for issuance or delivery in this state.
Arbitration and appraisal	631.85, 631.20(1)(a), and 616.56 (17)	An insurance policy may contain provision for independent appraisal and compulsory arbitration, subject to the provisions of s. 631.20. Form submissions containing such provisions will be approved pursuant to s. 631.20 (1) (a).
Permissive joinder of parties	803.04	Any wording that states the service contract provider and/or the administrator cannot be joined in an action against the contract holder is a violation of this statute.
Subrogation (rights of recovery)	Court Case	The service contract provider or administrator has the right to subrogation collections but only after the contract holder has been made whole and is fully compensated for damages. This is from the Wisconsin Supreme Court decision, <u>Rimes v. State Farm Mutual Automobile Insurance Company</u> , 106 Wis. 2d 263.

Service Contract Form Requirements	Reference	Comments
Physical aspects	616.56 (2)	Service contracts shall be written, printed, or typed in commonly understood language, shall be legible, appropriately divided, and captioned by their various sections, and their various sections shall be presented in a meaningful context.
Required statement	616.56 (3)	Service contracts shall contain the following statement printed in bold and capitalized type: “THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.”
Service contracts insured under reimbursement insurance policies	616.56 (4)	Service contracts insured under a reimbursement insurance policy pursuant to s. 616.56 (6) shall contain a statement in substantially the following form: “Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.”
Name and address of insurer	616.56 (4)	If the service contract is issued under a reimbursement insurance policy, the service contract shall state the name and address of the insurer.
Service contract holder may contact insurer within 60days after providing proof of loss	616.56 (4)	The service contract shall state that if a provider does not provide, or reimburse or pay for, a service that is covered under a service contract within 61 days after a contract holder provides proof of loss, or if the provider becomes insolvent or otherwise financially impaired, the contract holder may file a claim directly with the service contract reimbursement insurer for reimbursement, payment, or provision of the service and state the instructions on how to file a claim.
Name and address of provider, service contract seller and service contract holder	616.56 (6)	Service contracts shall state the name and address of the provider and shall identify any administrator that is different from the provider, the service contract seller, and the service contract holder, if the name of the service contract holder has been furnished by the service contract holder. The identities of such parties are not required to be preprinted on the service contract and may be submitted as variable language with the filing.
Service contracts not insured under reimbursement insurance policies	616.56 (5)	Service contracts not insured under a reimbursement insurance policy pursuant to s. 616.56 (5) shall contain a statement in substantially the following form: “Obligations of the provider under this service contract are backed by the full faith and credit of the provider.”
Service contract price and terms	616.56 (7)	Service contracts shall state the total purchase price and terms under which the contracts are sold. The purchase price is not required to be preprinted on the contract and may be added to the contract at the time of sale.
Deductible	616.56 (8)	Service contracts shall identify any applicable deductible amount.
Terms, limitations, exceptions, and exclusions	616.56 (9)	Service contracts shall specify the merchandise and services to be provided and any limitations, exceptions, or exclusions.
Nonoriginal manufacturers’ parts	616.56 (10)	Service contracts covering motor vehicles shall state whether the use of nonoriginal manufacturers’ parts is allowed.
Transferability	616.56 (11)	Service contracts shall state any applicable restrictions governing the transferability of the service contract.
Cancellation terms and restrictions	616.56 (12)	Service contracts shall state the terms, restrictions, or conditions governing cancellation of the service contract by the provider prior to the termination or expiration date of the contract.
Service contract cancellation by the provider	616.56 (12)	A service contract may be cancelled by a provider only for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or administrator, or substantial breach of duties by the service contract holder relating to the covered product or its use.
Written cancellation notice to service contract holder	616.56 (12) (a)	The provider shall mail a written notice to the service contract holder at the last-known address of the service contract holder contained in the records of the provider at least 5 days prior to cancellation by the

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Cancellation effective date and reason	616.56 (12) (b)	The notice under par. (a) shall state the effective date of the cancellation and the reason for the cancellation.
Cancellation for reasons other than nonpayment	616.56 (12) (c)	If a service contract is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service contract holder 100 percent of the unearned pro rata provider fee, less any claims paid. This section is applicable to all property service contracts, including monthly payment plans.
Cancellation administrative fee	616.56 (12) (d) and 616.56 (16)	A provider may charge a reasonable administrative fee for cancellation, which may not exceed 10 percent of the provider fee.
Service contract holder obligations and duties	616.56 (13)	Service contracts shall set forth all the obligations and duties of the service contract holder, including the duty to protect against any further damage and any requirement to follow the owner’s manual.
Consequential or preexisting conditions	616.56 (14)	Service contracts shall state whether or not the service contract provides for or excludes consequential damages or preexisting conditions. Service contracts may, but are not required to, cover damage resulting from rust, corrosion, or damage caused by a noncovered part or system.
Service contract returns by contract holder	616.56 (15)	Service contracts shall require the provider to permit the service contract holder to return the service contract within 20 days of the date the service contract was mailed to the service contract holder or within 10 days of delivery of the service contract to the service contract holder at the time of sale, or within a longer period permitted by the service contract.
Service contract holder refunds when no claims filed	616.56 (15)	Upon return of the service contract to the provider within the applicable time period, if no claim has been made under the service contract prior to its return to the provider, the service contract is void and the provider shall refund to the service contract holder, or credit the account of the service contract holder, the full purchase price of the service contract. This section is applicable to all property service contracts, including monthly payment plans.
Right to void contract	616.56 (15)	Unless otherwise stated in a service contract, the right to void a service contract is not transferable and shall apply only to the original service contract purchaser.
Contract credit or refund due to contract holder within 45 days	616.56 (15)	If a provider does not pay or credit a refund within 45 days after the return of a service contract to the provider, the provider shall pay a 10 percent per month penalty of the refund amount outstanding which the provider shall add to the amount of the refund.
Refunds when claims have been made	616.56 (16)	Service contracts shall provide that, subsequent to the period in 616.56(15) for voiding a service contract or if a claim has been made under a contract within in such period, a service contract holder may cancel the service holder 100 percent of the unearned pro rate provider fee, less any claims paid. A provider may charge a reasonable administrative fee for the cancellation, which may not exceed 10 percent of the provider fee. This section is applicable to all property service contracts, including monthly payment plans.
Nonreplacement for total loss of property cancellations and refunds	616.56 (18)	In the event of a total loss of property covered by a service contract that is not covered by a replacement of the property pursuant to the terms of the contract, a service contract holder shall be entitled to cancel the service contract and receive a pro rata refund of any unearned provider fee, less any claims paid.

For requirements for Contractual Liability Insurance Policies (CLIPs) and Reimbursement Insurance Policies providing proof of financial security for Vehicle Protection Product Warranties authorized under s. 100.203, Wis Stat., Warranties authorized under s. Ins 15, Wis. Adm. Code, and Service Contracts authorized under s. 616, Wis. Stat., please refer to the separate checklist for CLIPs on OCI’s Web site at: <http://oci.wi.gov/ociforms/contractliabck.pdf>.