

Department of Consumer & Business Services
Oregon Division of Financial Regulation
Rates and Forms
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STANDARDS FOR PERSONAL AND COMMERCIAL INLAND MARINE, BURGLARY AND THEFT

This checklist (product standards) has been provided as an aid to assist you in preparing your filing. This checklist includes relevant statutes, rules, bulletins, and other documented positions and is required by OAR 836-010-0011(2) & (3). **The standards are summaries and review of the entire statute or rule will be necessary.** Please review each item, and mark the “Yes”, “Confirm”, or the “N/A” box. “Not applicable” can only be used if the item does not apply to the coverage being filed. Compliance with these provisions must be certified by both the filer and an officer of the company. Any line left blank may result in the delay or disapproval of the filing. **Complete and attach the checklist in the SERFF filing.**

- For TOIs not listed, see our Web site for specific standards: <http://dfr.oregon.gov/rates-forms/Pages/index.aspx>.
- Filing of simple endorsements, title or declaration pages, or advertisements does not require a checklist of standards, see the Web site.
- For filing rating organization loss cost modification factors, see *Rating Organization Loss Cost* on our Web site.

These Standards are not applicable to:

- 9.0009 Travel Insurance (See checklist form 440-3624) 9.0004 Pet Insurance (See checklist form 440-5056).
 9.0007 Portable Electronics (see checklist form 440-5859)

IMPORTANT: The filing of inland marine forms, rates, and rules is required unless the form is designed for use on a single policy.

IMPORTANT NOTICE –ORS 731.374 establishes that an insurer is not required to obtain a Certificate of Authority to transact wet marine and transportation insurance.

Market type:

Personal

Commercial

TOI (type of insurance) code:

09.0 Inland Marine

26.0 Burglary and theft

Sub-type insurance:

9.0001 Animal Mortality

26.0001 Commercial burglary and theft

9.0002 Difference in conditions (DIC)

9.0005 Other Commercial Inland Marine

9.0003 Electronic Data Processing (EDP)

(e.g. Motor Truck Cargo)

9.0006 Other Personal Inland Marine

9.0008 Event Cancellation

9.0010 Boatowners/Personal Watercraft

26.0002 Personal burglary and theft

Category	Reference	Description of review standards requirements	Check Answer
Requirements	OAR 836-010-0011 As required on SERFF or our Web site	<p>Rate and Rule Tab: Rates and rules should be submitted under the Rate and Rule tab. (Place the Actuarial Memorandum under the Supporting Documentation tab. See below.)</p> <p>Supporting Documentation Tab: Other filing requirements as listed below, or other documentation used to assist us in our review, should be submitted under the Supporting Documentation tab under the correct heading.</p> <ol style="list-style-type: none"> 1. If the General Information area is not used, then a Cover letter or Filing Memorandum should be under the Supporting Documentation tab that explains the intent or purpose of the forms/rules/rates. <input type="checkbox"/> <input type="checkbox"/> 2. A Third-party filer's letter of authorization if applicable. <input type="checkbox"/> <input type="checkbox"/> 3. A signed Certificate of Compliance, form 440-3894. <input type="checkbox"/> <input type="checkbox"/> 4. A comparison document (annotated, highlighted, red-lined, or side-by-side) must be provided for each previously approved form. <input type="checkbox"/> <input type="checkbox"/> 5. An Actuarial Memorandum with an overview of the contents of the filing and the reasons and procedures used to support the rate change. <input type="checkbox"/> <input type="checkbox"/> 6. Attach to the Supporting Documentation Tab, all applicable approved amendments that will bring the filed forms into compliance with Oregon law. For example: ISO form number IL 01 42 09 08 OREGON CHANGES DOMESTIC PARTNERSHIP. <input type="checkbox"/> <input type="checkbox"/> <p>State Specific Tab Please make sure the answer to each question applies to the current filing.</p> <p>Companies and Contacts Please make sure the filer's information is up to date. Include a toll-free (if available) telephone number for the filer. Include the filer's email address.</p> <p>Filing Fees Oregon does not charge filing fees per submission.</p>	<p>Yes N/A</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
Policy Documentation	ORS 737.205, ORS 742.003(1)	<p>Check all that are included in this filing for review:</p> <ol style="list-style-type: none"> 1. New policy or program. 2. Endorsements. 3. Certificate of Insurance, if using a master policy. 4. Application form. 5. Rates and Rules. 	<p>Yes N/A</p> <p><input type="checkbox"/> <input type="checkbox"/></p>

Category	Reference	Description of review standards requirements	Check Answer
Marketing Information	ORS 742.009	It is helpful for the reviewer, especially for any new and innovative product, if there is a thorough explanation of the product purpose, discussion of who the targeted audience is and how the product will be marketed. This information may be requested if necessary for the review.	Confirm <input type="checkbox"/>
Requirements	ORS 742.003, ORS 737.205	Prior approval of all forms is required – even those characterized as “non-filed” inland marine. Rates may be used only after receipt by the Division. The filing of inland marine forms, rates, and rules is required in Oregon unless the form is designed for use on a single policy and is therefore exempt under ORS 742.003(1)(a). See the Oregon website for further guidance regarding filing inland marine.	Yes N/A <input type="checkbox"/> <input type="checkbox"/>
Insurable Interest	ORS 742.200	No policy that includes the peril of fire is issued on property for an amount that in combination with any existing insurance exceeds the fair value of the risk insured or of the interest of the insured in the real property.	Yes N/A <input type="checkbox"/> <input type="checkbox"/>

FORMS			
Recovery of attorney fees	ORS 742.061	<u>Attorney fees:</u> If a claim settlement is not made within six months and action is brought to court, should the plaintiff’s recovery exceed the amount of payment made by the defendant, the court will set attorney fees to be paid as part of the costs of legal action and any appeal.	Yes N/A <input type="checkbox"/> <input type="checkbox"/>

Application Fraud, Misrepresentation	ORS 742.003(1) ORS 742.016,	If any material or information obtained through the application process will be used to deny a claim or cancel coverage, then the application needs to be filed under the Form Schedule tab for prior approval. This includes any supplemental application form being used. Insurers offering via the internet would need to file screen prints of the application. If the application is attached to, or made part of the policy, prior approval is required.	Confirm <input type="checkbox"/>
	Bulletin INS 2010-3	If the insurance policy contains fraud, concealment, and/or material misrepresentation verbiage – the application must also contain a compliant Oregon fraud warning. If one is included, it must be general in nature and does not state that the applicant is “guilty” of fraud, but that they “may be” guilty of fraud. Fraud or misstatement warnings that mention criminal or civil penalties must avoid definite statements of the criminal nature of an act, guilt, or possible penalties. A warning that specifies that knowingly providing false information “may be” a crime, which “may be” grounds for criminal or civil penalties is appropriate.	Confirm <input type="checkbox"/>
	ORS 742.013	<p>742.013 Representations in applications. (1) All statements and descriptions in any application for an insurance policy by or in behalf of the insured, shall be deemed to be representations and not warranties. Misrepresentations, omissions, concealments of facts and incorrect statements shall not prevent a recovery under the policy unless the misrepresentations, omissions, concealments of fact and incorrect statements:</p> <ul style="list-style-type: none"> (a) Are contained in a written application for the insurance policy, and a copy of the application is indorsed upon or attached to the insurance policy when issued; (b) Are shown by the insurer to be material, and the insurer also shows reliance thereon; and (c) Are either: <ul style="list-style-type: none"> (A) Fraudulent; or (B) Material either to the acceptance of the risk or to the hazard assumed by the insurer. 	Confirm <input type="checkbox"/> or N/A <input type="checkbox"/>

	ORS 742.208	<p>For Fire Policies- Please See ORS 742.208</p> <p>742.208 Concealment; fraud; representations by insured. A fire insurance policy shall contain the following provisions:</p> <p>(1) Subject to subsections (2) and (3) of this section, this entire policy shall be void if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.</p> <p>(2) All statements made by or on behalf of the insured, in the absence of fraud, shall be deemed representations and not warranties. No such statements that arise from an error in the application shall be used in defense of a claim under the policy unless:</p> <p>(a) The statements are contained in a written application; and</p> <p>(b) A copy of the application is indorsed upon or attached to the policy when issued.</p> <p>(3) In order to use any representation by or on behalf of the insured in defense of a claim under the policy, the insurer must show that the representations are material and that the insurer relied on them.</p>	Confirm <input type="checkbox"/> or N/A <input type="checkbox"/>
	ORS 746.661, Bulletin INS 2010-4	Credit Scoring for Personal Lines: If using credit history, the personal lines application may indicate that credit will be checked for new business. Once an account has been underwritten, that score may not be reviewed or changed unless the policyholder requests it.	Yes <input type="checkbox"/> N/A <input type="checkbox"/>

Category	Reference	Description of review standards requirements	Check Answer
Appraisal	ORS 742.232, Molodyh vs Truck Insurance Exchange 304 Or. 290, 744 P.2d 992 (1987)	<p>The following applies to Fire Policies:</p> <p>742.232 Appraisal. A fire insurance policy shall contain a provision as follows: “In case the insured and this company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, then, on request of the insured or this company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting the appraiser and the expenses of appraisal and umpire shall be paid by the parties equally.”</p> <p>Per Molodyh, please clarify in the forms, although one party can unilaterally require an appraisal, the results of the appraisal are not binding on any party that did not request an appraisal.</p>	Confirm <input type="checkbox"/> or N/A <input type="checkbox"/>
Choice of Law/Venue	ORS 742.018 Bulletin DFR 2020-1	<p>No policy of insurance shall contain any condition, stipulation or agreement requiring such policy to be construed according to the laws of any other state or country. Any such condition, stipulation or agreement shall be invalid.</p> <p>Choice of venue provisions that require the insured to travel out of state pose an unfair barrier to adjudicate their claims. Per the bulletin, which states in part, “DFR finds choice of venue provisions in an insurance contract to be unfair, injurious to the public and an unfair trade practice under ORS 746.240.”</p>	Yes <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> N/A <input type="checkbox"/>
Cancellation and non-renewal	ORS 742.023(1)(e) & (1)(f),	The policy clearly defines the cancellation refund method. Upon cancellation for any reason, the policyholder may be entitled to a refund. Refunds must be made within a reasonable time.	Yes <input type="checkbox"/> N/A <input type="checkbox"/>

Cancellation and non-renewal cont.	ORS 742.224	(1) A fire insurance policy shall contain a provision as follows: "This policy shall be canceled at any time at the request of the insured, in which case this company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time."	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
		(2) The policy also shall provide:	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
		(a) That the insurer may cancel the policy at any time by giving 10 days' written notice of cancellation to the insured in the event of nonpayment of premium or 30 days' written notice for any other reason. However, when fire insurance coverage is part of a package policy including commercial liability insurance, cancellation of the policy is governed by the provisions of ORS 742.702.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
		(b) That cancellation by the insurer may be made with or without tender of the excess of paid premium above the pro rata premium for the expired time, and that the excess, if not tendered with the cancellation, will be refunded on demand.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
		(3) When an insurer gives notice of cancellation, the notice shall state that the excess of paid premium above the pro rata premium for the expired time, if not tendered with the notice, will be refunded on demand.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>

Category	Reference	Description of review standards requirements	Check Answer
Cancellation, and non-renewal continued	<p>ORS 742.702 ORS 742.706, OAR 836-085-0055, OAR 836-085-0010(2)</p> <p>ORS 742.706(1)</p>	<p>If the policy includes commercial liability, and is a commercial package policy, then the policy requires 10 working days' notice prior to cancellation due to premium nonpayment, and 30 days' notice prior to cancellation for any other statutorily permitted cancellation reason. A 45 day advance notice is required for nonrenewal. The policy is subject to ORS 742.702 and ORS 742.706.</p> <p>If an insurer offers to renew a commercial liability policy on terms less favorable or at higher rates, the new terms or rates may take effect on the renewal date with 45 days written notice. If the insurer does not provide such notice, the insured may cancel the renewal policy within 45 days of receipt. Earned premium for the period of time the renewal policy was in force shall be calculated pro rata at the lower of the current or previous year's rate. If the insured accepts the renewal, changes shall be effective immediately following the prior policy's expiration date.</p> <p>Any conflicts between the different cancellation requirements within a policy require the insurer to use the longest notification requirement.</p>	<p>Yes <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> N/A <input type="checkbox"/></p>
Wildfire Risk	<p>ORS 742.202, ORS 742.204, ORS 742.005</p>	<p>Oregon is a standard fire state and has taken a firm position against any restrictions or conditions on coverage of losses related to wildfire. Basically, a fire is a fire, therefore, there can be no separate definitions, deductibles, restrictions, or exclusions related to wildfire. This filing guidance has been consistently applied for the past several years.</p> <p><u>Hostile fire:</u> Hostile fire definitions cannot be used to exclude coverage for wildfire.</p>	<p>Confirm <input type="checkbox"/></p>
Controlled Substances, Marijuana, or Cannabis	<p>Bulletin DFR 2021-4 Bulletin DFR 2017-04</p>	<p>Policy language must be clear and unambiguous and be based upon Oregon laws. Exclusions relating to the use of, or other activity associated with controlled substances should be limited to losses that are causally connected to the describe activity ("arising out of", "caused by").</p> <p>Any exclusion for possession or use of a controlled substance must allow for the legal use or possession of a prescribed substance. Marijuana and cannabis products are legal both medicinally and recreationally under Oregon laws.</p> <p>Policy language that relies solely on the legal status of marijuana under federal law to identify an exclusion is insufficient. The exclusion would need to explicitly state marijuana or cannabis.</p>	<p>Page _____ Paragraph _____</p> <p>If In the filed forms N/A <input type="checkbox"/></p>

Category	Reference	Description of review standards requirements	Check Answer
Intentional Act Exclusion	<p>ORS 742.005 (2), Bulletin DFR 2022-2</p> <p>Bulletin DFR 2022-2, OAR 836-080-0900</p> <p>OAR 836-080-0905</p>	<p>Intentional acts exclusions are allowable in policies, but should not encompass losses due to negligence or unintended acts or harm. Unclear, ambiguous, vague or misleading policy exclusion language that would potentially exclude coverage for a policyholder over negligent acts or unintended acts, injuries, damages or harms will be disapproved, pursuant to ORS 742.005(2).</p> <p>Language conveying that an exclusion applies whether or not the insured had the requisite intent will also be disapproved. Currently approved exclusionary language without this type of expansive language may continue to be used.</p> <p>Personal Lines Requirements for Innocent Co-Insureds:</p> <p>Definitions As used in OAR 836-080-0900 to 836-080-0905: (1) "Covered loss" means any loss, damage, or injury that would be covered by a property and casualty personal lines policy unless arising out of an act or omission of a person insured under such policy. (2) "Innocent person" means, with respect to any covered loss, a person: (a) Who did not cause such covered loss; (b) Who did not materially contribute to such covered loss; and (c) Who did not know that such covered loss was reasonably likely to occur or undertook reasonable efforts to prevent or limit such covered loss.</p> <p>No property and casualty personal lines policy may contain any provision or other language that would deny coverage to any innocent person insured under such policy for any covered loss arising out of any act or omission of any other person insured under such policy.</p>	<p>Page _____ Paragraph _____</p> <p>If In the filed forms N/A <input type="checkbox"/></p>
Discrimination	ORS 746.015	The policy does not unfairly discriminate in availability of insurance, application or rates, dividends, or other benefits or terms and conditions of insurance policies.	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
	ORS 746.015(4)	A victim of domestic violence is not discriminated against in the availability of coverage, premiums, exclusions or limitation.	Confirm <input type="checkbox"/>

Discrimination cont.	ORS 106.300 thru ORS 106.340, Bulletin 2008-2, OAR 836-081-0010	If the policy extends coverage to a spouse, then a provision that recognizes a Domestic Partnership is included in the policy.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
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Exclusions	<p>ORS 742.005(2), ORS 742.023(1)(f)</p> <p>ORS 742.212</p> <p>ORS 742.218</p> <p>ORS 742.210</p> <p>ORS 742.218</p>	<p>The extent of any exclusion or limitation must be clearly described.</p> <p>Fire Policy Required Exclusions:</p> <p>War/Reasonable Means to Save Property/Theft: A fire insurance policy shall contain a provision as follows: "This company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by:</p> <p>(a) Enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack;</p> <p>(b) invasion;</p> <p>(c) insurrection;</p> <p>(d) rebellion;</p> <p>(e) revolution;</p> <p>(f) civil war;</p> <p>(g) usurped power;</p> <p>(h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy;</p> <p>(i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises;</p> <p>(j) nor shall this company be liable for loss by theft</p> <p>**Coverage for theft may be added to the policy by endorsement or by inclusion in the basic form language (ORS 742.218).</p> <p>Uninsured Property: A fire insurance policy shall contain a provision as follows: "This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts."</p> <p>**Coverage for these items, may be added to the policy by endorsement or by inclusion in the basic form language (ORS 742.218).</p>	<p>Yes <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> N/A <input type="checkbox"/></p>
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Category	Reference	Description of review standards requirements	Check Answer
Exclusions (Continued)	ORS 742.244	<p>Nuclear Reaction/Radiation: Insurers issuing the standard fire insurance policy pursuant to ORS 742.202 are authorized to affix thereto or include therein a written statement that the policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under said policy.</p> <p>However, nothing contained in this section shall be construed to prohibit the attachment to any such policy of an indorsement or indorsements specifically assuming coverage for loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination.</p>	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
	Bulletin INS 2015-1 and E-notification Bulletin INS 2015-1 ORS 742.206 and ORS 742.212	<p>Loss due to terrorism may not be excluded in any personal insurance product. Commercial insurance is subject to the Federal Terrorism Risk Insurance Act and its re-authorizations. Beginning in 2002, Oregon has issued guidance on the subject of TRIA/TRIPRA, including an e-notify for the 2019 re-authorization. Forms are required to be filed for prior approval. Policyholder Disclosure forms are also required to be filed for review and approval. Rules and rates (or loss costs) are required to be filed.</p> <p>Any commercial policy that includes property coverage must use an approved Terrorism form and/or Disclosure that states loss due to fire is covered up to the limit provided in the policy. Oregon is a “standard fire state”; therefore, property loss due to terrorism cannot be excluded, limited, or restricted.</p>	Yes <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> N/A <input type="checkbox"/>

Category	Reference	Description of review standards requirements	Check Answer
Additional Perils Insured/Subject of Insurance	ORS 742.218	A fire insurance policy shall contain a provision as follows: "Any other peril to be insured against or subject of insurance to be covered in this policy shall be by indorsement in writing hereon or added hereto.	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
Fees, service charges, fictitious group	ORS 742.023, ORS 737.330 OAR 836-071-0269 thru OAR 836-071-0277	All charges to the policyholder are listed on the declarations page. No unfiled charges may be added to the declaration page.	Yes <input type="checkbox"/> N/A <input type="checkbox"/>

Category	Reference	Description of review standards requirements	Check Answer
Legibility	ORS 742.005(2) ORS 742.023	The forms are clear and understandable in the presentation of premiums, labeling, description of its contents, title, headings, backing, and other indication (including restrictions) in the provisions. The information is clear and understandable to the consumer and is not unintelligible, uncertain, ambiguous, abstruse, or likely to mislead.	Confirm <input type="checkbox"/>
Limits	ORS 742.023	Limits of coverage are clearly described.	Confirm <input type="checkbox"/>
	ORS 742.214	A fire insurance policy shall contain a provision as follows: "Other insurance may be prohibited or the amount of insurance may be limited by indorsement attached hereto."	Confirm <input type="checkbox"/>
	ORS 742.220	A fire insurance policy shall contain a provision as follows: "The extent of the application of insurance under this policy and of the contribution to be made by this company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change."	Confirm <input type="checkbox"/>
Loss settlement	ORS 742.023, ORS 742.234	Settlement provisions are clearly explained.	Confirm <input type="checkbox"/>
	ORS 742.228	A fire insurance policy shall contain a provision as follows: "This company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, whether collectible or not."	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
	ORS 742.234	A fire insurance policy shall contain a provision as follows: "It shall be optional with this company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within 30 days after the receipt of the proof of loss herein required."	Yes <input type="checkbox"/> N/A <input type="checkbox"/>

Loss settlement cont.	ORS 742.230, ORS 742.053(2)	A fire insurance policy shall contain a provision as follows: "The insured shall give immediate written notice to this company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within 90 days after receipt of proof of loss forms from the company, unless such time is extended in writing by this company, the insured shall render to this company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: The time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this company all that remains of any property herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices, and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this company or its representative, and shall permit extracts and copies thereof to be made."	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
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Loss settlement cont.	ORS 742.053(2),	<p>(1) An insurer, in response to a written request, shall provide forms for proving a loss for which a person makes a claim under an insurance policy the insurer issues. The requirement to provide forms under this subsection does not impose responsibility upon the insurer for the person's proof of loss, attempt to prove the loss or manner of proving the loss.</p> <p>(2) If the insurance policy is fire insurance, notwithstanding any more restrictive requirement in the insurance policy, an insured must provide proof of loss within 90 days after receiving a form described in subsection (1) of this section.</p>	<p>Yes N/A</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
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Category	Reference	Description of review standards requirements	Check Answer
Loss settlement, continued	ORS 742.238	A fire insurance policy shall contain a provision as follows: "The amount of loss for which this company may be liable shall be payable 60 days after proof of loss, as herein provided, is received by this company and ascertainment of the loss is made either by agreement between the insured and this company expressed in writing or by the filing with this company of an award as herein provided."	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
	ORS 742.236	A fire insurance policy shall contain a provision as follows: "There can be no abandonment to this company of any property."	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
Policy Period	ORS 742.048, ORS 742.023(1)(d)	<p>The policy contains a provision stating coverage will commence at 12:01 a.m. of the date the insurance takes effect.</p> <p>A policy of insurance may provide that the time at which coverage commences shall not be prior to the time at which the policy of insurance is applied for.</p> <p>Any statement of time in a policy shall mean time according to the legal standard of time in effect:</p> <p>(a) If the policy insures real property, at the location of such property; or</p> <p>(b) If the policy does not insure real property, at the principal place of business within Oregon of the insured; or, if the insured has no place of business within Oregon, at the residence within Oregon of the insured.</p> <p>A binder or other contract for temporary insurance may commence coverage at an hour different from 12:01 a.m. in order to provide coverage from the agreed hour of commencement of coverage to 12:01 a.m. of the date on which the written policy as to which such binder or other contract was issued takes effect.</p> <p>A full term of coverage would be 12:01 am on the effective date of the policy to 12:01 am on the expiration of the policy term. Use of a different expiration time could result in an unintentional lapse of coverage that might harm the insured. We recommend using a consistent start and end time.</p>	Confirm <input type="checkbox"/>
Premium payment, refund, or retention	ORS 742.005(2), ORS 742.023, ORS 742.224	The policy clearly defines the cancellation refund method. Upon cancellation for any reason, the policyholder may be entitled to a refund. Refunds should be paid promptly and any refund must be paid upon request.	Confirm <input type="checkbox"/>
Primary coverage	ORS 742.023(1)(f), ORS 742.005(2)	Terms used in describing the coverage are clearly defined. The policy describes the conditions and provisions pertaining to the coverage, amount, terms, exceptions, limitations, and exclusions.	Yes <input type="checkbox"/> N/A <input type="checkbox"/>

Rebates	ORS 746.035, ORS 746.045, ORS 746.045(3)	Are inducements or rebates specified in the policy? If “yes,” explain in the cover letter and identify the location in the policy and rating plan. ORS 746.045(3) allows an exception if the total value does not exceed \$100 per person/per year.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
Requirements not part of a listed category	ORS 746.015, ORS 746.045 ORS 746.045 (3)	<u>Promotional Offers:</u> Any promotional offer or item disclosed in the policy needs to be specifically identified including what it is and the benefit to the policyholder. Any promotional offer or item that is not related to the risk assumed by the insurer is offered to everyone in a non-discriminatory manner. It is not necessary to file if the value of the gift does not exceed \$100 per person/per year.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>

Category	Reference	Description of review standards requirements	Check Answer
Suit Against Us	ORS 742.240	<u>Suit on Policy</u> A fire insurance policy shall contain a provision as follows: “No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within 24 months next after inception of the loss.”	Confirm <input type="checkbox"/>
Suspension	ORS 742.216	<u>Conditions Suspending Insurance:</u> A policy including the peril of fire shall contain a provision as follows: “unless otherwise provided in writing added hereto this company shall not be liable for loss occurring: <ol style="list-style-type: none"> 1. Unless otherwise provided in writing added hereto this company shall not be liable for loss occurring: 2. “(1) While the hazard is increased by any means within the control or knowledge of the insured; or 3. “(2) While a described building, whether intended for occupancy by owner or tenant, is vacated or unoccupied beyond a period of 60 consecutive days; or 4. “(3) As a result of explosion or riot, unless fire ensues, and in that event for loss by fire only 	Confirm <input type="checkbox"/>
Subrogation	ORS 742.242	A fire insurance policy shall contain a provision as follows: “This company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this company.”	Yes <input type="checkbox"/> N/A <input type="checkbox"/>

<p>Mass Marketing Plans</p>	<p>OAR 836-042-0300-OAR 836-042-0322</p> <p>OAR 836-042-0302</p> <p>OAR 836-042-0312</p> <p>OAR 836-042-0314</p>	<p>Mass marketing of personal lines insurance is covered in OAR 836-042-0300 through 836-042-0322.</p> <p>Definitions: (1) "Mass marketing plan" means a method of selling property-casualty personal lines insurance to members of a particular association which has agreed to or otherwise endorsed the sale of the insurance to its members. (2) "Personal lines" means property and casualty insurance policies for personal, family or household purposes, and not for commercial or business purposes. (3) "Property-casualty insurance" means insurance to which ORS 731.158 and 731.182 apply.</p> <p>Compulsory Participation Prohibited- No insurer shall sell insurance under a mass marketing plan if purchase under the plan is a condition of employment or of membership in any association, or if any employee or member would be subject to any penalty for non-participation.</p> <p>Tie-In Sales Prohibited: No insurer shall sell insurance under a mass marketing plan if: (1) The purchase of insurance under the plan is contingent upon the purchase of any other insurance, product, or service; or (2) The purchase or price of any other insurance, product, or service is contingent upon the purchase of insurance available under the plan. This provision does not prohibit the reasonable requirement of safety devices, such as heat detectors, lightning rods, theft prevention equipment and the like.</p>	<p>Yes <input type="checkbox"/> N/A <input type="checkbox"/></p>
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<p>Mass Marketing Plans Continued</p>	<p>OAR 836-042-0320</p>	<p>Cancellation and Non-Renewal: (1) For purposes of Sections 742.562 and 742.566 of the Insurance Code, limiting the cancellation and non-renewal of insurance policies, the failure of an association, to remit premiums when due for any reason (including but not limited to interruption or termination of employment or membership) shall not be regarded as “non-payment of premium” by any insured under a plan providing for remittance of premium by such association, unless the insured has been given written notice of the failure to remit and has not paid the premium by ten days after such notice, or the due date of the premium remittance under the mass marketing plan, whichever is later. (2) Every mass marketing plan shall provide that an insured may maintain the policy in force in the same amount, for 60 days after termination of employment or membership or discontinuance of the plan. The member would pay the premium applicable to the class of risk to which the member would belong as an individual. The option to maintain the insurance in force must be exercised within 30 days following the date of termination. Any notice of cancellation or non-renewal of a policy under a mass marketing plan shall include a notice to the insured member that the insurer will allow the association, a reasonable opportunity to consult with the insurer and to present facts in opposition to cancellation or non-renewal.</p>	
<p>ORS 742.246</p>	<p>Other fire insurance policy provisions permitted.</p>	<p>Other fire insurance policy provisions permitted. (1) A fire insurer may add to the provisions required by ORS 742.202 other conditions, provisions and agreements not in conflict with law or contrary to public policy. (2) Any provision restricting or abridging the rights of the insured under the policy must be preceded by a sufficiently explanatory title printed or written in type not smaller than eight-point capital letters. (3) This section applies only to standard fire insurance policies as described in ORS 742.202 and does not apply to any other insurance policies.</p>	

RATE, RULE, RATING PLAN, CLASSIFICATION, AND TERRITORY FILING REQUIREMENTS

Requirements	ORS 737.205	Copies of rates, rating plans, and rating systems are included in the filing with revisions indicated when filing a change.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Effective date is not earlier than the date the filing is received by the Division of Financial Regulation.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Credit report scoring	ORS 746.661, Bulletin INS 2010-4	<u>Credit Scoring for Personal Lines</u> – Credit history may be used as a factor in underwriting and rating new business. Once an account has been underwritten and rated, that score may not be reviewed or changed unless the policyholder requests it. The updated credit history may be used only when it results in a lower premium.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

RATE, RULE, RATING PLAN, CLASSIFICATION, AND TERRITORY FILING REQUIREMENTS			
Schedule rating	ORS 737.205 Commercial only	Schedule rating plan identifies the credit or debit modification criteria and the maximum and minimum plan modification. Rating plans must be filed prior to use.	Yes No <input type="checkbox"/> <input type="checkbox"/>
Discrimination	ORS 746.015, OAR 836-081-0010	Rates, rating plans, and rating systems do not discriminate unfairly in the availability of insurance and the application of rates.	Yes No <input type="checkbox"/> <input type="checkbox"/>
Ratemaking generally			
Creditability	ORS 737.310, OAR 836-010-0021	1. Provide all data used and judgments made. 2. Provide description of methodology used.	Yes N/A <input type="checkbox"/> <input type="checkbox"/>
Fees, service charges	ORS 737.310, OAR 836-010-0021	Provide cost-accounting justification on initial filing or subsequent changes.	Yes N/A <input type="checkbox"/> <input type="checkbox"/>
Loss valuation	ORS 737.310, OAR 836-010-0021	Provide the following: 1. Complete premium data. 2. Loss and LAE data. 3. Information on expected loss ratio.	Yes N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Investment income	ORS 737.310, OAR 836-010-0021	1. Cash flow method <i>or</i> 2. Alternative method showing amount of investment income earned on loss, LAE, and unearned premium reserve to earned premium.	Yes N/A <input type="checkbox"/> <input type="checkbox"/> Yes N/A <input type="checkbox"/> <input type="checkbox"/>
Underwriting profit & contingencies	ORS 737.310, OAR 836-010-0021	1. Oregon data for commission and brokerage.	Yes N/A <input type="checkbox"/> <input type="checkbox"/>
		2. Countrywide data for general and other acquisition expenses as reported in the <i>Insurance Expense Exhibit</i> .	Yes N/A <input type="checkbox"/> <input type="checkbox"/>
		3. Oregon data for taxes, licenses, and fees.	Yes N/A <input type="checkbox"/> <input type="checkbox"/>
		4. Expense trend.	Yes N/A <input type="checkbox"/> <input type="checkbox"/>
		5. Historic experience.	Yes N/A <input type="checkbox"/> <input type="checkbox"/>