

## CALIFORNIA HOME PROTECTION CONTRACT FORM FILING CHECKLIST

**Instructions:** Please complete and submit the following checklist for each home protection contract form. Materials must be emailed to [CAB-SF-Intake@insurance.ca.gov](mailto:CAB-SF-Intake@insurance.ca.gov).

This checklist is intended as an aid only and has been provided to assist you in filing home protection contract forms pursuant to California Insurance Code ("CIC") § 12763. It is not presented as an exhaustive list of requirements and the filer must still comply with all applicable regulations and statutes.

<b>Name and DBA (if any) of Home Protection Company</b>	
<b>Name of Entity Filing Form and CDI License # (if any)</b>	
<b>Form # (use a separate Form Filing Checklist for each form filed)</b>	
<b>New or Replacement Form (if replacement, provide prior Form #, date filed, and clean and redline versions)</b>	

**The applicant affirms that this form filing includes or addresses the following:**

The Home Protection Contract		Contract Reference	CDI Use Only Compliance Yes/No
1.	Benefits are limited to repair and replacement (as opposed to cash payment to contract holder). CIC § 12740(a).		
2.	Benefits apply only to all or any part of any system, appliance, or component. CIC § 12740(a).		
3.	For the covered components, systems or appliances, the contract must specify it will repair or replace the covered components, systems or appliances necessitated by wear and tear, deterioration, or inherent defect, arising during the effective period of the contract. CIC § 12740(a).		
4.	There is a charge for the home protection contract. CIC § 12761(a).		
5.	No statement is false or misleading consistent with the Unfair Practices Act. CIC § 12743 (d)(7) citing §§ 790 <i>et seq.</i>		
<b>The following information must be specified in clear and conspicuous terms:</b>			
6.	Each of the appliances, systems, and components covered by the contract. CIC § 12762(a)(1).		
7.	All exclusions and limitations respecting the extent of coverage. CIC § 12762(a)(2).		
8.	The period during which the contract will remain in effect, the home protection contract fee, and the renewal terms, if any. CIC § 12762(a)(3).		

9.	If initial coverage term is in excess of one year, the home protection contract fee shall be the annual fee, plus the pro rata portion of the annual fee for the period of coverage which exceeds one year. CIC § 12740(c).		
10.	The services to be performed by the home protection company and the terms and conditions of such performance. CIC § 12762(a)(4)(A).		
11.	The service fee(s), if any, charged for such services. CIC § 12762(a)(4)(B).		
12.	All limitations on the performance of services, including any restrictions as to time period when or geographical area within which such services may be requested or will be performed. CIC § 12762(a)(4)(C).		
13.	A statement that services will be performed upon telephonic request to the company, without any requirement that claim forms or applications be filed prior to the rendition of service. CIC § 12762(a)(4)(D).		
14.	A representation that services will be initiated by, or under direction of, the company within 48 hours after request is made for such services by any person entitled to make such request under the contract, or the agent of such person. CIC § 12762(a)(4)(E).		
<b>A contract may be cancellable during the initial term for which it was issued only for any of the following:</b>			
15.	Nonpayment of protection contract fees. CIC § 12764(a)(1).		
16.	Fraud or misrepresentation of facts material to the issuance of the contract. CIC § 12764(a)(2).		
17.	Contracts providing coverage prior to the time that an interest in the residential property to which it attaches is sold, upon the contingency that such sale does not occur. CIC § 12764(a)(3).		

Printed Name of  
Preparer or Contact Person: \_\_\_\_\_

Position or Title: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_