



CAREFREE CAR PROTECTION PLUS

MECHANICAL FAILURE SERVICE CONTRACT FOR USED CARS

A-371
01/98

VEHICLE INFORMATION

CONTRACT NUMBER		SERIAL NUMBER	
YEAR	MAKE	MODEL	CURRENT ODOMETER READING
ADDITIONAL EQUIPMENT (Check All That Apply) FOR PRICING PURPOSES ONLY		TURBO <input type="checkbox"/>	DIESEL <input type="checkbox"/> 4X4 <input type="checkbox"/>

DEALER INFORMATION

SELLING DEALER	PHONE #	DEALER #
DEALER ADDRESS	CITY	STATE
LIENHOLDER	ADDRESS	ZIP
SERVICE CONTRACT PRICE	DEALER SIGNATURE	DATE

SERVICE CONTRACT INFORMATION

	TERM / MILEAGE		COVERAGE	OPTIONS
PURCHASE DATE	12* <input type="checkbox"/> MONTHS	12,000 <input type="checkbox"/> MILES	<input type="checkbox"/> POWERTRAIN	<input type="checkbox"/> \$250 DEDUCTIBLE
	24* <input type="checkbox"/> MONTHS	24,000 <input type="checkbox"/> MILES	<input type="checkbox"/> SILVER	<input type="checkbox"/> \$50 DEDUCTIBLE
	36* <input type="checkbox"/> MONTHS	36,000 <input type="checkbox"/> MILES	<input type="checkbox"/> GOLD	<input type="checkbox"/> ROAD HAZARD TIRE COVERAGE**
	48* <input type="checkbox"/> MONTHS	48,000 <input type="checkbox"/> MILES		

CONTRACT HOLDER INFORMATION

FIRST NAME	LAST NAME		
ADDRESS	CITY	STATE	ZIP
(AREA CODE) TELEPHONE NUMBER	I UNDERSTAND THAT THE PURCHASE OF THIS SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING OR TO PURCHASE THIS VEHICLE AND HAS A STANDARD \$100 DEDUCTIBLE.		DATE
SIGNATURE		NOTICE TO CONTRACT HOLDER: You are required to obtain authorization prior to beginning any repairs covered by this contract, except as noted in #4 of "HOW TO MAKE A CLAIM".	

OPTIONAL CAR CARE SERVICE PLAN INFORMATION

SEE OWNERS MANUAL FOR COMPLETE LISTING OF FULL FACTORY RECOMMENDED SERVICES

PURCHASE DATE	TERM		MILEAGE		SERVICE INTERVALS		
	<input type="checkbox"/> MONTHS	<input type="checkbox"/> MILES	<input type="checkbox"/> MILES		SERVICE DUE EVERY		<input type="checkbox"/>
			<input type="checkbox"/> MN3	<input type="checkbox"/> MNP	<input type="checkbox"/> MN5	<input type="checkbox"/> MNV	<input type="checkbox"/>
			3,000 MILES	3,750 MILES	5,000 MILES	7,500 MILES	<input type="checkbox"/>
CAR CARE PURCHASE PRICE							<input type="checkbox"/>

COPY 1 - FWS COPIES 2 & 3 - DEALER COPY 4 - LIENHOLDER COPY 5 - CUSTOMER

The following **BOLD** print appearing throughout this agreement has the following meanings: "YOU" and "YOUR" mean the customer named as contract holder above. "WE", "US" and "OUR" refer to Fidelity Warranty Services, Inc. ("FWS").

CONTRACT PERIOD. This contract begins on the purchase date and at the odometer reading at contract purchase. This contract expires at the earlier of the term / mileage box selected above.

CONTRACT COVERAGE. In the event of mechanical breakdown of a covered part, **WE** agree to make repairs or reimburse **YOU** up to \$1,500 per each mechanical breakdown, for the cost to repair or replace covered parts, less applicable deductible, subject to the terms, conditions, and limitations herein. Mechanical breakdown means: (1) The failure of a covered part due to faulty workmanship or materials supplied by the original vehicle manufacturer or distributor, or; (2) The failure of a covered part due to a gradual reduction in operating performance as a result of normal wear and tear, prior to the vehicle reaching 50,000 miles. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action, inaction or failure of any non-covered parts. **IF THE BREAKDOWN IS COVERED UNDER ANY OTHER WARRANTY, SERVICE POLICY, RECALL, OR REPAIR ADJUSTMENT ("OTHER COVERAGE"), WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS CONTRACT AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.** This contract is not an insurance policy, a warranty, or a guarantee.

PLAN COVERAGE. There are three coverage plans (Powertrain, Silver and Gold) described in this contract. The coverage plan that applies to **YOUR** vehicle is determined by which box is checked above.

ADMINISTERED BY:

FIDELITY WARRANTY SERVICES, INC.

P.O. BOX 8567 ♦ DEERFIELD BEACH, FL 33443 ♦ 1-800-327-5172

C/S#3407

USED VEHICLE COMPONENT COVERAGE

POWERTRAIN COVERAGE PLAN

ENGINE

Engine block and cylinder heads and internal parts including pistons, piston rings and pins; crankshaft, mainbearings, rods and rod bearings; camshaft and camshaft bearings; timing gears and timing chain or belt; rocker arms, shafts and bushings; valves and valve springs, guides and seats; pushrods and lifters; oil pump, intake manifold and exhaust manifold. Engine seals and gaskets, water pump, fuel pump and thermostat.

TRANSMISSION

Transmission case and internal parts including the torque converter, valve body(s), governor, bands, steel plates, planetary and sun gears, synchros, bearings, supports and shafts, seals and gaskets. **(STANDARD TRANSMISSION CLUTCH ASSEMBLIES AND COMPONENT PARTS ARE NOT COVERED.)**

FRONT-WHEEL DRIVE

Transaxle housing and all internal parts including ring and pinion gears, sun gear, planetary gear and internal bearings; seals and gaskets. **(CLUTCH AND ALL CLUTCH COMPONENTS ARE NOT COVERED.)**

FOUR-WHEEL DRIVE

Transfer case and all internal parts contained within the transfer case. Front differential housing and all internal parts, seals and gaskets.

REAR-WHEEL DRIVE

Differential housing and all internal parts including parts contained within the differential housing including the ring gear and pinion, gears and bearings if damaged by the failure of internally lubricated parts, seals and gaskets.

SILVER COVERAGE PLAN
(Includes POWERTRAIN coverage plus the following additional parts)

STEERING

Steering gear housing and all internal parts, power steering pump, valve body, rack and pinion housing, seals and gaskets.

BRAKES

Master cylinder, brake booster assembly, hydraulic lines and fittings, seals and gaskets. **(ABS COMPONENTS NOT COVERED).**

AIR CONDITIONER*

Condensor, compressor, evaporator, orifice, POA valve, seals and gaskets.

FRONT SUSPENSION

Upper and lower control arms, control arm shafts, struts, spindle, and spindle support.

ELECTRICAL

Alternator, starter motor, starter solenoid, and voltage regulator.

GOLD COVERAGE PLAN
(includes POWERTRAIN and SILVER coverage plus the following additional parts)

ENGINE

Oil pan, valve and timing covers, turbocharger/supercharger assembly, engine mounts, balancer and flywheel.

TRANSMISSION

Vacuum modulator and transmission mounts.

FRONT-WHEEL DRIVE

Constant velocity joints, axles, wheel bearings.

REAR-WHEEL DRIVE

U-joints, propshafts, axle bearings.

STEERING

Tie rods, idler and pitman arms, center link, coupling and shafts.

BRAKES

Combination valve, calipers and wheel cylinders. **(ABS COMPONENTS NOT COVERED).**

AIR CONDITIONER*

Accumulator, automatic temperature control, clutch assembly and pulley.

FRONT SUSPENSION

Ball joints, bearings and bushings, kingpin and bushings, stabilizer bar and bushings.

ELECTRICAL

Windshield wiper motor, power window motor, power seat motor, headlight switch, wiper motor switch, mirror motor switch, stoplight switch, neutral safety switch, electronic ignition module, electronic instrument panel module, ignition coil, distributor modules, throttle position sensor, vehicle speed sensor, map sensor, knock sensor and barometric pressure sensor.

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*R12 AIR CONDITIONER CONVERSION (Silver and Gold Coverage Only)

WE will make, or reimburse **YOU** for the cost to make, the modifications necessary to convert **YOUR** A/C system to operate on R134A refrigerant when: (1) **YOUR** A/C system has a failure requiring the addition of refrigerant and, (2) R12 refrigerant is no longer available to **US**. **WE** reserve the right to supply the parts to a servicing dealer or repair facility. These parts may be sent at no charge to the repair facility for installation on the contract holder's vehicle.

This modification is limited to replacement of parts which are not compatible with an alternate approved replacement refrigerant, such as R134A. **WE** are not responsible for costs incurred to upgrade or improve an R134A air conditioning system's efficiency to equal the same performance level of the R12 refrigerant system. **(Replacement of the compressor, condensor, evaporator, to improve the system's cooling capacity is not covered by the contract)**. Should an alternate refrigerant be installed that is not approved by the manufacturer or FWS, **WE** are not responsible for costs to modify the system or repair system damage.

RENTAL CAR COVERAGE. **YOU** will be allowed up to \$25 a day for a maximum of five days for car rental expense incurred, if a covered mechanical breakdown renders this vehicle inoperative and takes more than 24 hours to repair. **YOU** are responsible for obtaining the rental car and rental car expense incurred must be from a licensed rental car agency or authorized dealer. **WE** will then reimburse **YOU**. **Rental car reimbursement is not provided for parts delay, shop scheduling, or for work not covered by this contract.** **YOU** must receive prior authorization for rental expenses. Rental reimbursement is limited to downtime repairs and ends on the date of repair completion.

TOWING COVERAGE

YOU will be allowed up to \$35 per covered mechanical breakdown for towing expense incurred if required due to such covered mechanical breakdown.

TRAVEL BREAKDOWN

In the event of a mechanical breakdown of a covered component, **WE** will reimburse **YOU** for food and lodging, commencing the day after the claim is reported to **US**, providing **YOU** are in excess of 100 miles from home. Such expense shall be limited to \$75 per calendar day and \$225 per occurrence. Reimbursement is limited to downtime repairs and ends at the time of repair completion.

FLUID COVERAGE

WE will pay for replacement of necessary fluids, oils, greases, lubricants and approved A/C gases that must be replaced in conjunction with a covered repair.

OPTIONAL ROAD HAZARD TIRE COVERAGE

WE will pay to repair or replace a damaged tire if the tire damage is caused by road hazard. Road hazard is defined as debris on the road surface or road surface conditions such as potholes, cracks and breaks. Coverage applies only when the tire coverage box on the front of the contract is checked. Coverage ends when the lowest tread depth reaches 3/32" or when this contract terminates, whichever comes first. **OUR** payment for tire replacement will be prorated for wear (for example, if the tire is 25% worn **YOU** will pay 25% of the price of the tire). **THIS COVERAGE WILL NOT PAY FOR WEAR, TIRE BALANCING, TIRE DEFECTS, COLLISION DAMAGE OR VANDALISM. ALSO EXCLUDED FROM COVERAGE IS THE TIRE STEM, VALVE, WHEEL, ATTACHING HARDWARE, WHEEL COVER, "SPACE SAVER" STYLE SPARE TIRE, AND ANY TIRE ON A FOUR WHEEL DRIVE VEHICLE. BENEFITS DESCRIBED UNDER RENTAL CAR COVERAGE, TOWING COVERAGE AND TRAVEL BREAKDOWN DO NOT APPLY TO TIRE COVERAGE.**

TRANSFER

YOU may transfer this contract to another owner but not to another vehicle. To transfer this contract **YOU** must mail the following four (4) items to FWS within 30 days of transfer of vehicle ownership: (1) a completed Transfer Form (or a letter containing the name and address of the new owner and **YOUR** authorization to transfer); (2) a legible copy of the front page of this contract; and (3) a check for \$40 payable to FWS, for the transfer fee and; (4) if Optional Car Care Service Plan is purchased, **YOU** must surrender all remaining Car Care Service Plan coupons. A new coupon book will be sent to the new owner. This contract may not be transferred to any entity in the business of selling or leasing motor vehicles.

DEDUCTIBLE and UNCOVERED COSTS

For each repair visit, **YOU** will be responsible for the first \$100 of the cost of covered repairs (Standard Deductible), and for any other costs not covered by this contract. If you have selected the \$250 deductible option, then **YOU** will be responsible for the first \$250 of the cost of covered repairs, and for any other costs not covered by this contract. If you have selected the \$50 deductible option, then **YOU** will be responsible for the first \$50 of the cost of covered repairs, and for any other costs not covered by this contract. One deductible applies per breakdown regardless of the number of repair visits it may take to make repairs.

CANCELLATION. This contract may be cancelled by **YOU** at any time. To cancel, **YOU** must return this contract to the dealer who sold it to **YOU**. If cancelled during the first 60 days, a 100 percent refund of the contract charge will be made less a \$25 administration fee. If **YOU** cancel after 60 days, a pro-rata refund will be made based upon the greater of the time or mileage expired, less a \$25 administration fee. In the event of cancellation, and this contract has been financed, **YOU** authorize the lienholder to receive any refund amounts. In the event of a total loss or repossession, lienholder is authorized to cancel this contract and lienholder will be named as sole payee for any refund amounts and all rights and interests under this contract will immediately transfer to the lienholder. This contract is non-cancellable by **US** except for fraud, material misrepresentation, or failure to pay the premium due. In the event the issuer of the contract is unable to make a refund, **YOU** may file a claim directly with the insurer listed under **INSURANCE**. If Optional Car Care Service Plan is selected, no refund will be made without surrendering all unused coupons.

OPTIONAL CAR CARE SERVICE PLAN COVERAGE

If **YOU** select the Car Care Service Plan, coverage will be provided according to the term/mileage, service interval and service level selected by **YOU** as noted on the front of this contract. All services are fully detailed in **YOUR** coupon booklet which will be mailed to **YOU**. If **YOUR** booklet is not received within 45 days call FWS Customer Service at 1-800-443-9841.

Coverage is obtained by presenting the appropriate coupon for each service to a participating dealer. **YOUR** vehicle may need other services for **YOUR** driving conditions; refer to your Owner's Manual for recommended services and intervals.

EXCLUSIONS FROM COVERAGE: THIS CONTRACT WILL NOT PAY OR REIMBURSE YOU FOR:

1. ANY LOSS, DAMAGE OR EXPENSE CAUSED BY ACCIDENTS, ANY ALTERATION TO THE VEHICLE OR THE PART, USE OF OVERSIZED TIRES OR WHEELS, ALTERATION TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER, THE FAILURE OF ANY PART NOT COVERED BY THIS CONTRACT, ACCIDENTAL LOSS;
2. ANY MECHANICAL BREAKDOWN CAUSED BY ACCIDENTS, COLLISION, UPSET DAMAGE, FALLING OBJECTS, THEFT, LARCENY, EXPLOSION, LIGHTNING, EARTHQUAKES, FIRE, WINDSTORMS, HAIL, WATER, FLOODS, SUBFREEZING TEMPERATURE, MALICIOUS MISCHIEF, VANDALISM, CIVIL COMMOTION, RIOTS, WARS;
3. THE REPAIR OR REPLACEMENT OF A COVERED PART BY ANY MANUFACTURER WARRANTY OR FOR ANY OTHER COVERAGE OR OTHER REASON THE MANUFACTURER, IMPORTER, DISTRIBUTOR, SELLER OR REPAIRER OF THE VEHICLE WILL REPAIR OR REPLACE THE PART AT ITS EXPENSE OR AT A REDUCED COST;
4. ANY INVOICE PRESENTED TO FWS FOR PAYMENT FOR PARTS OR SERVICES NOT COVERED BY THIS CONTRACT;
5. ANY FUTURE CLAIM IF AFTER PURCHASE YOUR VEHICLE'S ODOMETER HAS BEEN ALTERED, DISCONNECTED, IS RENDERED INOPERABLE, OR IF THE ACTUAL MILEAGE SINCE PURCHASE CANNOT BE DOCUMENTED, OR REASONABLY BE ESTIMATED;
6. ANY CLAIM IF YOUR VEHICLE IS USED FOR COMPETITIVE DRIVING OR RACING, CARRIAGE OF PASSENGERS FOR HIRE, COMMERCIAL DELIVERY, RENTAL PURPOSES, TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER;
7. ANY MECHANICAL BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, IMPROPER TOWING, LACK OF MAINTENANCE;
8. ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, SLUDGE, RESTRICTED OIL FLOW;
9. THE NEED TO REPAIR OR REPLACE A COVERED PART ARISING OR RESULTING FROM THE USE OF YOUR VEHICLE OUTSIDE OF THE UNITED STATES, ITS TERRITORIES OR POSSESSIONS OR CANADA;
10. HAZARDOUS WASTE DISPOSAL CHARGES, STORAGE, ADJUSTMENTS, FREIGHT CHARGES, SHOP SUPPLIES, CORRECTION OF RATTLES/SQUEAKS/WIND NOISE/ ODORS/ WATER LEAKS;
11. ANY CONSEQUENTIAL, SECONDARY DAMAGES OR UNREASONABLE COSTS THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A PART;
12. LIABILITY FOR DAMAGE TO PROPERTY, INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE WHETHER OR NOT RELATED TO THE COVERED PARTS;
13. ANY PART THAT IS NOT SPECIFICALLY LISTED AS COVERED UNDER COVERAGE SELECTED, INCLUDING: BRAKE LININGS, BRAKE DRUMS AND ROTORS, DISC BRAKE PADS, ABS COMPONENT PARTS, STANDARD TRANSMISSION CLUTCH COMPONENTS, SHOP SUPPLIES, AIR BAGS, SOLAR POWERED DEVICES, HINGES, GLASS, LENSES, SEALED BEAMS, TRIM, MOLDINGS, DOOR HANDLES, LOCK CYLINDERS, TIRES, BATTERIES, LIGHT BULBS, UPHOLSTERY, PAINT, BRIGHT METAL, HEADBOLTS, EXHAUST SYSTEM, SHOCK ABSORBERS, RUST AND RUST DAMAGE, AUDIO, SECURITY OR OTHER SYSTEMS NOT FACTORY INSTALLED, WORK SUCH AS FRONT-END ALIGNMENT OR WHEEL BALANCING, CONSTANT VELOCITY JOINT BOOTS, SAFETY RESTRAINT SYSTEMS, CELLULAR PHONES, TELEVISION/ VCR, ELECTRONIC TRANSMITTING DEVICES, RADAR DETECTIVES, APPLIANCES, NAVIGATION/NEAR OBJECT AVOIDANCE SYSTEMS, VINYL AND CONVERTIBLE TOPS;
14. BURNED VALVES, WORN RINGS, THE CORRECTION OF OIL CONSUMPTION, ANY REPAIRS FOR REDUCTION IN ENGINE EFFICIENCY THAT MUST BE PERFORMED ON YOUR VEHICLE;
15. ANY MAINTENANCE ON YOUR VEHICLE;
16. ANY PERSONAL EXPENSES (EXCEPT WHERE NOTED UNDER TRAVEL BREAKDOWN) ARISING BECAUSE YOUR VEHICLE IS NOT AVAILABLE FOR YOU TO USE.
17. DAMAGES CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION).

HOW TO MAKE A CLAIM: When repairs are required, if possible, return **YOUR** vehicle to the dealer that sold it to **YOU**. If **YOU** cannot return **YOUR** vehicle to **YOUR** selling dealer, **YOU** must telephone FWS at 1-800-327-5172 during normal working hours to receive instructions. If **YOU** do not follow **OUR** instructions, **WE** are not obligated to reimburse **YOU** for the cost of any repairs. Authorization must be obtained from FWS prior to having **YOUR** vehicle repaired, except as noted in #4 below. **WE** reserve the right to inspect any vehicle before authorization of any repairs. In order to make a claim under this contract **YOU** must:

1. Have **YOUR** vehicle serviced according to the maintenance schedule provided in the Manufacturer's Owner's Manual. **YOU** must keep original copies of all repair orders, invoices and receipts from the performed services and maintenance and present the originals at the time a claim is made;
2. Use all means to protect **YOUR** CAR FROM FURTHER DAMAGE IN THE EVENT OF A MECHANICAL BREAKDOWN. WITHOUT LIMITING THIS GENERAL RULE, SPECIFICALLY **YOU** MUST STOP THE VEHICLE IMMEDIATELY AND HAVE IT REPAIRED BEFORE DRIVING IT FURTHER;
3. Provide "teardown authorization" when requested by **US**, so that the repair facility can provide an accurate diagnosis and estimate of repairs. **IMPORTANT: THIS CONTRACT DOES NOT PAY FOR DIAGNOSTIC CHARGES;**
4. In the event of an emergency situation that occurs and FWS cannot be reached, the contract holder can proceed with repairs, but payment will be in accordance with the other provisions of this contract. **IF YOU DO NOT FOLLOW OUR INSTRUCTIONS, WE ARE NOT OBLIGATED TO REIMBURSE YOU FOR THE COST OF ANY REPAIRS;**
5. Submit a claim for reimbursement to **US** along with all required documents within 30 days of authorization;
6. Retain all replaced parts until **YOUR** claim is settled, as **YOU** may be required to submit these parts for inspection;
7. Surrender the appropriate Car Care Coupon to the Participating Dealer.

Failure to comply with the responsibilities outlined above may result in the denial of **YOUR** claim. If **YOU** have any questions which cannot be answered by **YOUR** selling dealer please contact FWS.

PAYMENTS: YOUR repairing dealer should perform authorized repairs covered under this contract without charge to **YOU** for such repairs. If the repairing dealer does charge **YOU** for authorized repairs covered under this contract, submit copies of all invoices and receipts pertaining to the authorized repairs along with a copy of the front page of this contract to: FWS, P.O. Box 8567, Deerfield Beach, Florida 33443.

OUR OPTIONS: FWS may pay for or reimburse for the repair or replacement of any part covered by this contract. Replacement parts will be of like kind and quality that existed in the vehicle at the instant prior to the most recent loss.

LIMITS OF LIABILITY: For any one repair visit, all benefits paid or payable shall not exceed the Actual Cash Value of **YOUR** vehicle at the instant prior to the most recent loss. The aggregate total of all benefits paid or payable during the term of this contract shall not exceed the price **YOU** paid for your vehicle. The payment for or reimbursement for repair or replacement of covered parts and the benefits stated under RENTAL CAR COVERAGE, TOWING COVERAGE, TRAVEL BREAKDOWN, FLUIDS AND THERMOSTAT COVERAGE, OPTIONAL ROAD HAZARD TIRE COVERAGE, and OPTIONAL CAR CARE SERVICE PLAN are the only remedies available to a contract holder. **WE** assume no other obligation or responsibility with regard to the vehicle. **WE** neither assume, nor authorize anyone to assume for **US**, any additional liability.

INSURANCE: This is not an insurance policy, however, **OUR** obligations under this service contract are guaranteed by Courtesy Insurance Company, 120 N.W. 12th Avenue, Deerfield Beach, FL 33442. **YOU** may file a claim with the insurance company directly. To do so, please call the following number for instructions: 1-800-298-8011.

GENERAL:

1. THE TERMS AND CONDITIONS OUTLINED ABOVE ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENT SHOULD BE RELIED UPON BY THE PURCHASER.
2. If it is not clear which term/mileage or coverage plan has been purchased, **YOU** should contact FWS or **YOUR** Selling Dealer.
3. This contract will be governed by the laws of the state in which it is sold.
4. No amendment, supplement, or waiver of any provision of this contract will be binding against **US** unless it is in writing and signed by one of the authorized representatives at **OUR** home office.
5. **WE** may delegate the performance of **OUR** duties and obligations and assign **OUR** rights and benefits hereunder.
6. **OUR** right to recover payment: If **WE** make any payment under this contract and **YOU** have a right to recover against another party, **YOUR** rights shall become **OUR** rights and **YOU** shall do whatever is necessary to enable **US** to enforce these rights. **OUR** subrogation rights become effective after **YOU** are made whole.