



# CAREFREE CAR PROTECTION®

A-231  
01/01

## MECHANICAL FAILURE SERVICE CONTRACT USED VEHICLE COVERAGE

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

### SERVICE CONTRACT INFORMATION

	TERM / MILEAGE		COVERAGE	OPTIONS
PURCHASE DATE	12 MONTHS <input type="checkbox"/>	12,000 MILES <input type="checkbox"/>	<input type="checkbox"/> POWERTRAIN (PTR)	<input type="checkbox"/> \$250 DEDUCTIBLE (ZTF)
	24 MONTHS <input type="checkbox"/>	24,000 MILES <input type="checkbox"/>	<input type="checkbox"/> SILVER (PUS)	<input type="checkbox"/> \$50 DEDUCTIBLE (Z50)
	36 MONTHS <input type="checkbox"/>	36,000 MILES <input type="checkbox"/>	<input type="checkbox"/> GOLD (PUG)	<input type="checkbox"/> ROAD HAZARD TIRE COVERAGE* (HTC)
	48 MONTHS <input type="checkbox"/>	48,000 MILES <input type="checkbox"/>		

\*(NOT AVAILABLE ON 4X4 VEHICLES)

### SERVICE CONTRACT HOLDER INFORMATION

FIRST NAME		LAST NAME	
ADDRESS	CITY	STATE	ZIP
(AREA CODE) TELEPHONE NUMBER	<i>YOU 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.</i>		DATE
SIGNATURE		NOTICE TO SERVICE CONTRACT HOLDER: You are required to obtain authorization prior to beginning any repairs covered by this Service Contract.	

### OPTIONAL CAR CARE SERVICE PLAN INFORMATION

SEE OWNERS MANUAL FOR COMPLETE LISTING OF FULL FACTORY RECOMMENDED SERVICES

I hereby acknowledge the purchase of Optional Car Care Service Plan.

Signature \_\_\_\_\_

PURCHASE DATE	CAR CARE PURCHASE PRICE	SERVICE INTERVALS - SERVICE DUE EVERY:			
		3,000 MILES MN3	3,750 MILES MNP	5,000 MILES MN5	7,500 MILES MNV
TERM AND MILEAGE (MONTHS / MILES)  CHECK ONE		24/30,000 <input type="checkbox"/>		24/30,000 <input type="checkbox"/>	
		36/36,000 <input type="checkbox"/>	36/37,500 <input type="checkbox"/>	36/35,000 <input type="checkbox"/>	36/37,500 <input type="checkbox"/>
		36/45,000 <input type="checkbox"/>		36/45,000 <input type="checkbox"/>	
		48/48,000 <input type="checkbox"/>	48/52,500 <input type="checkbox"/>	48/50,000 <input type="checkbox"/>	48/52,500 <input type="checkbox"/>
		60/60,000 <input type="checkbox"/>	60/60,000 <input type="checkbox"/>	60/60,000 <input type="checkbox"/>	60/60,000 <input type="checkbox"/>

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

ADMINISTERED BY:

# FIDELITY WARRANTY SERVICES, INC.

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

FLORIDA LICENSE NO. 60026

The following **BOLD** print appearing throughout this Service Contract has the following meanings: "**YOU**" and "**YOUR**" mean the customer named as Service Contract Holder on the front of this Service Contract. "**WE**", "**US**" and "**OUR**" refer to the Selling Dealer on the front of this Service Contract.

**PARTIES TO THIS SERVICE CONTRACT:** This Service Contract is between **YOU** and **US**. **WE** have appointed Fidelity Warranty Services, Inc. ("FWS") as the authorized administrator of this Service Contract. FWS in any way neither assumes nor has any liability whatsoever for the obligations of this Service Contract.

**SERVICE CONTRACT PERIOD:** Coverage under this Service Contract begins on the “Purchase Date” shown on the front of this Service Contract and expires according to the Term or Mileage of the plan selected, whichever occurs first. Plan expiration is measured in Term/Mileage from the “Purchase Date” and “Current Odometer Reading”.

**SERVICE CONTRACT COVERAGE:** In the event of Mechanical Breakdown of a Covered Part, **WE** agree to make repairs or reimburse **YOU** for the cost of parts and labor, 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 Mechanical 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 Service Contract and the payments due under the Other Coverage. This Service 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 Service Contract. The coverage plan that applies to **YOUR** vehicle is determined by which box has been checked on the front of this Service Contract.

**USED VEHICLE COVERED PARTS  
POWERTRAIN COVERAGE PLAN**

**ENGINE:** Engine block and cylinder heads and all internally lubricated parts including pistons, piston rings, pins and cylinder sleeves; crankshaft, pulley, mainbearings, caps and bolts; connecting rods, rod bearings, caps and bolts; camshaft(s), camshaft bearings, buttons and plugs; timing gears and timing chain or belt; rocker arms, rocker arm pivots, shafts and bushings; intake and exhaust valves, springs, guides, adjusters, retainers and seats; pushrods and lifters; intake manifold and exhaust manifolds; balance shaft; water pump; fuel pump; thermostat; oil pump, cover, gears, pressure relief valve and screen; rotor housing, rotors, shims and silent shaft; all internal fasteners, nuts and bolts; seals and gaskets.

**TRANSMISSION/TRANSAXLE:** Transmission/Transaxle case and all internally lubricated parts including ring and pinion gears; oil pump, cover, gears, housing and vanes; torque converter; valve body(s); throttle valve; valve pack; governor, gear and cover; parking gear and pawl; roll pins; sprags; sprockets; chain; springs;

stator and shaft; pressure regulator valve; pressure switches; solenoids; bands; automatic transmission/transaxle clutch, drums, pistons and steel plates; planetary and sun gears; servos and rings; blockers; synchronizer hubs and keys; bearings; bushings; supports and shafts; control rings; yoke; extension housing; speedometer drive gears; accumulators and rings; adjusters; all internal fasteners, nuts and bolts; shift cover and forks; seals and gaskets. **(STANDARD TRANSMISSION CLUTCH ASSEMBLIES AND ALL COMPONENT PARTS ARE NOT COVERED.)**

**DRIVE AXLE:** Differential/axle housing(s) and all internal parts contained within the differential/axle housing(s) including the axle flange; ring and pinion gear/carrier assembly; spider gears and bearings; pins; retainers; positraction clutches, plates and springs; cover. Transfer case and all internal parts contained within the transfer case. Seals and gaskets.

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

**STEERING:** Steering gear housing and internal parts including control rings, valves, pinion shaft, pitman shaft, worm shaft and gear, sector shaft, bearings, adjusters; rack and pinion housing and internal parts including control valve, rack bellows, mounts, rack shaft and yoke, spool valve, bearings; power steering pump and internal parts including housing, reservoir, shaft and vanes; pump mounting brackets; seals and gaskets.

**BRAKES:** Master cylinder; vacuum or hydraulic brake booster assembly; hydraulic lines and fittings; brake pedal apply pin; seals and gaskets. **(ABS COMPONENTS NOT COVERED).**

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

**ENGINE:** Oil pan; valve, timing and side covers; thermostat housing; water pump pulley; turbocharger/supercharger assembly including boost valve and wastegate; engine mounts; harmonic balancer; flexplate/flywheel and ring gear.

**TRANSMISSION:** Detent cable; kickdown link; TVI/throttle cable; vacuum modulator; transmission mounts.

**DRIVE AXLE:** Constant velocity joints; slip joint; front wheel drive axles/halfshafts and wheel bearings; u-joints; couplings; flex disc; propshafts; center support bearings.

**STEERING:** Tie rods, idler and pitman arms, center/drag link, coupling and shafts; cooler lines.

**BRAKES:** Compensator or proportioning valve and metering valve; Calipers, piston, seal and dust boot; wheel cylinders, cups, seals, spring and dust boots; backing plate; brake adjusters; brake pedal, pedal lever and pedal pivot. **(ABS COMPONENTS NOT COVERED).**



**\*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 covered 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 Service 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 this Service 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:**

**POWERTRAIN & SILVER- YOU will be allowed up to \$20 per day for a maximum of five days**

**GOLD - YOU will be allowed up to \$25 per day for a maximum of ten days**

Coverage is provided for car rental expense incurred if a covered Mechanical Breakdown renders YOUR vehicle inoperative and requires YOUR vehicle to be in a shop overnight for repairs. 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 Service 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 Part, 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 \$375 per occurrence. Reimbursement is limited to downtime repairs and ends at the time of repair completion.

**DIAGNOSTICS COVERAGE:** WE will pay for reasonable, necessary and customary diagnostic charges incurred in conjunction with a covered repair, not to exceed the labor time listed in a nationally recognized parts and labor guide. Diagnostic time will not be paid for those conditions where the proper repair is readily apparent to the normal senses of sight, touch, smell and/or sound.

**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. This coverage does not apply to shop supplies.

**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 Road Hazard Tire Coverage box on the front of this Service Contract is checked. Coverage ends when the lowest tread depth reaches 3/32" or when this Service Contract terminates, whichever comes first. OUR payment for tire replacement will be pro-rated 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 Road Hazard Tire Coverage.

**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 Service 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.

**TRANSFER:** YOU may transfer this Service Contract to another owner but not to another vehicle. To transfer this Service 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 Service Contract; (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 Service 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 Service 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 Service 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 Service Contract. If the same Covered Part previously repaired under this Service Contract fails again, the deductible will be waived.

**CANCELLATION:** This Service Contract may be cancelled by YOU at any time. To cancel, YOU must return this Service Contract to YOUR Selling Dealer. If YOU cancel during the first 60 days, a 100 percent refund of the Service Contract Price will be made less a \$50 administration fee. After 60 days, a pro-rata refund will be made based upon the greater of the time or mileage expired, less a \$50 administration fee. In the event of cancellation, YOU authorize the Lienholder to receive any refund amounts. In the event of a total loss or repossession, Lienholder is authorized to cancel this Service Contract and Lienholder will be named as sole payee for any refund amounts and all rights and interests under this Service Contract will immediately transfer to the Lienholder. This Service Contract is non-cancellable by US except for fraud, material misrepresentation, or failure to pay the Service Contract Price due. If Optional Car Care Service Plan is selected, no refund will be made without surrendering all unused coupons.

**STATE AMENDMENTS:** If this Service Contract is purchased in any of the following states, the applicable amendments will apply:

**California:** This Service Contract may be cancelled by YOU at anytime. To cancel, YOU must return this Service Contract to YOUR Selling Dealer. If YOU cancel during the first 60 days, a 100 percent refund of the Service Contract Price will be made. After 60 days, a pro-rata refund will be made based upon the greater of the time or mileage expired less an administration fee of \$25 or 10 percent of the unearned pro-rata Service Contract Price, whichever is less.

**New Hampshire:** WE cannot cancel this Service Contract except for fraud, material misrepresentation or failure to pay for this Service Contract on YOUR part. WE will give YOU at least sixty (60) days notice of cancellation. Cancellation and transfer fees are removed.

**New York:** If this Service Contract is cancelled by YOU during the first ten days, no administration fee will be charged. A 10 percent penalty will be applied to any refund that is not paid within 30 days of the return of this Service Contract to US. If WE cancel, WE will give YOU at least fifteen (15) days notice of cancellation and state the effective date and reason for cancellation.

**Vermont:** If this Service Contract is cancelled by YOU during the first 20 days, no administration fee will be charged.

**EXCLUSIONS FROM COVERAGE:** This Service 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 Service 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 services not performed as described at the time of authorization;
5. Any claim if **YOUR** vehicle's odometer, since the Purchase Date, has been altered, disconnected, is inoperable, or actual mileage cannot be documented, or reasonably be estimated;
6. Any claim if **YOUR** vehicle is used for competitive driving or racing, police or emergency service, principally off-road use, snow removal, 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, overheating, 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 or freight charges, adjustments, core charges, shop supplies, and 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 the coverage selected, including, but are not limited to: brake linings, brake drums and rotors, disc brake pads, ABS component parts, standard transmission clutch components, 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, freeze plugs, 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 (except for those specifically listed under Silver or Gold Coverage), radar detectors, appliances, navigation/near object avoidance systems, vinyl and convertible tops;
14. Burnt 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, unless Optional Car Care Service Plan is selected;
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 **YOUR** Selling Dealer. 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. **WE** reserve the right to inspect any vehicle before authorization of any repairs. In order to make a claim under this Service 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;
4. In the event of an emergency situation that occurs and FWS cannot be reached, the Service Contract Holder can proceed with repairs, but payment will be in accordance with the other provisions of this Service Contract.
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 Service Contract without charge to **YOU** for such repairs. If the Repairing Dealer does charge **YOU** for authorized repairs covered under this Service Contract, submit copies of all invoices and receipts pertaining to the authorized repairs along with a copy of the front page of this Service 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 Service Contract. **Replacement parts utilized in covered repairs will be, at the discretion of FWS, new or remanufactured OEM parts, new or remanufactured aftermarket parts or used parts that meet the quality standards of the repair facility or FWS.**

**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 Service 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 benefit stated under RENTAL CAR COVERAGE, TOWING COVERAGE, TRAVEL BREAKDOWN, FLUID COVERAGE, OPTIONAL ROAD HAZARD TIRE COVERAGE, and OPTIONAL CAR CARE SERVICE PLAN are the only remedies available to a Service 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:** **OUR** obligations under this Service Contract are insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157-6596. **YOU** may file a claim with the insurance company directly. To do so, please call 1-800-426-7517.

**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 **YOUR** Selling Dealer or **US**.
3. This Service 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 Service 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 Service 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.