[A STOCK INSURANCE COMPANY] (Herein called "We", "Us", and "Our")

Administrative Office: 1597 Cole Boulevard Suite 200 Lakewood, CO 80401 888-874-8747 Home Office: 260 Interstate North Circle, SE Atlanta, GA 30339

ASSURED MECHANICAL BREAKDOWN INSURANCE PROGRAM

INDIVIDUAL POLICY

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I. INSURING AGREEMENT

STANDARD GUARANTY INSURANCE COMPANY (hereinafter referred to as the "Company") agrees to pay on behalf of or reimburse **You** for reasonable authorized costs to repair or replace any **Covered Part** payable under the terms set forth in this **Policy** in return for the premium charged, and in compliance with all applicable provisions of this **Policy**, Declarations, Coverage Section, and any Endorsement which are attached and forms a part of this **Policy**.

II. DEFINITIONS

The following terms have specific meanings and appear in bold face type throughout this **Policy**:

- A. **Policy** means this Mechanical Breakdown Insurance Policy, as printed on the Declarations, which **You** have purchased from **Us** to protect **Your Vehicle** described on the Declarations.
- B. Administrator means the entity identified on the Declarations that administers this **Policy** on **Our** behalf.
- C. **Breakdown** means the failure of a **Covered Part** under normal service and usage of the **Vehicle**. A **Covered Part** has failed when it can no longer perform the function for which it was designed solely because of its condition.

D. You, Your means the person identified as such on the Declarations.

E. Claim means a demand by You for benefits under this Policy.

- F. **Covered Part** means a part listed in the Covered Parts section of the Coverage Section of this **Policy**.
- G. **Deductible** means the amount **You** are required to pay, as shown on the Declarations, toward the total cost for the repair or replacement of **Covered Parts** per **Claim**.
- H. In-Service Date means the date the Vehicle was first put into service when it was new, or if the Vehicle is new but has never been in service, the date the Vehicle was purchased. The In-Service Date is required for all Wrap Coverage Plans. If the In-Service Date is unavailable or is otherwise not shown on the Declarations, July 1 of the Vehicle model year will be the default date.
- I. **Repair Facility** means a licensed repair facility authorized by the **Administrator** to perform repair services covered under this **Policy**.
- J. Vehicle means the Vehicle described on the Declarations that is covered under this Policy.

III. LIMITS OF LIABILITY

- A. Per repair visit our liability for any one (1) repair visit shall in no event exceed the actual cash value of Your Vehicle at the time of said repair visit. Actual Cash Value means the National Auto Dealers Association (N.A.D.A.) Official Use Car Guide® published average value of Your Vehicle for Your region, taking age, condition and mileage into consideration.
- B. Aggregate Limit: Our liability with respect to the total of all benefits paid or payable while this **Policy** is in force shall not exceed the lesser of:
 - (1) The Vehicle Purchase Price, as shown on the Declarations; or
 - (2) The NADA retail value of the Vehicle at the time of the current repair.

IV. POLICY PERIOD

Coverage under this **Policy** will expire on the Expiration Date or when the **Vehicle** reaches the specified Expiration Odometer Mileage, whichever occurs first, as shown on the Declarations. **Policy** expiration is determined as follows:

- A. **New Coverage Plan:** Coverage in both time and miles begins on the **Policy** Effective Date. This **Policy** will expire according to the time or mileage of the plan **You** selected whichever occurs first, as shown on the application.
- B. Used Coverage Plan: Coverage in both time and miles begins on the Policy Effective Date. This Policy will expire according to the time or mileage of the plan You selected whichever occurs first, as shown on the application.
- C. Wrap Coverage Plan: Coverage in both time and miles on the In-Service Date. This Policy will expire according to the time or mileage of the plan You selected whichever occurs first, as shown on the application.

V. DEDUCTIBLE

We will pay the portion of the expense for a covered repair that is in excess of the **Deductible** selected by **You**, as shown on the Declarations.

VI. EXCLUSIONS

This **Policy** does not provide coverage:

- A. For **Breakdowns** occurring within the coverage period and not reported within twenty-four (24) hours of the **Policy** expiration date;
- B. For repair costs or expenses if the odometer of the **Vehicle** has broken or becomes inoperable or unreliable for any reason and odometer repairs were not made immediately at the time of failure, or if the odometer has been tampered with, disconnected or altered in any way;
- C. For repair costs or expenses if the **Vehicle** has been used for the following purposes: police or law enforcement services, fire, ambulance or emergency services, taxi, limousine or shuttle services, pick-up, racing, rental services, construction, security services, snow removal or snow plowing, cable or line installation, or hauling for hire, or if the **Vehicle** has been used for hauling trailers in excess of the manufacturer's rated capacity or hauling trailers without suitable equipment, or if the manufacturer's specifications for **Vehicles** used to pull trailers are not followed;
- D. For repair costs or expenses if You cannot provide to the Administrator, if requested, accurate records proving that the You has maintained the Vehicle in accordance with the manufacturer's specifications and instructions, or if the Breakdown is the result of any mechanical or electrical alterations that have been made to the Vehicle, including, but not limited to, the use of oversized tires, installation of header pipes, lift kits, or the removal of any emission control parts system;
- E. For repair costs or expenses if the repair is still covered by the manufacturer's warranty or covered by a recall or special policy by the manufacturer;
- F. For repair costs or expenses if the **Vehicle** has been abused or neglected, or any part of it has been subject to alteration or accident, or for any accidental loss, or damage resulting from collision or upset, falling missiles or objects, fire, theft, arson, explosion, lightning, earthquake, windstorm, ice, hail, water, flood, malicious mischief, vandalism, riot or civil commotion, or if the **Vehicle** is a total loss, has been repossessed or is the subject of a repossession action, or from any other cause whatsoever, except as outlined in this **Policy**;
- G. For liabilities for damage to property or for injury to or death of any person arising out of the operation, repair, maintenance or use of the Vehicle, whether or not related to any Covered Part, or for consequential losses or damage, including, but not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience, or commercial loss resulting from the operation, maintenance and/or use of the Vehicle, unless specifically covered herein;
- H. For any mechanical problems or conditions that existed prior to the purchase of this **Policy** or for repair costs or expenses if a **Breakdown** is directly or indirectly caused by overheating of any **Covered Part** or non-covered part or by the failure of the **You** to maintain proper qualities or levels of coolants or lubricants, or breakdowns resulting from continued operation in a failed condition;

- I. For repairs to any part that has not suffered a **Breakdown** or if the wear on that part has not exceeded the published field tolerances allowed by the manufacturer, or for repair costs not necessary to correct a **Breakdown**; oil consumption; or for damages or any loss resulting from faulty or negligent auto repair work or from the installation of defective parts;
- J. For repairs to a **Covered Part** if the failure of the **Covered Part** was caused by the action or inaction of a non-covered part;
- K. If the **Vehicle** has been titled branded as salvaged, junked, re-built, totaled, flooddamaged, or lemon; or
- L. For any of the following parts, services or loss caused by: Hybrid vehicle batteries or Ultracapacitors, Brake pads, shoes, rotors, drums; manual clutch assembly, manual clutch pedal, disc, pressure plate and throw-out bearing; tune up, battery, battery cables, air filters; oil filter; coolants, fluids, if not in connection with a covered repair; fuses and circuit breakers, nuts, bolts and fasteners, spark plugs, plug wires, glow plugs, core plugs, freeze plugs, drive belts, rubber hoses, all emission components, manual and hydraulic linkages, exhaust pipes, catalytic converter, EGR valve, mufflers, resonators; alignments, wheel balancing, shock absorbers, tires, wheels and covers; contamination of any kind, corrosion, rust, hazardous waste removal, carbon build up, sludge ; sealed beams, light bulbs, lenses, non-factory installed audio systems and disc players; car phones, body parts, bright metal parts, rubber moldings, weather strips, metal, glass, plastic, trim, upholstery, vinyl top, wiper blades, wiper arms, carpet, cup holders, normal maintenance items or services; rattles, water leaks, wind noises, any non-factory installed parts, convertible top, safety restraint systems (seat belts, air bags, driver side airbags and associated steering wheel components), or any part thereof; and charges for shop supplies.

VII. GENERAL PROVISIONS

A. Action Against Us:

No action shall lie against **Us** unless, as a condition precedent thereto, **You** shall have fully complied with all of the terms of this **Policy**.

B. Amendments / Changes:

The terms of this **Policy** may not be amended or changed, except by written endorsement signed by **Our** duly authorized representative. Notice to any of **Our** agents or knowledge possessed by any of **Our** agents or by any other person shall not affect a waiver or change in any part of this **Policy** or stop **Us** from asserting any right under the terms of this **Policy**.

C. Assignment by You:

You may assign this **Policy** to someone whom **You** sell or transfer the **Vehicle** to while this **Policy** is in force, if certain conditions are met. **You** may not assign this **Policy** if the **Vehicle** is sold or traded (retail or wholesale) to an automobile dealer or automotive wholesaler.

A completed transfer and a fifty dollar (\$50) transfer fee must be submitted to the **Administrator** within thirty (30) days of a change in ownership, along with the following:

1. A notarized copy of the documentation showing change of title and current odometer mileage; and

- 2. Proof of maintenance as recommended by the manufacturer; and
- 3. If the manufacturer's warranty requires a transfer, a copy of the completed transfer form.

The requisite transfer form may be obtained from the **Administrator**. Transfers are subject to approval by the **Administrator**. In the event the transfer form, fee, and required documentation are postmarked after thirty (30) days of the change in ownership, then this **Policy** will be deemed NON-TRANSFERABLE.

You are responsible for the transfer and payment of applicable transfer fees to retain all manufacturers' warranties available on the **Vehicle**. Failure to transfer the manufacturer's warranty can result in non-payment of a **Claim** if the manufacturer's warranty would normally have been in effect if the transfer had been made.

D. Cancellation:

Cancellation of **Your Policy**

- 1. You may cancel this Policy at any time by:
 - a. Returning to the Seller to complete and sign the cancellation forms.
 - b. Mailing written notice to the Seller/Lessor of **Your** desire to cancel the **Policy**.

A notarized odometer statement indicating the odometer reading at the date of the request will be required. The request for cancellation must be made no later than forty-five (45) days of the date that the cancellation is to become effective (except in the case of repossession, stolen or totaled **Vehicles**). The **Administrator** may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at time of incident.

- 2. We may cancel, at any time if:
 - a. Your Vehicle is totaled or is repossessed.
 - b. **Your Vehicle's** odometer is disconnected or altered or the true and actual miles cannot be determined.
 - c. Your Vehicle is used in a manner not covered by the **Policy**, including **Vehicle** modifications not recommended by the manufacturer.
 - d. The charge for the **Policy** is not paid.
 - e. You employed intentional misrepresentation in obtaining the Policy.
 - f. You employed intentional misrepresentation in the submission of a Claim.
 - g. Your Vehicle does not have a valid manufacturer VIN.
 - h. **Your Vehicle's** title is branded as salvage, junk, rebuilt, totaled or flood damaged, or is a manufacturer buyback.
 - i. Your Claim aggregate has reached the original Vehicle Purchase Price.

Notice of such cancellation will be delivered to **You** by registered mail. The notice of cancellation will state one of the above mentioned basis of cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.

E. Lienholder Cancellation:

If **Your Vehicle** and this **Policy** have been financed, the lienholder shown on the Application may cancel this **Policy** for default of the loan agreement or if **Your Vehicle** is declared a total loss due to accident or theft or is repossessed. In such

event, immediate notification and submission of documents to the **Administrator** is required.

F. Refund Calculation:

If this **Policy** is cancelled within the first sixty (60) days from the effective date and no **Claims** have been filed, **We** will refund the entire **Policy** charge paid. If this **Policy** is cancelled after the first sixty (60) days or a **Claim** has been filed, **We** will refund an amount of the **Policy** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less a fifty dollar (\$50.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

G. Liberalization: If We adopt any revision which would broaden the coverage under this **Policy** without additional premium within sixty (60) days prior to or during the coverage period, the broadened coverage will immediately apply to this **Policy**.

H. Conformity to Statute:

Any provision of this **Policy** that which is in conflict with the laws of the state wherein this **Policy** is effective is hereby amended to conform to the minimum requirements of such law.

I. Entire Agreement:

This **Policy** constitutes the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior documents and understandings.

J. Maintenance Requirements and Service History:

You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual for Your Vehicle.

NOTE: Your Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the normal or severe maintenance schedule that applies to Your conditions. Failure to follow the manufacturer's recommendations that apply to **Your** specific conditions may result in the denial of Coverage. It is required that You retain "Proof" of maintenance for the service and/or repair work performed on Your Vehicle, regardless if work was performed by You or a licensed Repair Facility. "Proof" means repair orders from a licensed Repair Facility and/or a selfmaintained maintenance log that has corresponding "purchase receipts" for oil and filter, coolant and brake system flush, etc. A self-maintained log without corresponding "purchase receipts" is not acceptable "Proof" of maintenance. Repair orders from a licensed Repair Facility must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, Vehicle identification number, date, Vehicle mileage, Your name and signature, licensed Repair Facility name, address and phone number, repair totals, **Deductible(s)** (if applicable), and method of payment to satisfy the repair order. The Administrator for related repairs may request "Proof" of maintenance and/or Your self-maintained log with corresponding original receipts.

K. Other Insurance:

If at the time of loss hereunder there is other insurance or a warranty or service contract which covers the **Vehicle**, in the name of, or for **Your** benefit, this **Policy** shall be considered as excess insurance and shall not apply to nor contribute to the payment of any loss until all such other insurance, warranty or service contract shall have been exhausted.

L. Representations:

By acceptance of this **Policy**, the **You** agree that all statements contained in the Declarations are complete and accurate and are **Your** agreements and representations, and that this **Policy** is issued in reliance upon the truth of such representations.

M. Rights of Recovery and Subrogation:

If We make any payment under this **Policy**, We shall be subrogated to all of **Your** rights of recovery, to the extent of such payment made, and shall have the right to participate with **You** and any other insurer in the exercise of all of **Your** rights of recovery against any person or organization. **You** shall do nothing to impair or prejudice **Our** rights and shall execute and deliver instruments and papers and do whatever is necessary to assist **Us** in the enforcement of its rights.

All amounts recovered by **You** from third parties for which **You** also received benefits under this **Policy**, shall belong to and be paid to **Us** by **You** up to the total amount of benefits paid by **Us**.

N. Territory:

The benefits provided under this **Policy** are only available for losses and expenses incurred within the United States and Canada. The United States means the fifty (50) United States and the District of Columbia and does not include Puerto Rico, Guam or other territories and possessions.

O. Abandonment: There will be no abandonment to Us of any property.

P. Appraisal:

If **You** and **We** fail to agree on the amount of loss, each of **Us** shall have the right to select a competent and disinterested appraiser within twenty (20) days from the date of disagreement. The appraisers will select an umpire. The appraisers will determine the amount of loss to the umpire. If they do not agree, then each appraiser will submit their amount of **loss** to the umpire. The agreement of any two will determine the amount of **loss**. **You** pay for **Your** appraiser and **We** pay for our appraiser. **We** and **You** shall each share in the expense of the umpire. The Appraisal Condition is voluntary and non-binding.

VIII. CLAIMS PROCEDURES

If **Your Vehicle** incurs a **Breakdown**, **You** must take the following steps to file a claim:

- 1. Prevent Further Damage Take immediate action to prevent further damage. This **Policy** will not cover the damage caused by not securing a prompt repair of the failed component.
- 2. Take Your Vehicle to a licensed Repair Facility.

- 3. Provide licensed **Repair Facility** with a Copy of **Your Policy** and/or **Your Policy** number.
- 4. Obtain Authorization from the Administrator Prior to any repair being made, instruct the Service Manager at the licensed Repair Facility to contact the Administrator to obtain an authorization for the Claim. Any Claim for repairs without prior authorization will not be covered. We can be contacted Monday through Friday, 6:00 a.m. to 5:00 p.m. Mountain Standard Time at 1-888-874-8747. The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Policy. Any additional amount must receive prior approval.
- 5. Authorize Tear-Down and/or Inspection In some cases, You may need to authorize the licensed **Repair Facility** to inspect and/or tear-down Your Vehicle in order to determine the cause and cost of the repair. You will be responsible for these charges if the failure is not covered under this Policy. We reserve the right to require an inspection of Your Vehicle prior to any repair being made.
- 6. Review Coverage After the **Administrator** has been contacted, review with the Service Manager what will be covered by this **Policy**.
- 7. Pay Any Applicable Deductible We will reimburse the licensed Repair Facility or You for the cost of the work performed on Your Vehicle that is covered by this Policy and previously authorized, less any Deductible. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within thirty (30) days to be eligible for payment.
- 8. Proof of Service and/or Repair To obtain payment for a covered repair You, or the licensed Repair Facility must submit a legible copy or original repair order to the Administrator. Repair orders must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, Vehicle identification number, date, Vehicle mileage, Your name and signature, licensed Repair Facility name, address and phone number, repair totals, Deductible (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and/or Your self-maintained log with corresponding receipts, may be requested by the Administrator for related repairs. In addition (if applicable), all related invoices (i.e., towing, rental, sublets, etc.) must accompany the repair order for consideration of Claim reimbursement.

IN WITNESS WHEREOF, **We** have caused this **Policy** to be signed by its President and Secretary and countersigned (where required by law) on the Declarations by a duly authorized representative.

SECRETAR

STANDARD GUARANTY INSURANCE COMPANY [A STOCK INSURANCE COMPANY]

(Herein called "We", "Us", and "Our")

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ASSURED MECHANICAL BREAKDOWN INSURANCE PROGRAM

COVERAGE SECTION

ELITE PLAN

THIS COVERAGE SECTION ATTACHES TO THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF COVERED PARTS

In the event of a **Breakdown** covered by this **Policy**, **We** will pay on behalf of or reimburse **You** for reasonable costs to repair or replace any of the parts listed below, using manufacturer's suggested retail prices and a nationally recognized labor manual, less the **Deductible**, in accordance with the terms and provisions of this **Policy**. The repairs may be completed with new, used or remanufactured parts of like kind and quality commensurate with the age and odometer reading of the **Vehicle** at the time the part or parts failed.

Elite Plan covers all parts of the Vehicle except for the following items:

- Parts listed under the Exclusions section of this Policy
- Parts covered under a manufacturer's warranty, special policy, or recall

Manufacturer's Warranty: If any part is repaired and/or replaced under the manufacturer's warranty covering the **Vehicle**, and those same components are listed in this Schedule of Covered Parts, **We** will reimburse **You** for a portion of the manufacturer's deductible if the manufacturer's deductible exceeds the **Deductible** for this **Policy**. The amount **We** will reimburse will be the actual amount **You** are required to pay under the terms of the manufacturer's warranty less the **Deductible** for this **Policy**.

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ASSURED MECHANICAL BREAKDOWN INSURANCE PROGRAM

EMISSIONS BENEFITS

ENDORSEMENT

THIS ENDORSEMENT ATTACHES TO THE POLICY. PLEASE READ IT CAREFULLY.

In return for an additional premium, the following benefit is added:

EMISSION COVERAGE BENEFIT

In the event a **Breakdown** occurs due to the failure of an emission component (except for catalytic converters, carburetor and exhaust systems), this option provides **Coverage**.

The **Policy** is amended as follows:

Any reference to emissions is deleted under VI. EXCLUSIONS, item L.

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ASSURED MECHANICAL BREAKDOWN INSURANCE PROGRAM

TRIP INTERRUPTION

ENDORSEMENT

THIS ENDORSEMENT ATTACHES TO THE POLICY. PLEASE READ IT CAREFULLY.

In return for an additional premium, the following benefit is added:

TRIP INTERRUPTION COVERAGE BENEFIT

In the event of a covered **Breakdown** which occurs more than one hundred (100) miles from **Your** home and results in a **Repair Facility** keeping the **Vehicle** overnight, **We** will reimburse **You** for receipted motel and restaurant expenses, up to one hundred dollars (\$100) per day for a maximum of three (3) days (total benefit per occurrence of three hundred dollars (\$300).

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ASSURED MECHANICAL BREAKDOWN INSURANCE PROGRAM

24 - HOUR ROADSIDE

ENDORSEMENT

THIS ENDORSEMENT ATTACHES TO THE POLICY. PLEASE READ IT CAREFULLY.

In return for an additional premium, the following benefit is added:

A. 24-HOUR ROADSIDE ASSISTANCE BENEFIT

- Towing and Wrecker Service: In the event the Vehicle becomes disabled due to any mechanical failure which renders the Vehicle inoperable, the Roadside Administrator will arrange to have the Vehicle transported to the nearest qualified repair service facility and will pay up to a maximum of one hundred dollars (\$100) per occurrence for the transportation expenses.
- 2 Flat Tire Change: In the event of a flat tire on the Vehicle, the Roadside Administrator will arrange for a service provider to mount an inflated spare tire provided by You and will pay up to a maximum of one hundred dollars (\$100) per occurrence for the flat tire service call.
- 3. Emergency Gas Delivery Service: In the event the Vehicle runs out of gas, the Roadside Administrator will arrange for a service provider to deliver an emergency supply of gas for the Vehicle and will pay up to a maximum of one hundred dollars (\$100) per occurrence for the gas delivery service, excluding the cost of the gas. You are responsible for the cost of the emergency supply of gas at the time of delivery.
- 4. **Battery Jump Service:** In the event the **Vehicle** will not crank due to a weak or "run-down" battery, the Roadside Administrator will arrange for a service provider to boost or jump-start the battery and will pay up to a maximum of one hundred dollars (\$100) per occurrence for the battery jump service.
- 5 Key Lockout Service: In the event the keys for the Vehicle are lost, broken or accidentally locked in the Vehicle, or the Vehicle has a frozen lock, the Roadside Administrator will arrange for a service provider to unlock the Vehicle and will pay up to a maximum of one hundred dollars (\$100) per occurrence for the locksmith service, excluding the cost of replacement keys. You are responsible for the cost of any replacement keys at the time of service.

B. CLAIMS PROCEDURES:

If Your **Vehicle** requires Road Service or Lockout Service, You must contact the Road Service processing center for prior approval and assistance at 1-866-375-5374 (24 hours a day, 7 days a week).

C. DEDUCTIBLE:

The **Deductible** will not apply to the Additional Benefits or the 24-Hour Roadside Assistance Benefits.

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ASSURED MECHANICAL BREAKDOWN INSURANCE PROGRAM

SUBSTITUTE TRANSPORTATION

ENDORSEMENT

THIS ENDORSEMENT ATTACHES TO THE POLICY. PLEASE READ IT CAREFULLY.

In return for an additional premium, the following benefit is added:

SUBSTITUTE TRANSPORTATION COVERAGE BENEFIT

In the event of a covered **Breakdown** covered by the **Policy**, **We** will pay on behalf of or reimburse **You** for receipted expenses to rent a replacement vehicle from a licensed rental agency, or for alternate public transportation while the **Vehicle** is at a licensed **Repair Facility**, in accordance with the terms and provisions of the **Policy**. Coverage will be provided to **You** on the following basis: **We** will pay the actual expenses, not to exceed fifty dollars (\$50) per day for every eight (8) labor hours, or portion thereof, flat rate labor time from a nationally recognized labor manual, for the labor time authorized to complete the repair, not to exceed two hundred fifty dollars (\$250) for each repair visit. In addition, a maximum of four (4) additional days of rental coverage is available for part(s) delays and/or **Vehicle** Inspection requested by the **Company**. Other delays that are beyond the control of the **Repair Facility** or **Us** are not covered.