



BUSINESS AUTO POLICY

RENEWAL DECLARATION * * EFFECTIVE 01/31/2019		RENEWAL OF POLICY CBA 6355334
ITEM ONE:		CUST # 0000000000 ORIG. INCEP 11/92

POLICY NUMBER	POLICY PERIOD FROM TO	COVERAGE IS PROVIDED IN THE	AGENCY	P
CBA 6355334 28	01/31/19 01/31/20 AT 12:01AM STD TIME	FIRST INSURANCE COMPANY	0021600	RT

NAMED INSURED AND ADDRESS	AGENT
AOAO WHALER ON KAA NAPALI BEACH C/O DESTINATION MAUI, INC. 380 HUKU LII PLACE STE 206 KIHEI HI 96753	ATLAS INSURANCE AGENCY 1132 BISHOP ST STE 1600 HONOLULU HI 96813

FORM OF BUSINESS: ASSOCIATION
 NAMED INSUREDS BUSINESS: ASSOCIATION

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

THIS POLICY PROVIDES ONLY THOSE COVERAGES WHERE A CHARGE IS SHOWN IN THE PREMIUM COLUMN BELOW. EACH OF THESE COVERAGES WILL APPLY ONLY TO THOSE "AUTOS" SHOWN AS COVERED "AUTOS". "AUTOS" ARE SHOWN AS COVERED "AUTOS" FOR A PARTICULAR COVERAGE BY THE ENTRY OF ONE OR MORE OF THE SYMBOLS FROM ITEM THREE NEXT TO THE NAME OF THE COVERAGE.

COVERAGES	COVERED AUTOS	LIMIT: THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY BODILY INJURY	01	\$1,000,000 EACH PERSON \$1,000,000 EACH ACCIDENT	\$308
PROPERTY DAMAGE	01	\$1,000,000 EACH ACCIDENT	\$257
PERSONAL INJURY PROT	02	STATED ON PIP ENDORSEMENT	\$37
UNINSURED MOTORISTS	02	\$1,000,000 EACH PERSON \$1,000,000 EACH ACCIDENT	\$33
UNDERINSURED MTRST	02	\$1,000,000 EACH PERSON \$1,000,000 EACH ACCIDENT	\$89
PHYSICAL DAMAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE SHOWN	
COMPREHENSIVE	02	SEE ITEM FOUR FOR DEDUCTIBLE FOR EACH COVERED AUTO FOR ALL LOSS EXCEPT FIRE COVERAGES	\$23
COLLISION	02	SEE ITEM FOUR FOR DEDUCTIBLE FOR EACH COVERED AUTO	\$238

THANK YOU FOR LETTING US SERVE YOU

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PREMIUM FOR ENDORSEMENTS \$1,608
 ESTIMATED TOTAL PREMIUM* \$2,593.00

FORMS AND ENDORSEMENTS CONTAINED IN THE POLICY AT ITS INCEPTION-
 TAL0100 0112 , TCA9921 0178 , TCA0001 0180 , FLYR306 1017* , TCC0031 1289 ,
 SAL0143 1017* , FLYR307 1017* , HIL0001 0203 , TCA2386 0106 , TAL0192 0199 ,
 SAL0193 0600 , SCA9937 1280 .

THESE DECLARATIONS TOGETHER WITH THE BUSINESS AUTO POLICY PROVISIONS
 AND ENDORSEMENTS. IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE
 THE ABOVE NUMBERED POLICY.

REFER TO ITEM THREE FOR DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

*EXPLANATION OF "ESTIMATED TOTAL PREMIUM"

THE ESTIMATED TOTAL PREMIUM FOR THIS POLICY IS BASED ON THE EXPOSURES
 YOU TOLD US YOU WOULD HAVE WHEN THIS POLICY BEGAN. WE WILL COMPUTE
 YOUR FINAL PREMIUM DUE WHEN WE DETERMINE YOUR ACTUAL EXPOSURES. THE
 ESTIMATED TOTAL PREMIUM WILL BE CREDITED AGAINST THE FINAL PREMIUM DUE
 AND YOU WILL BE BILLED FOR THE BALANCE, IF ANY. IF THE ESTIMATED TOTAL
 PREMIUM EXCEEDS THE FINAL PREMIUM DUE, YOU WILL GET A REFUND. TO
 DETERMINE YOUR FINAL PREMIUM DUE, WE MAY EXAMINE YOUR RECORDS AT ANY TIME
 DURING THE PERIOD OF COVERAGE AND UP TO THREE YEARS AFTERWARD. IF THIS
 POLICY IS ISSUED FOR MORE THAN ONE YEAR, THE PREMIUM SHALL BE COMPUTED
 ANNUALLY, BASED ON OUR RATES OR PREMIUMS IN EFFECT AT THE BEGINNING OF
 EACH YEAR OF THE POLICY.

COUNTERSIGNED: 01/30/19
 DATE

BY: 
 (AUTHORIZED REPRESENTATIVE)

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ITEM THREE: DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL DESCRIPTION

01 = ANY AUTO.

02 = OWNED AUTOS ONLY.
 ONLY THOSE AUTOS YOU OWN (AND FOR LIABILITY COVERAGE, ANY TRAILERS YOU DO NOT OWN WHILE ATTACHED TO POWER UNITS YOU OWN). THIS INCLUDES THOSE AUTOS YOU ACQUIRE OWNERSHIP OF AFTER THE POLICY BEGINS.

03 = OWNED PRIVATE PASSENGER AUTOS ONLY.
 ONLY THE PRIVATE PASSENGER AUTOS YOU OWN. THIS INCLUDES THOSE PRIVATE PASSENGER AUTOS YOU ACQUIRE OWNERSHIP OF AFTER THE POLICY BEGINS.

04 = OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS ONLY.
 ONLY THOSE AUTOS YOU OWN WHICH ARE NOT OF THE PRIVATE PASSENGER TYPE (AND FOR LIABILITY COVERAGE, ANY TRAILERS YOU DO NOT OWN WHILE ATTACHED TO POWER UNITS YOU OWN). THIS INCLUDES THOSE AUTOS, NOT OF THE PRIVATE PASSENGER TYPE, YOU ACQUIRE OWNERSHIP OF AFTER THE POLICY BEGINS.

05 = OWNED AUTOS SUBJECT TO NO-FAULT.
 ONLY THOSE AUTOS YOU OWN WHICH ARE REQUIRED TO HAVE NO-FAULT BENEFITS IN THE STATE WHERE THEY ARE LICENSED OR PRINCIPALLY GARAGED. THIS INCLUDES THOSE AUTOS YOU ACQUIRE OWNERSHIP OF AFTER THE POLICY BEGINS PROVIDED THEY ARE REQUIRED TO HAVE NO-FAULT BENEFITS IN THE STATE WHERE THEY ARE LICENSED OR PRINCIPALLY GARAGED.

06 = OWNED AUTOS SUBJECT TO COMPULSORY UNINSURED MOTORISTS LAW.
 ONLY THOSE AUTOS YOU OWN WHICH, BECAUSE OF THE LAW IN THE STATE WHERE THEY ARE LICENSED OR PRINCIPALLY GARAGED, ARE REQUIRED TO HAVE AND CANNOT REJECT UNINSURED MOTORISTS INSURANCE. THIS INCLUDES THOSE AUTOS YOU ACQUIRE OWNERSHIP OF AFTER THE POLICY BEGINS PROVIDED THEY ARE SUBJECT TO THE SAME STATE UNINSURED MOTORISTS REQUIREMENT.

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ITEM THREE (CONT.): DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

- | SYMBOL | DESCRIPTION |
|--------|--|
| 07 = | SPECIFICALLY DESCRIBED AUTOS.
ONLY THOSE AUTOS DESCRIBED IN ITEM FOUR FOR WHICH A PREMIUM CHARGE IS SHOWN (AND FOR LIABILITY COVERAGE, ANY TRAILERS YOU DO NOT OWN WHILE ATTACHED TO ANY POWER UNIT DESCRIBED IN ITEM FOUR). |
| 08 = | HIRED AUTOS ONLY.
ONLY THOSE AUTOS YOU LEASE, HIRE, RENT OR BORROW. THIS DOES NOT INCLUDE ANY AUTO YOU LEASE, HIRE, RENT OR BORROW FROM ANY OF YOUR EMPLOYEES OR MEMBERS OF THEIR HOUSEHOLDS. |
| 09 = | NONOWNED AUTOS ONLY.
ONLY THOSE AUTOS YOU DO NOT OWN, LEASE, HIRE OR BORROW WHICH ARE USED IN CONNECTION WITH YOUR BUSINESS. THIS INCLUDES AUTOS OWNED BY YOUR EMPLOYEES OR MEMBERS OF THEIR HOUSEHOLDS, BUT ONLY WHILE USED IN YOUR BUSINESS OR YOUR PERSONAL AFFAIRS. |

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ITEM FOUR:

SCHEDULE OF COVERED AUTOS YOU OWN

VEH	TER	YR	DESCRIPTION	SERIAL NUMBER	AGE	COST	SYM	CLASS	STATED AMOUNT
012	003	03	FORD F150	2FTRF17253CA17098	6	21578	03199		
VEH	RAD	USE	SIZE	BODILY INJURY	PREM	PROPERTY	DAMAGE	WAGE	
012	LC	COM	L	1M-1M	\$260	LIMIT	PREM	PIP ADDED	LOSS
							\$237	\$37	
VEH	ALTERNATIVE	DEATH	FUNERAL	UNINSURED	MOTOR	UNDERINSURED	MOTOR		
012	CARE	BENEFITS	EXPENSES	LIMIT	PREMIUM	LIMIT	PREMIUM		
				1M-1M	\$33	1M-1M	\$89		
VEH	COMPREHENSIVE	COLLISION	TOWING	SPECIFIED	MISC	TOTAL			
012	DED	PREM	DED	PREM	PREM	PREM			
	100	\$23	500	\$238					\$917

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ITEM FIVE: SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS
 LIABILITY INSURANCE- RATING BASIS, COST OF HIRE

STATE	ESTIMATED COST OF HIRE	PREMIUM
HI	IF ANY	B.I. P.D.
		\$14 \$8
TOTAL ITEM FIVE LIABILITY PREMIUM		\$14 \$8

COST OF HIRE MEANS THE TOTAL AMOUNT YOU INCUR FOR THE HIRE OF "AUTOS" YOU DO NOT OWN (NOT INCLUDING "AUTOS" YOU BORROW OR RENT FROM YOUR PARTNERS OR EMPLOYEES OR THEIR FAMILY MEMBERS). COST OF HIRE DOES NOT INCLUDE CHARGES FOR SERVICES PERFORMED BY MOTOR CARRIERS OF PROPERTY OR PASSENGERS.

ITEM SIX: SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSUREDS BUSINESS	RATING BASIS	ESTIMATED NUMBER	PREMIUM
			B.I. P.D.
OTHER THAN SOCIAL SERVICE AGENCY	NUMBER OF EMPLOYEES	25	\$34 \$12
TOTAL PREMIUM ITEM SIX			\$34 \$12

THANK YOU FOR LETTING US SERVE YOU

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COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNDERINSURED MOTORISTS INSURANCE - HAWAII
(STACKED)**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 01/31/19	Policy Number CBA 6355334
Named Insured AOAO WHALER ON KAAPALI BEACH	Countersigned by Authorized Representative 

Schedule

The coverage provided by this endorsement applies only to those **autos** shown as covered **autos** by the entry of one or more of the symbols described in ITEM THREE of the Declarations.

Covered Autos (Entry of one or more of the symbols from ITEM THREE shows which autos are covered autos)	Limit THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	Premium
	\$ Each Person \$ Each Accident	\$ INCL.

(If no entry appears in the Schedule, information required to complete this endorsement will be shown in the Declarations.)

A. WORDS AND PHRASES WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNDERINSURED MOTORISTS INSURANCE:

1. **"Occupying"** means in, upon, getting in, on, out or off.
2. **"Underinsured motor vehicle"** means a land motor vehicle or trailer for which the sum of all liability bonds or policies of the tortfeasor at the time of an **accident** does not provide at least the amount an **insured** is legally entitled to recover as damages.

However, **underinsured motor vehicle** does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law.

- b. Owned by a governmental unit or agency.

- c. Designed for use mainly off public roads while not on public roads.

- d. Which does not require registration under Chapter 286, Hawaii Revised Statutes.

- e. To which a **bodily injury** liability bond or policy applies at the time of the **accident** but the bonding or insuring company denies coverage or is or becomes insolvent.

- f. Owned by or furnished or available for the regular use of **you** or any **family member**. However, this Exception (f.) does not apply to **you** or any **family member** if **you** or any **family member** sustain damages while **occupying**, or



when struck by, a vehicle for which coverage under LIABILITY INSURANCE of this policy applies.

- g. Operated on rails or crawler treads.
- h. While located for use as a residence or premises.
- i. Which is motorized and has fewer than four wheels.

B. WE WILL PAY

- 1. We will pay all sums the **insured** is legally entitled to recover as damages from the owner or driver of an **underinsured motor vehicle**. The damages must result from **bodily injury** sustained by the **insured** caused by an **accident**. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the **underinsured motor vehicle**.
- 2. Any judgment for damages arising out of a suit brought without **our** written consent is not binding on **us**.

C. WE WILL NOT COVER - EXCLUSIONS

This insurance does not apply to:

- 1. Any **bodily injury** claim settled without **our** consent.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. **Bodily injury** sustained by **you** or any **family member** while **occupying** or struck by any vehicle owned by **you** or any **family member** which is not a covered **auto**.
- 4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED

- 1. **You** or any **family member**.
- 2. Anyone else **occupying** a covered **auto** or a temporary substitute for a covered **auto**. The covered **auto** must be out of service because of its breakdown, repair, servicing, **loss** or destruction.
- 3. Anyone for damages he is entitled to recover because of **bodily injury** sustained by another **insured**.

E. OUR LIMIT OF LIABILITY

- 1. Regardless of the number of covered **autos**, **insureds**, claims made or vehicles involved in the **accident**, **our** limit of liability is as follows:

a. The most **we** will pay for all damages resulting from **bodily injury** to any one person caused by any one **accident** is the sum of the limits of Underinsured Motorists Insurance shown in the Schedule or in the Declarations for each person applicable to each covered **auto** for which a premium is charged for this coverage.

b. Subject to the limit for each person, the most **we** will pay for all damages resulting from **bodily injury** caused by any one **accident** is the sum of the limits of Underinsured Motorists Insurance shown in the Schedule or in the Declarations for each **accident** applicable to each covered **auto** for which a premium is charged for this coverage.

2. Any coverage afforded under this endorsement shall apply over and above:

a. All sums paid or payable under any workers' compensation, disability benefits or similar law;

b. All sums paid by or for anyone who is legally responsible, including all sums paid or payable under the policy's LIABILITY INSURANCE.

3. In no event will an **insured** be entitled to receive duplicate payment for the same elements of **loss**.

4. Any amount paid under this insurance will reduce any amount an **insured** may be paid under the policy's LIABILITY INSURANCE.

F. CHANGES IN CONDITIONS

The CONDITIONS of the policy are changed for UNDERINSURED MOTORISTS INSURANCE as follows:

1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible underinsured motorists insurance.

2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:

4. A person seeking coverage under this endorsement must also promptly:

a. Send **us** copies of the legal papers if a suit is brought; and

b. Notify **us** in writing of a tentative settlement between the **insured** and the insurer of the **underinsured motor vehicle** and allow **us** 30 days to advance payment to that **insured**



in an amount equal to the tentative settlement to preserve **our** rights against the insurer, owner or driver of such **underinsured motor vehicle**.

3. OUR RIGHT TO RECOVER FROM OTHERS is replaced by the following:

1. If **we** make any payment, **we** are entitled to recover what **we** paid from other parties. Any person to or for whom **we** make payment must transfer to **us** his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.
2. If **we** make any payment and the **insured** recovers from another party, the **insured** shall hold the proceeds in trust for **us** and pay **us** back the amount **we** have paid.
3. The following additional conditions apply:
 - a. **Our** rights do not apply under Paragraph 1. above with respect to Underinsured Motorists Coverage if **we**:
 - (1) Have been given prompt written notice of a tentative settlement between an **insured** and the insurer of an **underinsured motor vehicle**; and

(2) Fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.

b. If **we** advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification:

(1) That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Underinsured Motorists Insurance; and

(2) **We** also have a right to recover the advanced payment.

4. The following Condition is added:

ARBITRATION

If **we** and an **insured** disagree whether the **insured** is legally entitled to recover damages from the owner or driver of an **underinsured motor vehicle** or do not agree as to the amount of damages, either party may make a written demand for arbitration as provided in Section 431:10C-213 of the Hawaii Motor Vehicle Insurance Law.






COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS INSURANCE

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 01/31/19	Policy Number CBA 6355334
Named Insured AOAO WHALER ON KAAPALI BEACH	Countersigned by Authorized Representative 

This insurance provides only those coverages where a Limit of Liability is shown for that coverage.

Location No.	Coverages	Limit of Liability For Each Location		
1	Comprehensive	\$ 800,000	MINUS \$ 100	DEDUCTIBLE FOR EACH AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM
	Specified Perils	SUBJECT TO \$ 500 MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.		
	Collision	\$ 800,000	MINUS \$ 500	DEDUCTIBLE FOR EACH AUTO.
2	Comprehensive	\$	MINUS \$	DEDUCTIBLE FOR EACH AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM
	Specified Perils	SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.		
	Collision	\$	MINUS \$	DEDUCTIBLE FOR EACH AUTO.
3	Comprehensive	\$	MINUS \$	DEDUCTIBLE FOR EACH AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM
	Specified Perils	SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.		
	Collision	\$	MINUS \$	DEDUCTIBLE FOR EACH AUTO.

LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS.

Location No.	Address state your main business location as Location No. 1	
1	2481 KAAPALI PARKWAY	LAHAINA HI
2		
3		



Premium for all locations

Comprehensive	\$ INCL.
Specified Perils	\$
Collision	\$ INCL.

A. WORDS AND PHRASES WITH SPECIAL MEANING

The following words and phrases have special meaning for GARAGEKEEPERS INSURANCE.

1. **"Auto"** means a land motor vehicle, trailer or semitrailer. This definition replaces the definition in the policy.
2. **"Garage operations"** means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing or parking **autos** and that portion of the roads or other accesses that adjoin these locations.
3. **"Work you performed"** includes work that someone performed for you.

B. WE WILL PAY

1. **We** will pay all sums the **insured** legally must pay as damages for loss to an **auto** or its equipment left in the **insured's** care while the insured is attending, servicing, repairing, parking or storing it in **your garage operations**, under:
 - a. **Comprehensive Coverage.** From any cause except the **auto's** collision with another object or its overturn.
 - b. **Specified Perils Coverage.** Caused by:
 - (1) Fire or explosion;
 - (2) Theft;
 - (3) Mischief or vandalism.
 - c. **Collision Coverage.** Caused by the **auto's** collision with another object or its overturn.
2. **We** have the right and duty to defend any suit asking for these damages. However, **we** have no duty to defend suits for **loss** not covered by this insurance. **We** may investigate and settle any claim or suit as **we** consider appropriate. **Our** payment of **our** limit for any coverage ends **our** duty to defend or settle for that coverage.

C. WE WILL ALSO PAY

In addition to **our** limit of liability, **we** will pay for the **insured**:

1. Premium on appeal bonds in any suit **we** defend.

2. Premium on bonds to release attachments in a suit **we** defend, but only for bonds up to **our** limit of liability.
3. All costs taxed to the insured in a suit **we** defend.
4. All interest accruing after the entry of the judgment in a suit **we** defend. **Our** duty to pay interest ends when **we** pay or tender **our** limit of liability.
5. Up to fifty dollars a day for loss of earnings (but not other income) because of attendance at hearings or trials at **our** request.
6. Other reasonable expenses incurred at **our** request.

D. WE WILL NOT COVER - EXCLUSIONS

The insurance does not apply to:

1. Liability resulting from any agreement by which the **insured** accepts responsibility for **loss**.
2. **Loss** due to theft or conversion caused in any way by **you, your** employees or by **your** shareholders.
3. Defective parts or materials.
4. Faulty **work you performed**.
5. **Loss** to tape decks or other sound reproducing equipment not permanently installed in a covered **auto**.
6. **Loss** to tapes, records or other devices designed for use with sound reproducing equipment.
7. **Loss** to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the **auto** manufacturer for the installation of a radio.

E. WHO IS AN INSURED

Each of the following is an insured for **loss** to **autos**:

1. **You** are an **insured**.



- 2. Your employees, directors or shareholders are **insureds** but only while acting within the scope of their duties as such.

F. OUR LIMIT OF LIABILITY

Regardless of the number of **autos, insureds**, claims made or suits brought, the most **we** will pay for **loss** at each location is the GARAGEKEEPERS INSURANCE limit shown in the schedule for that location minus the applicable deductibles for **loss** caused by

collision, theft or mischief or vandalism. The maximum deductible stated in the schedule for GARAGEKEEPERS INSURANCE Comprehensive or Specified Perils Coverage is the most that will be deducted for all **loss** in any one event caused by theft or mischief or vandalism. Sometimes to settle a claim or suit, **we** may pay all or any part of the deductible. If this happens **you** must reimburse **us** for the deductible or that portion of the deductible that **we** paid.





PERSONAL INJURY PROTECTION COVERAGE - HAWAII

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

SCHEDULE

Coverage	Limit of Liability
Personal Injury Protection	\$10,000 each person

<input type="checkbox"/> If indicated to the left, personal injury protection benefits shall be subject to a deductible of \$ _____ Applicable to you or any family member .
--

I. Definitions

When used in reference to this endorsement, the following definitions apply:

- A. **"Accidental harm"** means bodily injury, death, sickness, or disease caused by an **auto accident**.
- B. **"Auto"** means a vehicle of the type required to be registered under Chapter 286 of Hawaii Revised Statutes, or a **trailer** attached to an **auto**, but does not include a motorcycle or motorscooter.
- C. **"Auto accident"** means an accident resulting from:
 - 1. The **operation, maintenance, or use** of an **auto** as an **auto**; or
 - 2. Movement of an object drawn or propelled by an **auto**.
- D. **"Criminal conduct"** means:
 - 1. Committing an offense punishable by more than a year's imprisonment;
 - 2. Operating or using an **auto** to intentionally cause **bodily injury** or **property damage**; or
 - 3. Operating or using an **auto** as a converter without a good faith belief by the operator or user that he or she is entitled to operate or use the vehicle.
- E. **"Insured"** means:
 - 1. **You** or any **family member** injured in an **auto accident**:
 - a. While **occupying** an **auto**; or
 - b. As a **pedestrian** when struck by an **auto**.
 - 2. Anyone else injured in an **auto accident** while **occupying** or when struck as a **pedestrian** by your **covered auto** or a **temporary loaner vehicle**.
- F. **"Occupying"** means in, upon, getting in, on, out or off.
- G. **"Operation, maintenance or use"** includes **occupying** but does not include:
 - 1. Loading or unloading unless **bodily injury** occurs next to the vehicle; or
 - 2. Work done in the business of repairing, servicing, or otherwise maintaining vehicles unless such work is done outside the premises of this business.



H. "Owned by" means that a person:

1. Holds a legal title;
2. Is a debtor who has legal possession while buying a vehicle on installments;
3. Has legal possession and has an agreement or lease of one year or more; or
4. Is the owner of a vehicle until on selling the vehicle, title is delivered to the buyer.

I. "Pedestrian" means anyone not **occupying an auto**.

J. "Temporary loaner vehicle" means a vehicle:

1. Available to **you** as a customer of a repair shop or a dealer licensed by one or more appropriate state agencies; and
2. Used by **you** while the repair shop or dealer is servicing **your covered auto**.

K. "Your Covered Auto" means an **auto**:

1. For which **you** are required to maintain security under the Hawaii Motor Vehicle Insurance Law; and
2. To which the bodily injury liability coverage under this policy applies.

II. Personal Injury Protection Coverage

INSURING AGREEMENT

- A. We will pay, in accordance with the Hawaii Motor Vehicle Insurance Law, personal injury protection benefits for an **insured** who sustains **bodily injury** resulting from an **auto accident**.
- B. Subject to the limits shown as applicable in the Schedule, personal injury protection benefits consist of the following:

All appropriate and reasonable treatment and expenses necessarily incurred by an **insured** as a result of any **accidental harm** and which are substantially comparable to the requirements for prepaid health care plans as set forth in the Hawaii Prepaid Health Care Act, including medical, hospital, surgical, professional, nursing, advanced practice nursing recognized pursuant to chapter 457, dental, optometric, naturopathy, chiropractic, ambulance, prosthetic services, products and accommodations furnished, x-ray, psychiatric, physical therapy pursuant to prescription by a medical doctor, occupational therapy, rehabilitation, and therapeutic massage by a licensed massage therapist when prescribed by a medical doctor.

EXCLUSIONS

We do not provide Personal Injury Protection Coverage for **bodily injury**:

1. To **you** or any **family member**:
 - a. While **occupying an auto owned by you** which is not **your covered auto**; or
 - b. While **occupying**, or while a **pedestrian** caused by, an insured motor vehicle other than **your covered auto**.
2. To any **family member**:
 - a. Who is a named **insured** under another motor vehicle insurance policy, except while **occupying your covered auto**; or
 - b. While **occupying an auto owned by that family member** and for which the security required under the Hawaii Motor Vehicle Insurance Law is not in effect.
3. To any person using or operating an **auto** which causes any loss:
 - a. While engaged in **criminal conduct**; or
 - b. While seeking to avoid lawful arrest by a law enforcement officer.



4. Sustained outside Hawaii by any person other than **you** or a **family member** resulting from the **operation, maintenance or use** of an insured vehicle which is:
 - a. Regularly used in the business of transporting persons or property; and
 - b. One of 5 or more vehicles under common ownership.
5. Resulting from hazardous properties of nuclear materials.
6. To any person receiving benefits:
 - a. Consisting of direct cash payments through the Department of Human Services; or
 - b. From the Supplemental Security Income Program under the Social Security Administration; when a motor vehicle insurance policy is issued to that person at no cost under the Hawaii Joint Underwriting Plan.
7. To any person **occupying** a motorcycle or motorscooter at the time of the **auto accident**.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Schedule for this coverage is **our** maximum limit of liability for each **insured** injured in any one **auto accident**. This is the most **we** will pay regardless of the number of:
 1. **Insureds**;
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations;
 4. Vehicles involved in the **auto accident**; or
 5. Insurers providing personal injury protection benefits.
- B. Subject to **our** maximum limit of liability for this coverage, **our** limit of liability for each person for:
 1. Chiropractic treatments shall not be more than the lesser of:
 - a. Thirty visits at no more than \$75 a visit, plus no more than five x-rays at no more than \$50 each; or
 - b. Treatment as defined by the Hawaii State Chiropractic Association guidelines in effect on January 25, 1997.
 2. Acupuncture treatments shall not be more than thirty visits.
 3. Naturopathic treatments shall not be more than thirty visits at no more than \$75 a visit.

However, the combined total of naturopathic, chiropractic and acupuncture treatments may not exceed thirty visits.
- C. If the Schedule indicates that the personal injury protection benefits deductible option applies, any amounts payable for personal injury protection for **you** or any **family member** as a result of any one **auto accident** shall be reduced by the amount of such deductible.
- D. Any amount payable under this insurance shall be limited by the workers' compensation medical fee schedules.
- E. Any amount payable under this insurance shall be paid secondarily and net of any amounts:
 1. Paid;
 2. Payable; or
 3. Required to be provided;

under any workers' compensation law.



However, if an **insured's** right to collect workers' compensation benefits is contested, resulting in a delay of workers' compensation payments, **we** will pay personal injury protection benefits.

III. Part VI - CONDITIONS

Duties A.1. and A.2. are replaced by the following:

A. YOUR DUTIES AFTER ACCIDENT OR LOSS is amended as follows:

1. **We** must be notified promptly, in writing, of how, when and where the accident happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
2. A person seeking Personal Injury Protection Coverage must:
 - a. Cooperate with **us** in the investigation or settlement of any claim.
 - b. Submit, as often as **we** reasonably require, to physical or mental examinations by health care providers **we** select or are acceptable to **us**.
 - c. Authorize **us** to obtain:
 - (1) Medical reports;
 - (2) Statements of earnings; and
 - (3) Other pertinent records.
 - d. Submit a written proof of claim under oath when required by **us**, including full information on the nature of treatment received and planned.
 - e. Submit, as often as **we** reasonably require, to examination under oath and subscribe to the same.
 - f. Promptly send **us** copies of the legal papers if a suit is brought.

B. OUR RIGHT TO RECOVER FROM OTHERS is replaced by the following:

OUR RIGHT TO RECOVER PAYMENT

1. If **we** make a payment under this coverage and person to or for whom payment was made has a right to recover damages from another, **we** shall be subrogated to that right. That person shall do:
 - a. Whatever is necessary to enable **us** to exercise **our** rights; and
 - b. Nothing after loss to prejudice them.
2. If **we** make payment under this coverage and the person to or for whom payment is made recovers damages from another, **we** will have a lien on the proceeds of recovery and that person shall:
 - a. Hold in trust for **us** proceeds of the recovery; and
 - b. Reimburse **us** to the extent of **our** payment.
3. For any recovery other than from workers' compensation benefits, with respect to 1. and 2. above, which results in duplication of Personal Injury Protection benefits already paid under in this policy, **we** are entitled to recover 50% of the basic statutory requirement for Personal Injury Protection benefits. However, if this recovery with respect to 1. and 2. above is from workers' compensation benefits, **we** are entitled to a full recovery of the basic statutory requirement for Personal Injury Protection benefits.



C. The following provisions are added:

ARBITRATION

If **we** and an **insured** do not agree on any matter to a claim, either party may request arbitration as prescribed in Section 431:10C-213 of the Hawaii Motor Vehicle Insurance Law.

NON-DUPLICATION OF BENEFITS

No one will be entitled to duplicate payments for the same elements of **loss** under this coverage regardless of the number of:

1. **Autos** covered; or
2. Insurers (including self-insurers) providing security in accordance with the Hawaii Motor Vehicle Insurance Law.

If an **insured** is entitled to similar benefits under more than one policy, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide with respect to an **auto accident** which does not involve **your covered auto**:

1. Shall be excess over any other collectible source of recovery; and
2. **We** will pay only the amount by which **our** limit of liability exceeds all other applicable limits.

The maximum recovery under all policies will not exceed the amount payable under the policy with the highest dollar limits of benefits.

If **you** or a **family member** are driving a **temporary loaner vehicle** and **you** or a **family member** are in an **auto accident**, this insurance is primary and any similar insurance covering the **temporary loaner vehicle** will be excess coverage.

If there is an **auto accident** while an employee of a registered auto repair shop or licensed motor vehicle dealer is driving or road-testing **your covered auto**, this insurance is excess to any primary coverage available to the repair shop or dealer.

CONSTITUTIONALITY PROVISION

If a court of competent jurisdiction declares, or enters a judgment which renders the provisions of the Hawaii Motor Vehicle Insurance Law providing for abolition of tort liability invalid or unenforceable, **we** are subrogated to all rights of an **insured** to whom or for whose benefit any personal injury protection benefits have been paid under this policy to the full extent of such payments.

The **insured** shall do:

1. Whatever is necessary to enable **us** to exercise **our** rights; and
2. Nothing after loss to prejudice them.

