

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### OPTIONAL BENEFITS COVERAGE – HAWAII

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

#### SCHEDULE

If indicated below or in the Declarations, the Limits Of Liability for wage loss, death benefits, funeral expenses and alternative expenses are as follows:	
Benefits	Limit Of Liability
<input type="checkbox"/> Wage Loss	Up to \$ _____ per month, not to exceed \$ _____ per accident
<input type="checkbox"/> Death Benefits	\$ _____
<input type="checkbox"/> Funeral Expenses	Up to a maximum of \$2,000
<input type="checkbox"/> Alternative Expenses	Up to \$75 per visit, not to exceed 30 visits

#### I. Definitions

The **Definitions** section is amended as follows:

##### A. The following definitions are replaced:

##### 1. Definition C. is replaced by the following:

"Owned by" means that a person:

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

##### 2. "Your covered auto" means an "auto":

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

##### B. The following definitions are added:

1. "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 motor scooter.

##### 2. "Auto accident" means an accident resulting from:

##### a. The "operation, maintenance or use" of:

- (1) An "auto" as an "auto"; or
- (2) A motorcycle or motor scooter when the accident involves a collision with an "auto".

##### b. Movement of an object drawn or propelled by an "auto".

##### 3. "Insured" means:

##### a. You or any "family member" injured in an "auto accident":

##### (1) While occupying:

- (a) An auto;
- (b) A motorcycle; or
- (c) A motor scooter.

##### (2) As a "pedestrian" when struck by an "auto".

##### b. Anyone else injured in an "auto accident" while "occupying" or when struck as a "pedestrian" by "your covered auto" or a "temporary loaner vehicle".

4. "Operation, maintenance or use" includes "occupying" but does not include:
  - a. Loading or unloading unless "bodily injury" occurs next to the vehicle; or
  - b. Work done in the "business" of repairing, servicing or otherwise maintaining vehicles unless such work is done outside the premises of this business.
5. "Pedestrian" means anyone not "occupying" an "auto".

## II. Optional Benefits Coverage

- A. For those benefits indicated as applicable in the Schedule or in the Declarations, we will pay optional benefits to or for an "insured" who sustains "bodily injury" resulting from an "auto accident".
- B. Subject to the limits shown in the Schedule or in the Declarations, optional benefits consist of the following:

### 1. Wage Loss

Monthly earnings loss, consisting of the following:

- a. For a person regularly employed, one-twelfth of the average annual compensation before State and Federal income taxes at the time of injury or death.
- b. For a person regularly self-employed, one-twelfth of the average annual earnings before State and Federal income taxes at the time of injury or death.
- c. For a person unemployed, not regularly employed or not self-employed, one-twelfth of the anticipated annual compensation before State and Federal income taxes that would have been paid from the time the person would reasonably have been expected to be regularly employed.

### 2. Death Benefits

An amount payable in the event of the death of an "insured" to the:

- a. Surviving:
  - (1) Spouse; or
  - (2) Partner who has entered into a civil union with the named insured recognized under Hawaii law;
 for the benefit of the spouse or such partner and dependent children.

- b. If there is no surviving spouse, partner to a civil union with the named insured recognized under Hawaii law, or if there are no dependent children, to the "insured's" estate.

### 3. Funeral Expenses

Reasonable expenses incurred for funeral, burial and cremation.

### 4. Alternative Expenses

Expenses incurred for naturopathic, acupuncture, nonmedical remedial care, and treatment rendered in accordance with the teachings, faith or belief of any group which relies upon spiritual means through prayer for healing.

## EXCLUSIONS

- A. We do not provide Optional Benefits Coverage for "bodily injury":
  1. To you or any "family member" while "occupying" an "auto" "owned by" you which is not "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 "insured":
    - a. Sustaining "bodily injury" caused by an "auto" "owned by" that person and not insured for this coverage under this policy.
    - b. "Occupying" a motorcycle or motor scooter as the owner or operator of the vehicle at the time of the accident.

However, this exclusion (A.3.b.) does not apply to wage loss and death benefits if the accident is an "auto accident".

- c. Using or operating an "auto" which causes any loss while seeking to avoid lawful arrest by a law enforcement officer.
4. Resulting from hazardous properties of nuclear materials.
- B. We do not provide wage loss benefits to any "insured" other than you or any "family member".

### **LIMIT OF LIABILITY**

- A.** The Limits Of Liability shown in the Schedule or in the Declarations for the optional benefits that apply are the most we will pay to or 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 similar coverage.
- B.** We will not pay for any element of wage loss if a person is entitled to receive payment for the same element of wage loss under any workers' compensation law or similar law.
- C.** Subject to the Limits Of Liability shown in the Schedule or in the Declarations for the optional benefits that apply, if wage loss benefits are payable under:
1. This endorsement; and
  2. Any workers' compensation law;
- the maximum amount payable from both sources shall not exceed 80% of the "insured's" monthly earnings loss for injury resulting from an "auto accident".
- D.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A** or Part **C** of this policy;
  2. Any Personal Injury Protection Coverage provided by this policy; or
  3. Any Underinsured Motorists Coverage provided by this policy.

### **III. Part E – Duties After An Accident Or Loss**

Duties **A.** and **B.** are replaced by the following:

- A.** 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.
- B.** A person seeking Optional Benefits Coverage must:
1. Cooperate with us in the investigation or settlement of any claim.

2. Submit, as often as we reasonably require, to physical or mental examinations by physicians we select or are acceptable to us.
3. Authorize us to obtain:
  - a. Medical reports;
  - b. Statements of earnings; and
  - c. Other pertinent records.
4. Submit a written proof of claim under oath when required by us, including full information on the nature of treatment received and planned.
5. Promptly send us copies of the legal papers if a suit is brought.

### **IV. Part F – General Provisions**

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.

#### **Other Insurance**

If an "insured" is entitled to similar benefits under more than one policy, the maximum recovery under all policies will not exceed the amount payable under the policy with the highest dollar limits of benefits.

If there is other applicable similar insurance, 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.

#### **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 Optional Benefits Coverage has 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.