

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL INJURY PROTECTION COVERAGE – HAWAII****SCHEDULE**

| <b>Benefits</b>  | <b>Limit Of Liability</b>         |
|--|-----------------------------------|
| Medical Expenses   | \$ 10,000 per person per accident |
| <b>Deductible</b><br><input type="checkbox"/> If indicated to the left or in the Declarations, medical expenses shall be subject to a deductible of \$ _____ applicable to you or any "family member". |                                   |
| <b>Co-payment</b><br><input type="checkbox"/> If indicated to the left or in the Declarations, medical expenses shall be subject to a co-payment of \$ _____ applicable to you or any "family member". |                                   |

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

**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. Definition J. is replaced by the following:**

"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 an "auto" as an "auto"; or
- 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" an "auto"; or
  - (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. "Criminal conduct" means:**

- a.** Committing an offense punishable by more than a year's imprisonment;
- b.** Operating or using an "auto" to intentionally cause "bodily injury" or "property damage"; or
- c.** 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.

5. "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.
6. "Pedestrian" means anyone not "occupying" an "auto".

## 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 or in the Declarations, personal injury protection benefits consist of the following:  
 Medical expenses. 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:
  1. Medical, hospital, surgical, professional, x-ray, dental, optometric, naturopathy, chiropractic, acupuncture, ambulance and prosthetic services;
  2. Nursing services, including advanced practice nursing recognized under Hawaii Law;
  3. Medical equipment and supplies;
  4. Products and accommodations furnished;
  5. Psychiatric, occupational therapy and rehabilitation; and
  6. When prescribed by a medical doctor:
    - a. Physical therapy; and
    - b. Therapeutic massage by a licensed massage therapist.

### 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 personal injury protection 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" 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 "insured" other than you or a "family member" resulting from the "operation, maintenance or use" of a 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 "insured" receiving:
  - a. Direct cash payments through the Department of Human Services; or
  - b. Benefits from the Social Security Supplemental Security Income Program; when a motor vehicle insurance policy is issued to that "insured" at no cost under the Hawaii Joint Underwriting Plan.
7. To any "insured" "occupying" a motorcycle or motor scooter at the time of the accident.

### LIMIT OF LIABILITY

- A. The limit of liability shown in the Schedule or in the Declarations 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 "insured" for:
1. Chiropractic treatments shall not exceed the lesser of:
    - a. Thirty visits at no more than \$75 a visit, plus 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 exceed thirty visits.
  3. Naturopathic treatments shall not exceed thirty visits at no more than \$75 a visit.
- However, the combined total of naturopathic, chiropractic and acupuncture treatments shall not exceed thirty visits.
- C.** If the Schedule or Declarations indicates that:
1. The medical expenses deductible option applies, any amounts payable for medical expenses for you or any "family member" as a result of any one "auto accident" shall be reduced by the amount of such deductible.
  2. The medical expenses co-payment option applies, any amounts payable for medical expenses for you or any "family member" as a result of any one "auto accident" shall be reduced by such co-payment after the application of any deductible.
- D.** Any amount payable under this insurance shall be limited by the workers' compensation supplemental medical fee schedule.
- E.** Any amount payable under this insurance shall be reduced by 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 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 Personal Injury Protection 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 health care providers 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

Part **F** is amended as follows:

- A.** The **Our Right To Recover Payment** Provision is replaced by the following:  
**OUR RIGHT TO RECOVER PAYMENT**
  1. If we make a payment under this coverage and the 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 the 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 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.

**B. 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, 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.

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 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.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.