

BOARD OF GOVERNORS  
HAWAII JOINT UNDERWRITING PLAN  
INSURANCE DIVISION  
P. O. Box 3614  
HONOLULU, HI 96811

A G E N D A

Date: July 16, 2025

Time: 9:00 a.m.

In-Person Meeting Location: Queen Liliuokalani Conference Room  
King Kalakaua Building, 1<sup>st</sup> Floor  
335 Merchant Street  
Honolulu, HI 96813

Virtual Participation: Virtual Videoconference Meeting – [Zoom Link](#)

Phone: 1-669-900-6833  
Meeting ID: 876 9452 2371  
Passcode: 260826

Reasonable accommodations for people with disabilities are available upon request. Requests for accommodations should be submitted via e-mail to [jbump@dcca.hawaii.gov](mailto:jbump@dcca.hawaii.gov) or by calling Jerry Bump at 808-586-0985 (voice). Such requests should include a detailed description of the accommodation needed. In addition, please include a way for the Hawaii Insurance Division to contact the requester if more information is needed to fulfill the request. Last minute requests will be accepted but may not be possible to accommodate.

**BOARD PACKET MATERIALS WILL BE POSTED AT**  
[State of Hawaii Calendar of Events](#)

- I. Call to Order
- II. Reading of Antitrust Statement
- III. Approval of Minutes – April 23, 2025
- IV. Financial Reports from the Hawaii Joint Underwriting Plan
- V. Additional Items for Discussion

- A. Servicing Provider Update
- B. Proposal – Commercial Auto Coverage Parts Program
- C. Proposal – Retraction of a Commercial Application
- D. Discussion – Adding Driving School Rates to the Plan Rules
- E. Discussion – Producer Survey Feedback

VI. Next Meeting – Wednesday, October 15, 2025, 9:00 a.m.

VII. Adjournment

Public Testimony:

If you wish to submit written testimony on any agenda item, you may do so via:

1. Email at [jbump@dcca.hawaii.gov](mailto:jbump@dcca.hawaii.gov)
2. Postal mail to: Hawaii Joint Underwriting Plan, 335 Merchant St. Room 213, Honolulu, HI 96813

We request submission of written testimony at least 24-hours prior to the start of the meeting to ensure that it can be distributed to Board Members. Written testimony will only be accepted for the items listed on the meeting agenda. Written public testimony submitted will be treated as public record and any contact information contained therein may be available for public inspection and copying. For both internet or phone access, when testifying, you will be asked to identify yourself and the organization, if any, that you represent.

Internet Access

To view the meeting and provide live verbal testimony, please use the Zoom link at the top of the agenda.

Phone Access

You may attend this meeting with audio-only access by calling the phone number listed above. You may be prompted to enter the meeting ID and passcode; both are provided underneath the phone number on this agenda.

Lost Connectivity

If the Agency’s Interactive Conference Technology (ITC) connection for the remote meeting is lost, the meeting will be recessed for up to 30-minutes until the connection is restored. In the event the Agency is only able to re-establish an audio connection, the meeting will continue as audio-only. To connect via audio-only, call in using the Phone number listed above. If the meeting cannot be properly restored within 30-minutes, the meeting will automatically be cancelled and rescheduled to a later date and time to be posted on the State of Hawaii Public Meetings website @ <https://calendar.ehawaii.gov/calendar/>.

Physical Meeting Location

Location open to the public that has an audiovisual connection at the In-Person Meeting Location listed above.

April 23, 2025

BOARD OF GOVERNORS  
HAWAII JOINT UNDERWRITING PLAN

Queen Liliuokalani Conference Room  
King Kalakaua Building, 1st Floor  
335 Merchant Street, Room 330  
Honolulu, HI 96813

and

Videoconference via Zoom Meeting Application

**I. Call to Order (00:00:15)**

Mr. Jerry Bump called the meeting to order at 9:01 a.m.

Members Present:

Todd Feltman (State Farm)  
Reid Higashi (Business Insurance Services, Inc.)  
Chenise Morrow-Blalock (Hawaii Independent Insurance Agents Association)  
Lane Nishioka (Island Insurance)  
Kim Sato (Farmers Hawaii)

Others Present:

Jerry Bump (DCCA/Insurance Division)  
Mio Shimamura (DCCA/Insurance Division)  
Christly Yoshizawa (DCCA/Insurance Division)  
David Maynard (AIPSO)  
Tracy Walsh (AIPSO)  
Andrea Olson (AIPSO)  
Alicia Hanson (AIPSO)  
Caren Kerman (AIPSO)

Members Absent:

Lance Kawano (First Insurance Company of Hawaii)

**II. Reading of Antitrust Statement (00:02:37)**

The antitrust statement was read by Mr. Nishioka as follows:

“As members of this organization or participants in this meeting, we need to be mindful of the constraints of the antitrust laws. There shall be no discussions of agreements or concerted actions that may restrain competition. This prohibition includes the exchange of information concerning individual company rates, coverages, market practices, claims settlement practices or any other competitive

aspect of an individual company's operation. Each member or participant is obligated to speak up immediately for the purpose of preventing any discussion falling outside the bounds indicated."

### **III. Approval of Minutes (00:03:28)**

Mr. Feltman moved to approve the meeting minutes from January 16, 2025. Mr. Higashi seconded the motion. With no members objecting, the motion passed unanimously.

### **IV. Financial Reports from the Hawaii Joint Underwriting Plan (00:04:14)**

Financial reports from AIPSO were previously distributed to the board members by Mr. Bump via email. Mr. Bump reviewed the cash flow projection prepared by AIPSO highlighting two new claims that collectively impacted the projection by \$600,000.00. Mr. Maynard clarified that this figure reflects the remaining losses for 2025 from two servicing carriers. Following the discussion, Mr. Bump noted that this matter would be further addressed with Mr. Assad. Mr. Bump also offered to connect offline with any volunteers interested in reviewing the projections. Mr. Bump emphasized that including these claims in the cash flow projections is a logical approach.

Mr. Bump inquired about the timing of the next scheduled assessment. Mr. Feltman suggested conducting the assessment in 2026 while continuing to monitor the projections, and the board members expressed no objections.

Mr. Bump discussed Assigned Claims Program Members Participation Report for the fiscal year ending September 30, 2024, 2023 and 2022, which falls under AIPSO's payment responsibilities. During the discussion, Mr. Maynard clarified that the program is settled annually in September with member companies, and funds are collected once a year. There board members had no questions.

### **V. Additional Items for Discussion (00:26:18)**

#### **A. Servicing Provider Update**

Ms. Walsh provided an update on the AIPSO's insurance operations, confirming that the AIPSO remains on schedule for the January go-live date. Ms. Walsh highlighted that efforts are currently focused on validating and testing the system configuration changes. Ms. Walsh reported that operations have been running smoothly without any issues.

Ms. Walsh further provided updates on AIPSO's personal insurance operations. Through March 2025, AIPSO received six personal applications and 265 CPAI certificates. As of March 31, 2025, AIPSO has 20 personal policies and 982 CPAI certificates currently in-force.

## **B. Proposal – Model Plan Amendments**

Ms. Hanson presented AIPSO's proposed amendments to Personal Provisions sections of HJUP. The amendments seek to refine and streamline language to better reflect current business practices, introduce the use of e-signature software for obtaining applicant signatures, establish performance standards for the software, and mandate that coverage will only take effect upon obtaining signatures from both the applicant and the producer. Mr. Feltman moved to recommend to the Commissioner to approve the proposal. Ms. Morrow-Blalock second the motion. The motion passed unanimously.

## **C. Proposal – Retraction of Commercial Application**

Ms. Hanson presented AIPSO's proposed amendments to the commercial provisions sections of HJUP, proposing an extension of the timeframe for retracting a commercial application from 20 to 45 days if the producer fails to submit the application. Mr. Feltman moved to recommend to the Commissioner to approve the proposal. Ms. Morrow-Blalock second the motion. The motion passed unanimously.

## **VI. Next Meeting (00:33:14)**

Wednesday, July 16, 2025, 9:00 a.m.

## **VII. Adjournment (00:33:30)**

The meeting was adjourned at 9:35 a.m.

## HAWAII JUP CASH FLOW PROJECTION - AS OF MARCH 2025

	<b>Excl Assessments</b>
Net Cash Flow for 12 months	
	Apr-24 \$ (55,255.00)
	May-24 \$ (78,533.00)
	Jun-24 \$ (243,103.00)
	Jul-24 \$ 389,852.00
	Aug-24 \$ 61,601.00
	Sep-24 \$ (158,638.00)
	Oct-24 \$ (276,585.00)
	Nov-24 \$ (336,362.00)
	Dec-24 \$ 49,606.00
	Jan-25 \$ (186,679.00)
	Feb-25 \$ (3,255.00)
	Mar-25 \$ (198,300.00)
	<b>\$ (1,035,651.00) Sub total</b>
Less: Commercial Expense of (29,167*8)	<b>\$ 233,336.00</b>
Less: Commercial Expense of (8,916.67*4)	<b>\$ 35,666.68</b>
Less: Commercial Expense of (5,416.67*3)	<b>\$ 16,250.01</b>
	<b>\$ (750,398.31)</b>
	<b>12</b>
<b>Average Cash Outflow per Month excluding Commercial Expense:</b>	<b>\$ (62,533.19)</b>
<b>Cash Ending Balance as of March 2025</b>	<b>\$ 3,023,529.00</b>

<b>2025</b>	
Expected Operational Cash outflow (April-December 2025)	\$ (562,798.71)
On Island Presence-Commercial (Apr-Dec 2025) New agreement as of 10/24	\$ (80,250.00)
HJUP Commercial Quoting begins 10/01/24 Fiscal Year 2025	\$ (48,750.00)
Large Claims: First Ins ( to be appealed)	\$ (300,000.00)
Large Claims: Island Ins	\$ (300,000.00)
Large Claims: State Farm	\$ -
<b>Estimated Cash Position as of Dec 2025 including large claims</b>	<b>\$ 1,731,730.29</b>
<b>2026</b>	
Expected Operational Cash outflow	\$ (750,398.28)
On Island Presence-Commercial (Jan-Dec 2026)	\$ (107,000.00)
HJUP Commercial Quoting	\$ (65,000.00)
<b>Estimated Cash Position as of Dec 2026</b>	<b>\$ 809,332.01</b>
<b>2027</b>	
Expected Operational Cash outflow	\$ (750,398.28)
On Island Presence-Commercial (Jan-Dec 2027)	\$ (107,000.00)
HJUP Commercial Quoting	\$ (65,000.00)
<b>Estimated Cash Position as of Dec 2027</b>	<b>\$ (113,066.27)</b>

# HAWAII COMMERCIAL Financial Data as of 1st Calendar Quarter 2025

ALL COMPANIES COMBINED

	A	B	C	D	E	F	G	H	I	J	K	L	M
			Losses			B-C-D-E		F-G	C/B	D/B	E/A	I+J+K	L+(G/A)
Policy Year	Premium Written	Premium Earned	Incurred Including IBNR	Claim Service Fees	Other Underwriting Expenses	Net Underwriting Results	Net Misc. Income & Expense	Net Result of Operations	Incurred Losses	LAE Incurred	Other U/W Exp	Net U/W Result	Net Operating Result
Experience by Active Policy Year Through 1st Calendar Quarter 2025													
2014	2,223,640	2,223,640	729,888	219,850	328,411	945,491	23,782	921,710	32.82%	9.89%	14.77%	57.48%	58.55%
2015	2,637,269	2,637,269	1,502,060	279,773	395,860	459,576	-595,621	1,055,197	56.96%	10.61%	15.01%	82.58%	60.00%
2016	3,253,147	3,253,147	1,462,305	321,050	488,024	981,767	-66,587	1,048,355	44.95%	9.87%	15.00%	69.82%	67.77%
2017	3,587,091	3,587,091	3,405,066	428,366	537,859	-784,200	-69,568	-714,631	94.93%	11.94%	14.99%	121.86%	119.92%
2018	3,232,594	3,232,594	1,097,132	311,854	484,648	1,338,960	-121,859	1,460,819	33.94%	9.65%	14.99%	54.81%	54.81%
2019	2,701,011	2,701,011	1,760,302	270,082	404,998	265,629	-136,908	402,537	65.17%	10.00%	14.99%	90.16%	85.09%
2020	1,832,457	1,832,457	674,107	176,486	275,266	706,597	58,734	647,863	36.79%	9.63%	15.02%	61.44%	64.65%
2021	2,295,029	2,295,029	1,217,194	221,127	344,172	512,536	-60,212	572,748	53.04%	9.64%	15.00%	77.68%	75.06%
2022	2,021,040	2,021,040	1,230,483	202,102	303,149	285,306	-89,871	375,177	60.88%	10.00%	15.00%	85.88%	81.43%
2023	1,889,133	1,889,133	934,746	187,307	284,586	482,494	-236,479	718,974	49.48%	9.91%	15.06%	74.45%	61.93%
2024	1,526,011	1,079,431	540,744	106,840	230,409	201,438	-44,906	246,344	50.10%	9.90%	15.10%	75.10%	72.16%
2025	283,493	31,721	120,069	5,672	42,355	-136,374	-158,111	21,737	378.52%	17.88%	14.94%	411.34%	355.57%
<b>Total</b>	<b>27,481,913</b>	<b>26,783,562</b>	<b>14,674,095</b>	<b>2,730,509</b>	<b>4,119,737</b>	<b>5,259,221</b>	<b>-1,497,608</b>	<b>6,756,829</b>	<b>54.79%</b>	<b>10.19%</b>	<b>14.99%</b>	<b>79.97%</b>	<b>74.52%</b>

Experience by Active Policy Year Through 1st Calendar Quarter 2024													
2014	2,223,640	2,223,640	729,888	219,850	328,411	945,491	23,782	921,710	32.82%	9.89%	14.77%	57.48%	58.55%
2015	2,637,269	2,637,269	1,502,060	279,773	395,860	459,576	-595,621	1,055,197	56.96%	10.61%	15.01%	82.58%	60.00%
2016	3,252,937	3,252,937	1,462,305	321,026	488,003	981,603	-66,797	1,048,400	44.95%	9.87%	15.00%	69.82%	67.77%
2017	3,584,045	3,584,045	3,350,066	428,017	537,554	-731,592	-72,614	-658,978	93.47%	11.94%	15.00%	120.41%	118.38%
2018	3,228,757	3,228,757	1,097,132	311,407	484,264	1,335,954	-125,697	1,461,652	33.98%	9.64%	15.00%	58.62%	54.73%
2019	2,697,936	2,697,936	1,706,565	269,726	404,690	316,955	-139,983	456,938	63.25%	10.00%	15.00%	88.25%	83.06%
2020	1,830,297	1,830,297	671,419	176,280	274,581	708,017	56,574	651,443	36.68%	9.63%	15.00%	61.31%	64.40%
2021	2,293,379	2,293,379	1,202,955	221,035	344,007	525,381	-61,862	587,243	52.45%	9.64%	15.00%	77.09%	74.39%
2022	2,019,579	2,019,579	1,182,382	201,932	303,003	332,262	-91,332	423,594	58.55%	10.00%	15.00%	83.55%	79.03%
2023	1,886,716	1,488,443	707,547	151,323	283,076	346,497	-237,560	584,057	47.54%	10.17%	15.00%	72.71%	60.12%
2024	188,107	20,337	105,974	3,650	28,216	-117,503	18,238	-135,741	521.10%	17.95%	15.00%	554.05%	563.75%
<b>Total</b>	<b>25,842,662</b>	<b>25,276,619</b>	<b>13,718,293</b>	<b>2,584,018</b>	<b>3,871,666</b>	<b>5,102,642</b>	<b>-1,292,873</b>	<b>6,395,515</b>	<b>54.27%</b>	<b>10.22%</b>	<b>14.98%</b>	<b>79.47%</b>	<b>74.47%</b>

Change in Experience by Active Policy Years from 1st Calendar Quarter 2024 Through 1st Calendar Quarter 2025													
2014	0	0	0	0	0	0	0	0					
2015	0	0	0	0	0	0	0	0					
2016	210	210	0	24	21	165	210	-45					
2017	3,046	3,046	55,000	349	305	-52,608	3,046	-55,654					
2018	3,837	3,837	0	447	384	3,006	3,838	-832					
2019	3,075	3,075	53,738	356	307	-51,327	3,075	-54,401					
2020	2,160	2,160	2,688	207	685	-1,420	2,160	-3,580					
2021	1,650	1,650	14,238	92	165	-12,845	1,650	-14,495					
2022	1,461	1,461	48,101	170	146	-46,956	1,461	-48,417					
2023	2,417	400,689	227,199	35,983	1,510	135,997	1,080	134,916					
2024	1,337,904	1,059,095	434,770	103,190	202,193	318,941	-63,143	382,085					
2025	283,493	31,721	120,069	5,672	42,355	-136,374	-158,111	21,737					
<b>Total</b>	<b>1,639,252</b>	<b>1,506,943</b>	<b>955,802</b>	<b>146,491</b>	<b>248,071</b>	<b>156,579</b>	<b>-204,735</b>	<b>361,314</b>					

Note: This is not a Member Participation Report. See User's Guide for Adjustments under Miscellaneous Income and Expense.

## HAWAII COMMERCIAL Financial Data as of 1st Calendar Quarter 2025

ALL COMPANIES COMBINED

Policy Year	INCURRED LOSSES			LOSS ADJUSTMENT EXPENSE		OTHER UNDERWRITING EXPENSES				MISCELLANEOUS INCOME AND EXPENSE			
	Paid Losses	Reserves	IBNR	ULAE	Incurred ALAE	Operating Service Fees	CPAI Charge-offs	Commission	Premium Deficiency Reserve	Investment Income	Charge-Offs	Misc Expenses	Other Misc Income
Experience by Active Policy Year Through 1st Calendar Quarter 2025													
2014	729,888	0	0	0	0	222,364	0	106,047	0	730	3,080	155,225	133,794
2015	1,502,060	0	0	0	0	263,727	0	132,133	0	4,347	5,325	247,243	843,841
2016	1,462,305	0	0	0	0	325,315	0	162,710	0	16,943	6,033	153,470	209,149
2017	3,405,066	0	0	0	0	358,709	0	179,150	0	38,197	4,726	154,517	190,614
2018	1,097,132	0	0	0	0	323,259	0	161,389	0	88,810	4,936	144,072	182,058
2019	1,760,302	0	0	0	0	270,101	0	134,897	0	83,148	11,336	138,088	203,184
2020	675,623	-1,659	143	0	0	183,246	0	92,020	0	9,066	2,628	177,910	112,739
2021	1,180,051	34,114	3,030	0	0	229,503	0	114,669	0	220	3,459	151,079	214,531
2022	1,133,592	81,949	14,942	0	0	202,104	0	101,045	0	28,085	2,806	171,508	236,100
2023	858,428	25,620	50,698	0	0	188,913	0	95,673	0	67,068	2,283	95,913	267,607
2024	138,860	109,818	292,066	0	0	152,601	0	77,808	0	69,793	2,334	214,400	191,847
2025	0	0	120,069	0	0	28,349	0	14,005	0	13,563	197	47,606	192,351
<b>Total</b>	<b>13,943,306</b>	<b>249,842</b>	<b>480,948</b>	<b>0</b>	<b>0</b>	<b>2,748,191</b>	<b>0</b>	<b>1,371,546</b>	<b>0</b>	<b>419,969</b>	<b>49,144</b>	<b>1,851,032</b>	<b>2,977,815</b>
Experience by Active Policy Year Through 1st Calendar Quarter 2024													
2014	729,888	0	0	0	0	222,364	0	106,047	0	730	3,080	155,225	133,794
2015	1,502,060	0	0	0	0	263,727	0	132,133	0	4,347	5,325	247,243	843,841
2016	1,462,305	0	0	0	0	325,294	0	162,710	0	16,943	5,824	153,470	209,149
2017	3,305,066	45,000	0	0	0	358,405	0	179,150	0	38,197	1,680	154,517	190,614
2018	1,097,132	0	0	0	0	322,876	0	161,389	0	88,810	1,098	144,072	182,058
2019	1,685,302	21,262	0	0	0	269,794	0	134,897	0	83,148	8,262	138,088	203,184
2020	675,623	-4,992	788	0	0	183,030	0	91,551	0	9,066	468	177,910	112,739
2021	1,125,051	63,008	14,897	0	0	229,338	0	114,669	0	220	1,809	151,079	214,531
2022	1,046,684	60,911	74,787	0	0	201,958	0	101,045	0	28,085	1,345	171,508	236,100
2023	244,262	170,027	293,259	0	0	188,672	0	94,404	0	67,068	1,202	95,913	267,607
2024	0	0	105,974	0	0	18,811	0	9,405	0	12,493	0	30,644	-87
<b>Total</b>	<b>12,873,371</b>	<b>355,216</b>	<b>489,705</b>	<b>0</b>	<b>0</b>	<b>2,584,266</b>	<b>0</b>	<b>1,287,400</b>	<b>0</b>	<b>349,106</b>	<b>30,093</b>	<b>1,619,670</b>	<b>2,593,530</b>
Change in Experience by Active Policy Years from 1st Calendar Quarter 2024 Through 1st Calendar Quarter 2025													
2014	0	0	0	0	0	0	0	0	0	0	0	0	0
2015	0	0	0	0	0	0	0	0	0	0	0	0	0
2016	0	0	0	0	0	21	0	0	0	0	210	0	0
2017	100,000	-45,000	0	0	0	305	0	0	0	0	3,046	0	0
2018	0	0	0	0	0	384	0	0	0	0	3,838	0	0
2019	75,000	-21,262	0	0	0	307	0	0	0	0	3,075	0	0
2020	0	3,333	-645	0	0	216	0	469	0	0	2,160	0	0
2021	55,000	-28,895	-11,867	0	0	165	0	0	0	0	1,650	0	0
2022	86,909	21,037	-59,845	0	0	146	0	0	0	0	1,461	0	0
2023	614,166	-144,407	-242,561	0	0	242	0	1,269	0	0	1,080	0	0
2024	138,860	109,818	186,092	0	0	133,790	0	68,403	0	57,300	2,334	183,756	191,933
2025	0	0	120,069	0	0	28,349	0	14,005	0	13,563	197	47,606	192,351
<b>Total</b>	<b>1,069,934</b>	<b>-105,375</b>	<b>-8,757</b>	<b>0</b>	<b>0</b>	<b>163,925</b>	<b>0</b>	<b>84,146</b>	<b>0</b>	<b>70,863</b>	<b>19,051</b>	<b>231,362</b>	<b>384,285</b>

The Supplemental Fee, if any, is included with Administration Fees. See User's Guide for further information, and an explanation, for adjustments under Miscellaneous Income and Expense.

# HAWAII CPAI Financial Data as of 1st Calendar Quarter 2025

ALL COMPANIES COMBINED

	A	B	C	D	E	F	G	H	I	J	K	L	M
			Losses	Claim	Other	B-C-D-E	Net Misc.	Net Result	C/B	D/B	E/A	I+J+K	L+(G/A)
Policy Year	Premium Written	Premium Earned	Incurring Including IBNR	Service Fees	Underwriting Expenses	Net Underwriting Results	Income & Expense	of Operations	Incurred Losses	LAE Incurred	Other U/W Exp	Net U/W Result	Net Operating Result
Experience by Active Policy Year Through 1st Calendar Quarter 2025													
2014	2,951,398	2,951,398	926,597	295,140	3,128,672	-1,399,011	-8,948	-1,390,063	31.40%	10.00%	106.01%	147.41%	147.11%
2015	2,618,652	2,618,652	675,013	271,122	2,775,772	-1,103,254	-415,936	-687,318	25.78%	10.35%	106.00%	142.13%	126.25%
2016	2,388,777	2,388,777	817,308	238,878	2,532,104	-1,199,512	-57,247	-1,142,266	34.21%	10.00%	106.00%	150.21%	147.81%
2017	2,135,403	2,135,403	738,370	267,838	2,263,461	-1,134,266	-84,877	-1,049,389	34.58%	12.54%	106.00%	153.12%	149.15%
2018	1,994,793	1,994,793	483,195	199,479	2,114,869	-802,750	-122,807	-679,943	24.22%	10.00%	106.02%	140.24%	134.08%
2019	1,823,863	1,823,863	441,027	182,360	1,935,211	-734,736	-97,144	-637,592	24.18%	10.00%	106.11%	140.29%	134.96%
2020	1,405,834	1,405,834	395,364	140,575	1,488,883	-618,988	-63,721	-555,268	28.12%	10.00%	105.91%	144.03%	139.50%
2021	1,191,811	1,191,811	297,067	119,217	1,263,319	-487,793	-51,588	-436,205	24.93%	10.00%	106.00%	140.93%	136.60%
2022	1,119,990	1,119,990	172,861	111,960	1,209,790	-374,621	-33,294	-341,327	15.43%	10.00%	108.02%	133.45%	130.48%
2023	987,995	987,995	221,847	98,771	1,047,275	-379,898	-53,819	-326,078	22.45%	10.00%	106.00%	138.45%	133.00%
2024	969,613	711,764	183,512	71,212	1,118,576	-661,535	-22,914	-638,621	25.78%	10.00%	115.36%	151.14%	148.78%
2025	256,425	31,766	43,644	5,712	350,911	-368,501	-143,015	-225,486	137.39%	17.98%	136.85%	292.22%	236.45%
<b>Total</b>	<b>19,844,554</b>	<b>19,362,047</b>	<b>5,395,805</b>	<b>2,002,264</b>	<b>21,228,842</b>	<b>-9,264,864</b>	<b>-1,155,309</b>	<b>-8,109,555</b>	<b>27.87%</b>	<b>10.34%</b>	<b>106.98%</b>	<b>145.19%</b>	<b>139.37%</b>
Experience by Active Policy Year Through 1st Calendar Quarter 2024													
2014	2,951,398	2,951,398	926,597	295,140	3,128,672	-1,399,011	-8,948	-1,390,063	31.40%	10.00%	106.01%	147.41%	147.11%
2015	2,618,652	2,618,652	675,013	271,122	2,775,772	-1,103,254	-415,936	-687,318	25.78%	10.35%	106.00%	142.13%	126.25%
2016	2,388,777	2,388,777	817,308	238,878	2,532,104	-1,199,512	-57,247	-1,142,266	34.21%	10.00%	106.00%	150.21%	147.81%
2017	2,135,403	2,135,403	738,370	267,838	2,263,461	-1,134,266	-84,877	-1,049,389	34.58%	12.54%	106.00%	153.12%	149.15%
2018	1,994,793	1,994,793	483,195	199,479	2,114,869	-802,750	-122,807	-679,943	24.22%	10.00%	106.02%	140.24%	134.08%
2019	1,823,863	1,823,863	441,027	182,360	1,935,211	-734,736	-97,144	-637,592	24.18%	10.00%	106.11%	140.29%	134.96%
2020	1,405,834	1,405,834	392,327	140,600	1,488,883	-615,976	-63,721	-552,255	27.91%	10.00%	105.91%	143.82%	139.29%
2021	1,191,811	1,191,811	313,675	119,217	1,263,319	-504,401	-51,588	-452,812	26.32%	10.00%	106.00%	142.32%	137.99%
2022	1,119,990	1,119,990	195,600	111,960	1,209,790	-397,361	-33,294	-364,067	17.46%	10.00%	108.02%	135.48%	132.51%
2023	988,498	721,717	128,540	72,218	1,140,545	-619,586	-53,819	-565,767	17.81%	10.01%	115.38%	143.20%	137.76%
2024	264,337	33,348	26,621	6,002	360,492	-359,767	25,628	-385,396	79.83%	18.00%	136.38%	234.21%	243.91%
<b>Total</b>	<b>18,883,356</b>	<b>18,385,585</b>	<b>5,138,272</b>	<b>1,904,814</b>	<b>20,213,118</b>	<b>-8,870,619</b>	<b>-963,752</b>	<b>-7,906,867</b>	<b>27.95%</b>	<b>10.36%</b>	<b>107.04%</b>	<b>145.35%</b>	<b>140.25%</b>
Change in Experience by Active Policy Years from 1st Calendar Quarter 2024 Through 1st Calendar Quarter 2025													
2014	0	0	0	0	0	0	0	0					
2015	0	0	0	0	0	0	0	0					
2016	0	0	0	0	0	0	0	0					
2017	0	0	0	0	0	0	0	0					
2018	0	0	0	0	0	0	0	0					
2019	0	0	0	0	0	0	0	0					
2020	0	0	3,037	-25	0	-3,013	0	-3,013					
2021	0	0	-16,608	0	0	16,608	0	16,608					
2022	0	0	-22,740	0	0	22,740	0	22,740					
2023	-503	266,278	93,307	26,553	-93,270	239,688	0	239,688					
2024	705,276	678,417	156,891	65,210	758,084	-301,768	-48,543	-253,226					
2025	256,425	31,766	43,644	5,712	350,911	-368,501	-143,015	-225,486					
<b>Total</b>	<b>961,198</b>	<b>976,461</b>	<b>257,533</b>	<b>97,451</b>	<b>1,015,724</b>	<b>-394,246</b>	<b>-191,557</b>	<b>-202,688</b>					

Note: This is not a Member Participation Report. See User's Guide for Adjustments under Miscellaneous Income and Expense.

## HAWAII CPAI Financial Data as of 1st Calendar Quarter 2025

ALL COMPANIES COMBINED

Policy Year	INCURRED LOSSES			LOSS ADJUSTMENT EXPENSE		OTHER UNDERWRITING EXPENSES				MISCELLANEOUS INCOME AND EXPENSE			
	Paid Losses	Reserves	IBNR	ULAE	Incurred ALAE	Operating Service Fees	CPAI Charge-offs	Commission	Premium Deficiency Reserve	Investment Income	Charge-Offs	Misc Expenses	Other Misc Income
Experience by Active Policy Year Through 1st Calendar Quarter 2025													
2014	926,597	0	0	0	0	177,084	2,951,588	0	0	833	271	199,160	207,546
2015	675,013	0	0	0	0	157,119	2,618,652	0	0	1,857	96	259,768	673,943
2016	817,308	0	0	0	0	143,327	2,388,777	0	0	12,671	179	117,092	161,847
2017	738,370	0	0	0	0	128,124	2,135,337	0	0	23,821	121	92,907	154,084
2018	483,195	0	0	0	0	119,688	1,995,181	0	0	57,879	71	94,719	159,719
2019	441,027	0	0	0	0	109,432	1,825,780	0	0	57,572	46	96,720	136,338
2020	395,364	0	0	0	0	84,350	1,404,533	0	0	7,618	101	148,488	204,692
2021	277,399	19,628	41	0	0	71,509	1,191,811	0	0	118	121	81,209	132,800
2022	159,606	13,204	50	0	0	89,800	1,119,990	0	0	16,003	25	94,357	111,673
2023	182,120	33,984	5,742	0	0	59,280	987,995	0	0	37,552	48	66,848	83,163
2024	96,268	56,005	31,239	0	0	58,177	969,613	0	90,786	50,711	-9	150,375	122,569
2025	0	9,746	33,899	0	0	15,386	256,425	0	79,100	12,268	178	43,060	173,986
<b>Total</b>	<b>5,192,266</b>	<b>132,568</b>	<b>70,971</b>	<b>0</b>	<b>0</b>	<b>1,213,274</b>	<b>19,845,682</b>	<b>0</b>	<b>169,886</b>	<b>278,902</b>	<b>1,247</b>	<b>1,444,703</b>	<b>2,322,358</b>
Experience by Active Policy Year Through 1st Calendar Quarter 2024													
2014	926,597	0	0	0	0	177,084	2,951,588	0	0	833	271	199,160	207,546
2015	675,013	0	0	0	0	157,119	2,618,652	0	0	1,857	96	259,768	673,943
2016	817,308	0	0	0	0	143,327	2,388,777	0	0	12,671	179	117,092	161,847
2017	738,370	0	0	0	0	128,124	2,135,337	0	0	23,821	121	92,907	154,084
2018	483,195	0	0	0	0	119,688	1,995,181	0	0	57,879	71	94,719	159,719
2019	441,027	0	0	0	0	109,432	1,825,780	0	0	57,572	46	96,720	136,338
2020	382,920	9,354	53	0	0	84,350	1,404,533	0	0	7,618	101	148,488	204,692
2021	272,690	40,192	793	0	0	71,509	1,191,811	0	0	118	121	81,209	132,800
2022	131,569	59,727	4,304	0	0	89,800	1,119,990	0	0	16,003	25	94,357	111,673
2023	68,387	40,796	19,358	0	0	59,310	988,498	0	92,737	37,552	48	66,848	83,163
2024	0	4,841	21,780	0	0	15,860	264,337	0	80,295	17,555	0	43,062	-122
<b>Total</b>	<b>4,937,074</b>	<b>154,910</b>	<b>46,288</b>	<b>0</b>	<b>0</b>	<b>1,155,602</b>	<b>18,884,484</b>	<b>0</b>	<b>173,032</b>	<b>233,479</b>	<b>1,078</b>	<b>1,294,329</b>	<b>2,025,681</b>
Change in Experience by Active Policy Years from 1st Calendar Quarter 2024 Through 1st Calendar Quarter 2025													
2014	0	0	0	0	0	0	0	0	0	0	0	0	0
2015	0	0	0	0	0	0	0	0	0	0	0	0	0
2016	0	0	0	0	0	0	0	0	0	0	0	0	0
2017	0	0	0	0	0	0	0	0	0	0	0	0	0
2018	0	0	0	0	0	0	0	0	0	0	0	0	0
2019	0	0	0	0	0	0	0	0	0	0	0	0	0
2020	12,444	-9,354	-53	0	0	0	0	0	0	0	0	0	0
2021	4,709	-20,564	-753	0	0	0	0	0	0	0	0	0	0
2022	28,037	-46,523	-4,254	0	0	0	0	0	0	0	0	0	0
2023	113,734	-6,811	-13,616	0	0	-30	-503	0	-92,737	0	0	0	0
2024	96,268	51,164	9,460	0	0	42,317	705,276	0	10,491	33,155	-9	107,313	122,691
2025	0	9,746	33,899	0	0	15,386	256,425	0	79,100	12,268	178	43,060	173,986
<b>Total</b>	<b>255,191</b>	<b>-22,342</b>	<b>24,683</b>	<b>0</b>	<b>0</b>	<b>57,672</b>	<b>961,198</b>	<b>0</b>	<b>-3,146</b>	<b>45,423</b>	<b>169</b>	<b>150,374</b>	<b>296,677</b>

The Supplemental Fee, if any, is included with Administration Fees. See User's Guide for further information, and an explanation, for adjustments under Miscellaneous Income and Expense.

# HAWAII PRIVATE PASSENGER Financial Data as of 1st Calendar Quarter 2025

ALL COMPANIES COMBINED

	A	B	C	D	E	F	G	H	I	J	K	L	M
			Losses			B-C-D-E		F-G	C/B	D/B	E/A	I+J+K	L+(G/A)
Policy Year	Premium Written	Premium Earned	Incurring Including IBNR	Claim Service Fees	Other Underwriting Expenses	Net Underwriting Results	Net Misc. Income & Expense	Net Result of Operations	Incurred Losses	LAE Incurred	Other U/W Exp	Net U/W Result	Net Operating Result
Experience by Active Policy Year Through 1st Calendar Quarter 2025													
2014	207,772	207,772	87,137	20,485	32,385	67,765	7,165	60,600	41.94%	9.86%	15.59%	67.39%	70.84%
2015	209,421	209,421	112,996	22,468	27,038	46,918	-20,464	67,382	53.96%	10.73%	12.91%	77.60%	67.83%
2016	220,940	220,940	45,975	21,542	28,325	125,098	-2,483	127,582	20.81%	9.75%	12.82%	43.38%	42.26%
2017	209,794	209,794	81,626	24,118	25,819	78,231	-9,068	87,299	38.91%	11.50%	12.31%	62.72%	58.40%
2018	135,807	135,807	18,427	12,807	16,869	87,705	-8,138	95,843	13.57%	9.43%	12.42%	35.42%	29.43%
2019	137,046	137,046	103,068	13,715	16,739	3,524	-6,640	10,163	75.21%	10.01%	12.21%	97.43%	92.59%
2020	141,249	141,249	10,850	13,040	16,682	100,678	-15,662	116,340	7.68%	9.23%	11.81%	28.72%	17.63%
2021	130,740	130,740	77,750	12,054	15,284	25,653	-7,143	32,796	59.47%	9.22%	11.69%	80.38%	74.92%
2022	59,628	59,628	18,263	5,935	9,858	25,572	-2,895	28,467	30.63%	9.95%	16.53%	57.11%	52.25%
2023	99,235	99,235	61,114	9,608	18,670	9,843	7,545	2,298	61.59%	9.68%	18.81%	90.08%	97.68%
2024	124,189	106,527	32,231	10,432	22,739	41,126	-11,339	52,465	30.26%	9.79%	18.31%	58.36%	49.23%
2025	50,729	4,624	6,964	709	9,855	-12,904	-28,293	15,389	150.62%	15.33%	19.43%	185.38%	129.61%
<b>Total</b>	<b>1,726,549</b>	<b>1,662,783</b>	<b>656,399</b>	<b>166,913</b>	<b>240,263</b>	<b>599,208</b>	<b>-97,415</b>	<b>696,623</b>	<b>39.48%</b>	<b>10.04%</b>	<b>13.92%</b>	<b>63.44%</b>	<b>57.80%</b>
Experience by Active Policy Year Through 1st Calendar Quarter 2024													
2014	207,772	207,772	87,137	20,485	32,385	67,765	7,165	60,600	41.94%	9.86%	15.59%	67.39%	70.84%
2015	209,421	209,421	112,996	22,468	27,038	46,918	-20,464	67,382	53.96%	10.73%	12.91%	77.60%	67.83%
2016	220,832	220,832	45,975	21,529	28,314	125,014	-2,592	127,605	20.82%	9.75%	12.82%	43.39%	42.22%
2017	211,305	211,305	81,626	24,274	25,970	79,435	-10,004	89,439	38.63%	11.49%	12.29%	62.41%	57.68%
2018	137,758	137,758	18,427	13,010	17,064	89,258	-8,639	97,897	13.38%	9.44%	12.39%	35.21%	28.94%
2019	139,019	139,019	102,485	13,921	16,936	5,676	-7,141	12,817	73.72%	10.01%	12.18%	95.91%	90.77%
2020	143,165	143,165	10,267	13,218	16,873	102,807	-16,163	118,970	7.17%	9.23%	11.79%	28.19%	16.90%
2021	135,568	135,568	77,846	12,456	15,767	29,499	-7,644	37,144	57.42%	9.19%	11.63%	78.24%	72.60%
2022	64,978	64,978	21,361	6,436	10,394	26,788	-3,396	30,184	32.87%	9.90%	16.00%	58.77%	53.54%
2023	112,053	67,457	72,347	7,080	21,386	-33,355	-1,787	-31,568	107.25%	10.50%	19.09%	136.84%	135.24%
2024	40,193	4,614	8,620	704	8,039	-12,749	3,897	-16,646	186.82%	15.26%	20.00%	222.08%	231.78%
<b>Total</b>	<b>1,622,064</b>	<b>1,541,890</b>	<b>639,087</b>	<b>155,581</b>	<b>220,165</b>	<b>527,056</b>	<b>-66,768</b>	<b>593,824</b>	<b>41.45%</b>	<b>10.09%</b>	<b>13.57%</b>	<b>65.11%</b>	<b>60.99%</b>
Change in Experience by Active Policy Years from 1st Calendar Quarter 2024 Through 1st Calendar Quarter 2025													
2014	0	0	0	0	0	0	0	0					
2015	0	0	0	0	0	0	0	0					
2016	108	108	0	13	11	84	108	-24					
2017	-1,511	-1,511	0	-156	-151	-1,204	936	-2,140					
2018	-1,951	-1,951	0	-203	-195	-1,553	501	-2,054					
2019	-1,973	-1,973	583	-206	-197	-2,153	501	-2,654					
2020	-1,916	-1,916	583	-178	-192	-2,129	501	-2,630					
2021	-4,828	-4,828	-96	-402	-483	-3,847	501	-4,348					
2022	-5,351	-5,351	-3,099	-501	-535	-1,216	501	-1,717					
2023	-12,819	31,777	-11,233	2,528	-2,716	43,198	9,333	33,866					
2024	83,996	101,913	23,611	9,728	14,700	53,874	-15,236	69,110					
2025	50,729	4,624	6,964	709	9,855	-12,904	-28,293	15,389					
<b>Total</b>	<b>104,485</b>	<b>120,893</b>	<b>17,313</b>	<b>11,332</b>	<b>20,097</b>	<b>72,152</b>	<b>-30,647</b>	<b>102,799</b>					

Note: This is not a Member Participation Report. See User's Guide for Adjustments under Miscellaneous Income and Expense.

## HAWAII PRIVATE PASSENGER Financial Data as of 1st Calendar Quarter 2025

ALL COMPANIES COMBINED

Policy Year	INCURRED LOSSES			LOSS ADJUSTMENT EXPENSE		OTHER UNDERWRITING EXPENSES				MISCELLANEOUS INCOME AND EXPENSE			
	Paid Losses	Reserves	IBNR	ULAE	Incurred ALAE	Operating Service Fees	CPAI Charge-offs	Commission	Premium Deficiency Reserve	Investment Income	Charge-Offs	Misc Expenses	Other Misc Income
Experience by Active Policy Year Through 1st Calendar Quarter 2025													
2014	87,137	0	0	0	0	20,777	0	11,608	0	60	1,130	14,451	8,356
2015	112,996	0	0	0	0	20,941	0	6,097	0	-37	3,127	23,112	46,739
2016	45,975	0	0	0	0	22,095	0	6,230	0	1,274	2,666	11,762	15,638
2017	81,626	0	0	0	0	20,979	0	4,839	0	2,409	1,681	9,286	17,626
2018	18,427	0	0	0	0	13,581	0	3,288	0	3,829	1,075	6,833	12,217
2019	103,068	0	0	0	0	13,705	0	3,035	0	4,565	1,052	7,667	10,794
2020	10,850	0	0	0	0	14,125	0	2,557	0	832	2,635	15,959	33,424
2021	77,738	0	11	0	0	13,074	0	2,210	0	15	966	9,317	17,411
2022	18,247	0	16	0	0	5,963	0	3,896	0	1,150	619	5,834	8,198
2023	58,336	0	2,777	0	0	9,923	0	8,747	0	6,033	9,354	14,989	10,765
2024	14,121	0	18,110	0	0	12,419	0	10,320	0	6,041	436	18,138	23,873
2025	0	0	6,964	0	0	5,073	0	4,782	0	2,427	35	8,519	34,420
<b>Total</b>	<b>628,520</b>	<b>0</b>	<b>27,879</b>	<b>0</b>	<b>0</b>	<b>172,655</b>	<b>0</b>	<b>67,608</b>	<b>0</b>	<b>28,597</b>	<b>24,777</b>	<b>145,866</b>	<b>239,461</b>
Experience by Active Policy Year Through 1st Calendar Quarter 2024													
2014	87,137	0	0	0	0	20,777	0	11,608	0	60	1,130	14,451	8,356
2015	112,996	0	0	0	0	20,941	0	6,097	0	-37	3,127	23,112	46,739
2016	45,975	0	0	0	0	22,084	0	6,230	0	1,274	2,558	11,762	15,638
2017	81,626	0	0	0	0	21,131	0	4,839	0	2,409	745	9,286	17,626
2018	18,427	0	0	0	0	13,776	0	3,288	0	3,829	574	6,833	12,217
2019	103,068	-583	0	0	0	13,902	0	3,035	0	4,565	551	7,667	10,794
2020	10,850	-583	0	0	0	14,316	0	2,557	0	832	2,134	15,959	33,424
2021	77,433	0	413	0	0	13,557	0	2,210	0	15	465	9,317	17,411
2022	16,318	3,102	1,942	0	0	6,498	0	3,896	0	1,150	118	5,834	8,198
2023	41,514	11,603	19,230	0	0	11,205	0	10,181	0	6,033	22	14,989	10,765
2024	0	0	8,620	0	0	4,019	0	4,019	0	2,669	0	6,548	-19
<b>Total</b>	<b>595,343</b>	<b>13,538</b>	<b>30,205</b>	<b>0</b>	<b>0</b>	<b>162,206</b>	<b>0</b>	<b>57,959</b>	<b>0</b>	<b>22,799</b>	<b>11,423</b>	<b>125,757</b>	<b>181,150</b>
Change in Experience by Active Policy Years from 1st Calendar Quarter 2024 Through 1st Calendar Quarter 2025													
2014	0	0	0	0	0	0	0	0	0	0	0	0	0
2015	0	0	0	0	0	0	0	0	0	0	0	0	0
2016	0	0	0	0	0	11	0	0	0	0	108	0	0
2017	0	0	0	0	0	-151	0	0	0	0	936	0	0
2018	0	0	0	0	0	-195	0	0	0	0	501	0	0
2019	0	583	0	0	0	-197	0	0	0	0	501	0	0
2020	0	583	0	0	0	-192	0	0	0	0	501	0	0
2021	305	0	-402	0	0	-483	0	0	0	0	501	0	0
2022	1,928	-3,102	-1,926	0	0	-535	0	0	0	0	501	0	0
2023	16,822	-11,603	-16,453	0	0	-1,282	0	-1,434	0	0	9,333	0	0
2024	14,121	0	9,490	0	0	8,400	0	6,301	0	3,371	436	11,591	23,892
2025	0	0	6,964	0	0	5,073	0	4,782	0	2,427	35	8,519	34,420
<b>Total</b>	<b>33,177</b>	<b>-13,538</b>	<b>-2,326</b>	<b>0</b>	<b>0</b>	<b>10,449</b>	<b>0</b>	<b>9,649</b>	<b>0</b>	<b>5,798</b>	<b>13,354</b>	<b>20,109</b>	<b>58,311</b>

The Supplemental Fee, if any, is included with Administration Fees. See User's Guide for further information, and an explanation, for adjustments under Miscellaneous Income and Expense.

**2020 Commercial Auto Coverage Parts Program  
Public or Livery Conveyance Exclusions  
(Including Delivery Network Platform Services)**

**Executive Summary**

---

ISO has introduced the December 2020 Edition of the Commercial Auto Coverage Parts Program (CACP) to replace the 2013 Edition with related endorsement form and rating rule revisions.

We are proposing adoption of ISO's revisions to the Commercial Auto Coverage Parts Program. The more significant revisions included in the 2020 CACP to the Business Auto Coverage Form and related endorsement forms are as follows:

1. Certain autos leased or rented for a continuous period of six months or more will be considered owned autos.
2. Trailer provisions are revised to replace load capacity of 2,000 pounds with a Gross Vehicle Weight Rating (GVWR) of 3,000 pounds.
3. Transportation Expenses are increased from \$15 a day with a maximum of \$450 to \$30 a day with a maximum of \$900.
4. An unmanned aircraft (commonly referred to as drones) exclusion and definition are introduced.

In response to the increase of on-demand delivery service providers and the related exposures associated with such services, ISO is introducing new 1) public or livery conveyance exclusions to address delivery network services and 2) optional personal auto delivery network driver coverage.

In addition, ISO introduced changes to abuse and molestation coverage and exclusions for use with the Auto Dealers, Business Auto, and Motor Carrier Coverage Forms.



**2020 Commercial Auto Coverage Parts Program  
Public or Livery Conveyance Exclusions  
(Including Delivery Network Platform Services)**

### Defining the Issue

---

ISO has introduced the December 2020 Commercial Auto Coverage Parts Program (CACP) and related endorsements to replace the 2013 Edition. With the 2020 Edition, ISO has revised the Business Auto Coverage Form and related endorsement forms as follows:

1. Certain autos leased or rented for a continuous period of six months or more will be considered owned autos.
2. Trailer provisions are revised to replace load capacity of 2,000 pounds with a Gross Vehicle Weight Rating (GVWR) of 3,000 pounds.
3. Transportation Expenses and Loss of Use Expenses under the Coverage Extensions provisions are increased from \$15 a day with a maximum of \$450 to \$30 a day with a maximum of \$900.
4. Towing and Labor coverage for private passenger types is extended to include light and medium trucks.
5. The Deductible Provision is revised to introduce a maximum deductible.
6. An unmanned aircraft (commonly referred to as drones) exclusion and definition are introduced.

In response to the increase of on-demand delivery service providers and the related exposures associated with such services, ISO is introducing new 1) public or livery conveyance exclusions to address delivery network services and 2) optional personal auto delivery network driver coverage.

In addition, ISO introduced changes to abuse and molestation coverage and exclusions for use with the Auto Dealers, Business Auto, and Motor Carrier Coverage Forms.

### Action Needed

---

Please review this proposal and consider adopting revisions to the CACP and related rating rules.

### Effective Date

---

If approved by the Governing Committee these changes will be filed with an effective date of January 1, 2026.

### Proposal

---

We propose adopting ISO's revisions to the Commercial Auto Coverage Parts Program with certain deviations, such as excluding the following revisions to coverages that are not currently provided by the Hawaii Joint Underwriting Plan:

1. Extended Towing and Labor coverage for light and medium trucks
2. Increased limits for Loss of Use Expenses under the Coverage Extensions provisions

In addition, we do not recommend adopting the following:

1. The revision to the Owned Autos You Acquire After the Policy Begins provision providing that certain autos leased or rented for a continuous period of six months or more will be considered owned autos under the policy
2. The introduction of a maximum deductible under the deductible provisions

We also propose clarifying the public or livery conveyance exclusions to explicitly exclude any liability, uninsured and underinsured motorists, personal injury protection, and physical damage coverages for an insured while logged into a “transportation network platform” as a driver, whether or not a passenger is occupying the vehicle and a “transportation network platform” or “delivery network platform” as a driver to provide delivery services, including courier services, whether or not the food, goods, items or products to be delivered are in the vehicle.

In addition, we propose excluding covered autos liability for damages arising out of the actual, alleged or threatened abuse or molestation, including but not limited to sexual abuse or sexual molestation of any person committed by anyone, or the negligent employment, investigation, supervision, reporting to the proper authorities, or failure to so report, or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be otherwise excluded.

**Impact**

---

This proposal provides a combination of broadenings and restrictions of coverage.

**Attachments**

---

- EXHIBIT A—Explanatory Memorandum for proposed revised AIPSO and ISO coverage forms and endorsements
- EXHIBIT B—Commercial Auto Coverage Forms Portfolio Index and copies of the new and revised commercial auto coverage forms and endorsements displaying changes with strike-through and underscore
- EXHIBIT C—Explanatory Memorandum for proposed rule revisions
- EXHIBIT D—Proposed rule revisions

**Explanatory Memorandum for the  
2020 Commercial Auto Coverage Parts Program  
Public or Livery Conveyance Exclusions  
(Including Delivery Network Platform Services)**

## I. COVERAGE FORMS

### CA 00 01 11 20 Business Auto Coverage Form Replaces CA 00 01 10 13

This policy is revised as follows:

#### 1. Section I—Covered Autos

- a. The Owned Autos You Acquire After the Policy Begins provision is retitled, revised, and a new paragraph 3 is introduced to provide that certain autos leased or rented for a continuous period of six months or more will be considered owned autos under the policy.

*AIPSO is not recommending this revision to the Owned Autos You Acquire After the Policy Begins provision. (See AP 20 97)*

- b. The Certain Trailers, Mobile Equipment and Temporary Substitute Autos provision is revised to replace load capacity of 2,000 pounds with a Gross Vehicle Weight Rating (GVWR) of 3,000 pounds. This revision reflects the Title 49 C.F.R. 567.4 requirement that GVWR be affixed to all trailers. This GVWR is equivalent to the current 2,000 pound load capacity.

#### 2. Section II—Covered Autos Liability Coverage

Exclusions is revised to introduce an Unmanned Aircraft (commonly referred to as drones) exclusion to reinforce that aircraft exposures are not contemplated under auto liability insurance.

#### 3. Section III—Physical Damage Coverage

##### a. Coverage

- (1) The Towing provision is retitled and revised to extend Towing and Labor coverage for private passenger types to include light and medium trucks.

*The change to the Towing provision is not applicable to the Hawaii Joint Underwriting Plan, since this coverage is not available in the Plan.*

- (2) Transportation Expenses and Loss of Use Expenses under the Coverage Extensions provisions are revised to increase the limits to \$30 a day with a maximum of \$900.

##### b. Deductible

The Deductible Provision is revised to introduce a maximum deductible.

*AIPSO is not recommending the introduction of a maximum deductible. (See AP 20 97)*

#### 4. Section V—Definitions

A definition of unmanned aircraft is introduced to coincide with the unmanned aircraft exclusion introduced under Section II—Covered Autos Liability Coverage.

Editorial revisions are also made.

## II. AIPSO ENDORSEMENTS

### A. AP 20 97 01 25 Hawaii Changes In Business Auto Coverage Form Replaces CA 01 27 04 17

This form is retitled and amended to eliminate Paragraph B.3 of the Owned Autos provision which states that certain autos leased or rented for a continuous period of six months or more

will be considered owned autos under the policy. The Owned Autos provision is also retitled to reference autos you acquire after the policy begins in the title rather than paragraphs 1 and 2.

Paragraph B.3 is eliminated since its introduction may lead to coverage ambiguity if Symbol 7 is selected. Symbol 7 (Specifically Described “Autos”) requires an insured to notify the company within 30 days if an auto is acquired; however, Paragraph B.3 could be interpreted to eliminate the notification requirement for leased or rented autos that are considered owned.

Section III—Physical Damage Coverage is revised to clarify that the Loss of Use Expenses and maximum deductible do not apply.

In addition, the statement that the deductible does not apply to loss caused by fire or lightning has been removed.

Editorial revisions are also made.

**B. AP 91 20 11 20 Stated Amount Insurance**  
Replaces CA 99 28 10 13

This form is revised to remove the statement that the deductible does not apply to loss caused by fire or lightning.

Editorial revisions are also made.

**III. ISO ENDORSEMENTS**

**A. CA 20 59 11 20 Hawaii Lessor—Additional Insured And Loss Payee**  
Replaces CA 20 59 04 17

This form is revised to remove Physical Damage Coverage limit references since the applicable limits are already addressed under the applicable coverage form’s Physical Damage Coverage Limit of Insurance provisions.

**B. CA 23 45 11 20 Public Or Livery Passenger Conveyance And On-Demand Delivery Services Exclusion**  
Replaces CA 23 44 11 16

This form is introduced to clarify the commercial auto policy “public or livery conveyance” exclusion for liability, medical payments, physical damage, uninsured and/or underinsured, and personal injury protection coverages for an insured while logged into a (1) “transportation network platform” as a driver whether or not a passenger is occupying the vehicle and (2) “transportation network platform” or “delivery network platform” as a driver to provide “delivery services”, whether or not the goods, items or products to be delivered are in the covered “auto”. However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

*The Hawaii Joint Underwriting Plan does not provide medical payments coverage on commercial auto policies so the medical payments exclusions have no effect on Plan business.*

**C. CA 28 03 09 22 Abuse Or Molestation Exclusion For Covered Autos Liability Exclusion**

This endorsement is introduced to exclude covered autos liability for damages arising out of the actual, alleged or threatened abuse or molestation, including but not limited to sexual abuse or sexual molestation of any person committed by anyone.

**IV. APPLICATION AND RELATED FORMS**

**AIP 9532 Hawaii Joint Underwriting Plan Policy Change Request—Private Passenger/Commercial**

Section 2. Vehicle Addition is amended to replace the Gross Vehicle Weight (GVW) reference with Gross Vehicle Weight Rating (GVWR).

**AIP 9535 Commercial Application—Hawaii Joint Underwriting Plan**

Section 9. Vehicle Information and Use is amended to replace the Gross Vehicle Weight (GVW) reference with Gross Vehicle Weight Rating (GVWR).

**AIP 9536 Supplemental Commercial Vehicle Schedule—Hawaii**

Vehicle Information and Use is amended to replace Gross Vehicle Weight (GVW) reference with Gross Vehicle Weight Rating (GVWR).



**Proposed New and Revised Forms and Endorsements**

CA 00 01 11 20	Business Auto Coverage Form
AP 20 97 01 25	Hawaii Changes In Business Auto Coverage Form
AP 91 20 11 20	Stated Amount Insurance
CA 20 59 11 20	Hawaii Lessor—Additional Insured And Loss Payee
CA 23 45 11 20	Public Or Livery Passenger Conveyance And On-Demand Delivery Services Exclusion
CA 28 03 09 22	Abuse Or Molestation Exclusion For Covered Autos Liability Exclusion



## BUSINESS AUTO COVERAGE FORM

Various provisions in this pPolicy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this pPolicy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the pPolicy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the pPolicy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the pPolicy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that 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 pPolicy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the pPolicy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	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", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

<b>19</b>	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
-----------	--	---

**B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire after the policy period begins of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire after the policy period begins will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity registered Gross Vehicle Weight Rating of ~~3,000~~ 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;

- d. "Loss"; or
- e. Destruction.

**SECTION II – COVERED AUTOS LIABILITY COVERAGE**

**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

**1. Who Is An Insured**

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and  
(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### 5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or  
b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

#### 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### 7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or  
b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

#### 8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### 9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or  
b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### 10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and  
b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;  
(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or  
(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

#### 11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:  
(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**12. War**

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**13. Racing**

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

**14. Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of "unmanned aircraft".

**C. Limit Of Insurance**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

**SECTION III – PHYSICAL DAMAGE COVERAGE**

**A. Coverage**

- 1. We will pay for "loss" to a covered "auto" or its equipment under:

**a. Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**b. Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or

- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

**c. Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**2. Towing And Labor**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" ~~of the~~ that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

**3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to ~~\$20~~ \$30 per day, to a maximum of ~~\$600~~ \$900, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the ~~p~~Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**b. Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes ~~Of~~ Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is ~~\$20~~ \$30 per day, to a maximum of ~~\$600~~ \$900.

**B. Exclusions**

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

**a. Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

**b. War Or Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:
  - a. Wear and tear, freezing, mechanical or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
  - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
  - d. Any accessories used with the electronic equipment described in Paragraph c. above.
5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
- a. Permanently installed in or upon the covered "auto";
  - b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
  - c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
  - d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

**C. Limits Of Insurance**

- 1. The most we will pay for:
  - a. "Loss" to any one covered "auto" is the lesser of:
    - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
    - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
  - b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:
    - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
- (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

**D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance, provided that: ~~Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.~~

1. The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:

- a. Theft or mischief or vandalism; or
- b. All perils.

2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or mischief or vandalism; or
- b. All perils.

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

**SECTION IV – BUSINESS AUTO CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

**A. Loss Conditions**

**1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A

decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

## 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this pPolicy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

## 3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this pPolicy to bring us into an action to determine the "insured's" liability.

## 4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

## 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

## B. General Conditions

### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

### 2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### 4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

### 5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

### 6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this pPolicy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or

retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this pPolicy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the pPolicy.

### 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere else in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

### 8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

### SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

**B. "Auto" means:**

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

**C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.**

**D. "Covered pollution cost or expense" means any cost or expense arising out of:**

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

**a. That are, or that are contained in any property that is:**

- (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

**b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or**

**c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".**

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".**

**F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".**

**G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.**

**H. "Insured contract" means:**

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - 2. Vehicles maintained for use solely on or next to premises you own or rent;
  - 3. Vehicles that travel on crawler treads;
  - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- a. Power cranes, shovels, loaders, diggers or drills; or
- b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
- 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers; or
- 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  - 1. Damages because of "bodily injury" or "property damage"; or
  - 2. A "covered pollution cost or expense"; to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.
- S. "Unmanned aircraft" means an aircraft that is not:
  - 1. Designed;
  - 2. Manufactured; or
  - 3. Modified after manufacture;to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## HAWAII CHANGES IN BUSINESS AUTO COVERAGE FORM

For a covered "auto" licensed or principally garaged in, or ~~"auto dealer operations" conducted in,~~ Hawaii, this endorsement modifies insurance provided under the following:

~~AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM~~

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below:

<u>Endorsement Effective:</u>
<u>Named Insured:</u>

### **A. SECTION I—COVERED AUTOS**

**Owned Autos** is replaced by the following:

#### **Owned Autos You Acquire After The Policy Begins**

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

### **AB. Changes In Covered Autos Liability Coverage SECTION II—COVERED AUTOS LIABILITY COVERAGE**

1. The lead-in to Paragraph **A.1.b.** of the **Who Is An Insured** provision in the Business Auto and Motor Carrier Coverage Forms and the lead-in to Paragraph **D.2.b.** of the

~~**Who Is An Insured**~~ provision in the ~~Auto Dealers Coverage Form~~ are is replaced by the following:

- b. Anyone else is an "insured" while using a covered "auto" you own, hire or borrow with a reasonable belief that such "insured" is entitled to do so except:

### **BC. SECTION III—PHYSICAL DAMAGE COVERAGE**

**A. Loss of Use Expenses** under **Coverage Extensions** do not apply.

**B. Deductible** is replaced by the following:

For each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations.

### **D. SECTION IV—BUSINESS AUTO CONDITIONS**

#### **B. Changes In Conditions**

**4A.** The **Legal Action Against Us** Condition is replaced by the following:

No action may be brought against us under this Coverage Form until there has been full compliance with all the terms of this coverage.

No action may be brought against us more than two years after the latest of the following:

- a. The date of the “auto” “accident”;
- b. Our last payment;
- c. The entry of a final order in arbitration;
- d. The entry of final judgment in, or dismissal with prejudice of, a tort action arising from a motor vehicle “accident”, where a cause of action for insurer bad faith arises out of the tort action; or
- e. Payment of liability coverage for underinsured motorists coverage claims.

**2B.** The following is added to the **Other Insurance** Condition in the ~~Business Auto Coverage Form~~:

When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an “auto” and:

- a. One provides coverage to a Named Insured engaged in the business of renting or leasing “autos”; and
- b. The other provides coverage to a person not engaged in the business; and
- c. At the time of an “accident”, a person described in Paragraph **b.** is operating an “auto” owned by the business described in Paragraph **a.**, then that person’s liability coverage is primary and the Coverage Form issued to a business described in Paragraph **a.** is excess over any coverage available to that person, provided:

(1) The insurer providing liability coverage to a person described in Paragraph **b.** responds to a claim or “suit”; and

(2) The “auto” is rented, leased or offered for rent or lease from a business described in Paragraph **a.** to a customer for a period of six months or less.

**3C.** The following condition is added:

#### **Conflict Of Provisions**

In the event that there is a conflict between the provisions of this Policy or endorsements attached and the Hawaii Motor Vehicle Insurance Law, such law shall take precedence over the provisions of the Policy or endorsements.

### **E. SECTION V—DEFINITIONS**

#### **C. Changes In Definitions**

The following **Definition** is added: ~~to the **Definitions** section of the Auto Dealers, Business Auto and Motor Carrier Coverage Forms:~~

“Family member” means a person who is a resident of the Individual Named Insured’s household and is either:

- 1. Related to such Named Insured by blood, marriage or adoption. This includes a ward or foster child; or
- 2. Registered with the Director of Health as a reciprocal beneficiary.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

© Insurance Services Office, Inc., 2019

POLICY NUMBER:

COMMERCIAL AUTO  
CA 99 28 10 13 AP 91 20 11 20

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## STATED AMOUNT INSURANCE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

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

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>

### SCHEDULE

The insurance provided by this endorsement is reduced by the following deductible(s):			
Vehicle Number	Coverage	Limit Of Insurance And Deductible	Premium
		\$ Limit Of Insurance	\$
		\$ Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
<b>Total Premium</b>			<b>\$</b>

**NOTE:**

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of "loss" for the described property. Please refer to the Limits Of Insurance and Deductible provisions which follow.

Designation Or Description Of Covered "Autos"		
Vehicle Number	Model Year	Trade Name And Model

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".

B. For a covered "auto" described in the Schedule, **Physical Damage Coverage** is amended as follows:

~~1. The Limits Of Insurance provision~~ is replaced by the following:

**Limits Of Insurance**

~~1a.~~ The most we will pay for any one "loss" to any one covered "auto" is the least of the following amounts:

~~a.(1)~~ The actual cash value of the damaged or stolen property as of the time of the "loss";

~~b.(2)~~ The cost of repairing or replacing the damaged or stolen property with property of like kind and quality; or

~~c.(3)~~ The Limit Of Insurance shown in the Schedule.

~~2b.~~ An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

~~3c.~~ If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

~~2c.~~ The **Deductible** provision is replaced by the following:

**Deductible**

~~1.~~ For each covered "auto", our obligation to pay:

a. The actual cash value of the damaged or stolen property as of the time of the "loss" will be reduced by the applicable deductible shown in the Schedule;

b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality will be reduced by the applicable deductible shown in the Schedule; or

c. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Schedule prior to the application of the Limit Of Insurance shown in the Schedule.

~~2.~~ Any Comprehensive Coverage Deductible shown in the Schedule does not apply to "loss" caused by fire or lightning

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

© Insurance Services Office, Inc., 2019

**Instructions**

~~The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording coverage on a stated amount basis issued in accordance with the provisions of an Automobile Insurance Plan or JUA.~~

~~Refer to Index for state(s) in which this form is applicable.~~

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## HAWAII LESSOR—ADDITIONAL INSURED AND LOSS PAYEE

For a covered “auto” licensed or principally garaged in, or “auto dealer operations” conducted in, Hawaii, this endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

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

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>

### SCHEDULE

<b>Insurance Company:</b>	
<b>Policy Number:</b>	<b>Effective Date:</b>
<b>Expiration Date:</b>	
<b>Named Insured:</b>	
<b>Address:</b>	
<b>Additional Insured (Lessor):</b>	
<b>Address:</b>	
<b>Designation Or Description Of “Leased Autos”:</b>	

Coverages	Limit Of Insurance <u>Or</u> Deductible
<b>Covered Autos Liability</b>	\$ Each “Accident”
<b>Comprehensive</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered “Leased Auto”
<b>Collision</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered “Leased Auto”
<b>Specified Causes Of Loss</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered “Leased Auto”
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	



## A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever comes first.

## B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

## C. Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
  2. If you cancel the Policy, we will mail notice to the lessor.
  3. Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

## E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you for one year or more, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

### **A. Changes In Covered Autos Liability Coverage**

The following exclusion is added:

#### **Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to any covered "auto" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

### **B. Changes In Physical Damage Coverage**

The following exclusion is added:

We will not pay for "loss" to any covered "auto" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery

network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

### **C. Changes In Auto Medical Payments**

If Auto Medical Payments Coverage is attached, then the following exclusion is added:

#### **Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to:

"Bodily injury" sustained by an "insured" "occupying" a covered "auto" while it is being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

**D. Changes In Uninsured And/Or Underinsured Motorists Coverage**

- 1. If Uninsured and/or Underinsured Motorists Coverage is attached, and:
  - a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
  - b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

**2. Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to any covered "auto" while being used:

- a. ~~a~~As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

**E. Changes In Personal Injury Protection Coverage**

- 1. If Personal Injury Protection, no-fault or other similar coverage is attached, and:
  - a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
  - b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

**2. Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to any covered "auto" while being used:

- a. ~~a~~As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

However, this exclusion does not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

**F. Additional Definitions**

As used in this endorsement:

- 1. "Delivery network platform" means an online-enabled application or digital network, used to connect customers:
  - a. With drivers; or
  - b. With local vendors using drivers;

For the purpose of providing prearranged "delivery services" for compensation. A "delivery network platform" does not include a "transportation network platform".
- 2. "Delivery services" includes courier services.
- 13. "Occupying" means in, upon, getting in, on, out or off.
- 24. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

**Instructions**

~~The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every policy, except policies covering public transportation risks, issued in accordance with the provisions of an Automobile Insurance Plan or JUA.~~

~~Refer to Index for state(s) in which this form is applicable.~~

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ABUSE OR MOLESTATION EXCLUSION FOR COVERED AUTOS LIABILITY EXPOSURE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

The following exclusion is added to **Covered Autos Liability Coverage**:

### **Abuse Or Molestation For Covered Autos Liability Exposure**

This insurance does not apply to damages arising out of:

1. The actual, alleged or threatened abuse or molestation, including but not limited to sexual abuse or sexual molestation, of any person committed by anyone; or

2. The negligent:

- a. Employment;
- b. Investigation;
- c. Supervision;
- d. Reporting to the proper authorities, or failure to so report; or
- e. Retention;

of a person for whom any "insured" is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

HAWAII JOINT UNDERWRITING PLAN  
 Serviced by AIPSO  
 POLICY CHANGE REQUEST—PRIVATE PASSENGER/COMMERCIAL  
 P.O. Box 6530, Providence, RI 02940-6530

**COMPLETE ALL APPLICABLE SECTIONS.**

Name of Insurance Company		Policy No.	
Name of Insured		<input type="checkbox"/> CHECK HERE IF NAME CHANGE OR NEW ADDRESS, AND COMPLETE ITEM 6.	
Producer Last Name/Agency Name		Producer First Name	MI
Mailing Address		City	State
Street Address (if different from Mailing Address)		City	State
Tax ID No.	Producer License No.	Telephone No. (incl. area code)	
Email Address			

**POLICY CANCELLATION—Please cancel policy per insured's request. Insured's signature is required.**  
 \*If deceased, please submit a copy of the death certificate. \*If due to other insurance, please submit proof of coverage.

Signature		Date										
<b>1. <input type="checkbox"/> VEHICLE DELETION</b>	1	Year	Make	Model Name & Body Style	Vehicle Identification No.							
	2	Year	Model	Model Name & Body Style	Vehicle Identification No.							
<b>2. VEHICLE ADDITION</b> a. Private Passenger Type <input type="checkbox"/> Replacement Vehicle or <input type="checkbox"/> Added Vehicle	Year		Make	Model Name & Body Style	Vehicle Identification No.							
	H.P./Cub. In./CC		Purchased Mo. Yr.	<input type="checkbox"/> New <input type="checkbox"/> Used	Cost New	Damaged* <input type="checkbox"/> Yes <input type="checkbox"/> No	Altered* <input type="checkbox"/> Yes <input type="checkbox"/> No	Damaged Glass* <input type="checkbox"/> Yes <input type="checkbox"/> No	Garaged <input type="checkbox"/> Yes <input type="checkbox"/> No			
	*If yes, explain in Remarks Section.											
<b>Use and Classification</b>	<input type="checkbox"/> Pleasure <input type="checkbox"/> Work/School		<input type="checkbox"/> Business <input type="checkbox"/> Farm		Principal Address of Garaging							
	Miles One Way to Work, School, or Transportation			Estimated Annual Mileage		State Registered In						
	Name and Address of Applicant as Appears on Registration				Territory	Rate Class	Penalty Points	Symbols Comp. Coll.	Age Group			
<b>b. Commercial Type*</b> <input type="checkbox"/> Replacement Vehicle or <input type="checkbox"/> Added Vehicle	a. Year, Trade Name, Body Type—Truck, Truck-Tractor Trailer, Semitrailer, Bus Seating Capacity, Model No.			Purpose of Use**	Purchased Mo./Yr.	New/Used		Gross Vehicle Weight Rating (GVWR) Trucks Only	CLASSES/FACTORS			
	b. Vehicle Identification No.		State of Registration	Rating Classification	Orig. Cost New***	Comp. Symbol	Coll. Symbol	Gross Comb. Weight (GCW) Truck-Tractors Only	Business Use (S-R-C)	Special Industry Class (M-T-FD-SD) (WD-F-D-O)	Special Provisions	Final Rating
	c. Garage Location (Town, State)		Rating Territory*									
	a.								lbs.			
	b.								lbs.			
	c.											

\* If public auto, provide vehicle use (e.g. taxi, limo, van pool) \_\_\_\_\_  
 \*\* Purpose of Use: P = Pleasure, S = Service, R = Retail, C = Commercial  
 \*\*\* Chassis and body including special equipment  
 Territory(ies) in which or through which vehicle is customarily operated \_\_\_\_\_

<b>3. <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LESSOR</b>	Add <input type="checkbox"/>	Change To <input type="checkbox"/>	Delete <input type="checkbox"/>	Applicable To Vehicle:	Year	Make	Vehicle Identification No.
Name of Loss Payee		Street			City		State      Zip Code

**4. COVERAGES** In Accordance with Principles of Operation

	Applicable to Vehicle Year, Make, Model, and Vehicle Identification No.	Premiums
Add <input type="checkbox"/> Residual Bodily Injury Liability Change To <input type="checkbox"/> <input type="checkbox"/> \$40,000/80,000 <input type="checkbox"/> \$50,000/100,000 <input type="checkbox"/> \$100,000/200,000 <input type="checkbox"/> \$100,000/300,000 No Change <input type="checkbox"/> <input type="checkbox"/> \$100,000/500,000* <input type="checkbox"/> \$100,000/1,000,000* <input type="checkbox"/> \$250,000/750,000* <input type="checkbox"/> \$300,000/300,000* Delete <input type="checkbox"/> <input type="checkbox"/> \$300,000/600,000*      *where required by law or contractually by a governmental agency		
Add <input type="checkbox"/> Property Damage Liability Change To <input type="checkbox"/> <input type="checkbox"/> \$20,000 <input type="checkbox"/> \$30,000 <input type="checkbox"/> \$50,000* <input type="checkbox"/> \$250,000* No Change <input type="checkbox"/> <input type="checkbox"/> *where required by law or contractually by a governmental agency Delete <input type="checkbox"/>		
Add <input type="checkbox"/> Personal Injury Protection Coverage Change To <input type="checkbox"/> <input type="checkbox"/> Basic \$10,000 No Change <input type="checkbox"/> <input type="checkbox"/> Deductible <input type="checkbox"/> \$0 <input type="checkbox"/> \$100 <input type="checkbox"/> \$300 <input type="checkbox"/> \$500 <input type="checkbox"/> \$1,000 Delete <input type="checkbox"/> <input type="checkbox"/> Is this risk covered by workers' compensation insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Add <input type="checkbox"/> Optional Benefits Coverage (Private Passenger Autos Only) Change To <input type="checkbox"/> <input type="checkbox"/> Wage Loss Benefits <input type="checkbox"/> \$500/3,000 <input type="checkbox"/> \$1,000/6,000 <input type="checkbox"/> \$1,500/9,000 <input type="checkbox"/> \$2,000/12,000 No Change <input type="checkbox"/> <input type="checkbox"/> Death Benefits <input type="checkbox"/> \$25,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$75,000 <input type="checkbox"/> \$100,000 Delete <input type="checkbox"/> <input type="checkbox"/> Funeral Expenses <input type="checkbox"/> \$2,000 <input type="checkbox"/> Alternate Expenses <input type="checkbox"/> Maximum \$75 per visit, not to exceed 30 visits		
Add <input type="checkbox"/> Physical Damage—Comprehensive Change To <input type="checkbox"/> <input type="checkbox"/> Deductible: _____ No Change <input type="checkbox"/> Delete <input type="checkbox"/>		
Add <input type="checkbox"/> Physical Damage—Collision Change To <input type="checkbox"/> <input type="checkbox"/> Deductible: _____ No Change <input type="checkbox"/> Delete <input type="checkbox"/>		
Add <input type="checkbox"/> Uninsured Motorists Coverage: (Not to exceed Residual Bodily Injury Limits) Change To <input type="checkbox"/> <input type="checkbox"/> Stacked <input type="checkbox"/> Nonstacked No Change <input type="checkbox"/> <input type="checkbox"/> \$40,000/80,000 <input type="checkbox"/> \$50,000/100,000 <input type="checkbox"/> \$100,000/200,000 <input type="checkbox"/> \$100,000/300,000 Delete <input type="checkbox"/> <input type="checkbox"/> \$100,000/500,000* <input type="checkbox"/> \$100,000/1,000,000* <input type="checkbox"/> \$250,000/750,000* <input type="checkbox"/> \$300,000/300,000* <input type="checkbox"/> \$300,000/600,000*      *where required by law or contractually by a governmental agency		
Add <input type="checkbox"/> Underinsured Motorists Coverage: (Not to exceed Residual Bodily Injury Limits) Change To <input type="checkbox"/> <input type="checkbox"/> Stacked <input type="checkbox"/> Nonstacked No Change <input type="checkbox"/> <input type="checkbox"/> \$40,000/80,000 <input type="checkbox"/> \$50,000/100,000 <input type="checkbox"/> \$100,000/200,000 <input type="checkbox"/> \$100,000/300,000 Delete <input type="checkbox"/> <input type="checkbox"/> \$100,000/500,000* <input type="checkbox"/> \$100,000/1,000,000* <input type="checkbox"/> \$250,000/750,000* <input type="checkbox"/> \$300,000/300,000* <input type="checkbox"/> \$300,000/600,000*      *where required by law or contractually by a governmental agency		

**SUBMIT EITHER THE MINIMUM DEPOSIT AS PRESCRIBED BY THE PRINCIPLES OF OPERATION FOR A POLICY CHANGE OR THE PRO RATA PREMIUM FOR THE REMAINDER OF THE POLICY PERIOD.** **Pro Rata Premium**  
\$ \_\_\_\_\_

**5. DRIVER INFORMATION**       Delete Driver      Name \_\_\_\_\_

	Name	Relationship to Insured	% Use of		Birth Date Mo. Day Yr.	Driver's License No. and State	Licensed 3 Yrs?	
			Veh. 1	Veh. 2			Yes	If No, Give Date Issued
<input type="checkbox"/> Added Driver(s)*							<input type="checkbox"/>	_____
							<input type="checkbox"/>	_____

\* To supplement the authorization which I have previously given, I hereby certify that the added driver(s) in my household named in Item 5 of this Policy Change Request have authorized me to consent on their behalf for the insurer to obtain Motor Vehicle Report(s) for rating and/or underwriting.

**Insured's Signature:** \_\_\_\_\_

**5a. ACCIDENTS**      Have additional drivers been involved, as owner or operator, in any motor vehicle accident within the past thirty-six months?  
 Yes  No      If "Yes", complete the following. (If necessary, use a separate sheet.)

Accident Date	Town	Place of Accident	State	Residual Bodily Injury or Death	Property Damage Amount (including your own)	Penalty Points
				<input type="checkbox"/> Yes <input type="checkbox"/> No		
				<input type="checkbox"/> Yes <input type="checkbox"/> No		

Give Reason(s) in Remarks Section, if the above accident(s) are not chargeable under the rules of the Plan.

**5b. CONVICTIONS**

Have additional drivers been convicted or forfeited bail at any time during the immediately preceding thirty-six months?

Note: A paid ticket or fine is an admission of guilt and therefore constitutes a conviction.

Yes  No If "Yes", complete the following. (If necessary, use Remarks Section.)

Date of Conviction	Did Conviction Arise as a Result of an Accident?	Nature of Violation	Penalty Points	Town	Place of Conviction	State
	<input type="checkbox"/> Yes <input type="checkbox"/> No					
	<input type="checkbox"/> Yes <input type="checkbox"/> No					

**5c. FILINGS OR CERTIFICATES**

Is a state or local filing or specific limit(s) of liability needed?  Yes  No If "Yes" to comply with:

Local Ordinance (attach copy)  State Regulation

PUC No. \_\_\_\_\_  Other \_\_\_\_\_

If block(s) are checked, list state(s), city(ies), or governmental agency(ies) requiring filings or limits of liability required by law.

Is the insured, or any additional operator, required to file evidence of insurance for any driver with any state?  Yes  No If "Yes", complete below:

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ MI \_\_\_\_\_

Tax ID No. \_\_\_\_\_

Type of Filing  Owner's (operation of owned vehicles)  Operator's (operation of nonowned vehicles)  Both

State where filing required \_\_\_\_\_ County \_\_\_\_\_ Case of File No. \_\_\_\_\_

Reason for filing \_\_\_\_\_

Are any other vehicles owned or leased by the insured?  Yes  No

6. CHANGE	<input type="checkbox"/> Name	New Name	Street	Apt.	City	State	Zip Code
	<input type="checkbox"/> Address						

**7. REMARKS**

---



---



---



---



---



---



---

**8. DATE**

By \_\_\_\_\_ Date \_\_\_\_\_  
Policyholder's Signature

\_\_\_\_\_  
Policyholder's Signature Date \_\_\_\_\_

**THIS FORM IS NOT, IN AND OF ITSELF, A BINDING COMMITMENT TO PROVIDE THE COVERAGES REQUESTED HEREIN. SUCH COVERAGES ARE TO BE PROVIDED ONLY AS REQUIRED BY THE RULES OF THE HAWAII JOINT UNDERWRITING PLAN AND SHALL BECOME EFFECTIVE IN ACCORDANCE WITH THE PRINCIPLES OF OPERATION OF THE HAWAII JOINT UNDERWRITING PLAN.**

# COMMERCIAL APPLICATION HAWAII JOINT UNDERWRITING PLAN

Reference #:

Transmission Date:

OFFICE USE ONLY – DO NOT WRITE OR ALTER INFORMATION IN THIS BLOCK

**NOTICE: PRODUCER MUST READ THIS STATEMENT BEFORE PROCEEDING**

**FAILURE TO DISCLOSE ALL REQUIRED INFORMATION MAY RESULT IN CANCELLATION.**

<b>SECTION 1. PRODUCER OF RECORD</b>				
Producer Last Name/Agency Name		Producer First Name		MI
Mailing Address		City	State	Zip Code
Street Address (if different from Mailing Address)		City	State	Zip Code
Tax ID No.	Producer License No.		Telephone No. (incl. area code)	
Email Address				
<b>SECTION 2. APPLICANT</b>				
Last Name		First Name		MI
DBA				Self Employed <input type="checkbox"/> Yes <input type="checkbox"/> No
Home Telephone No. (incl. area code)	Business Telephone No. (incl. area code)	Tax ID No.		
Street Address	City	County	State	Zip Code
Headquarters Street Address (if different from above)	City	County	State	Zip Code
Business of Applicant/Nature of Operation				
<b>SECTION 3. OWNERSHIP AND CONTROL OF APPLICANT'S ORGANIZATION</b>				
Named insured is a: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other		State of Incorporation	Date of Incorporation	Date actual operations commenced
Management, Ownership, and Control (List names of principals and also anyone with more than a 10% ownership interest.)				
President		Date in Position		Percent Ownership
Vice President				
Secretary				
Treasurer				
General Manager				
Others				
List all affiliated companies				

**STATEMENT OF THE PRODUCER OF RECORD**

I do hereby certify that I am a licensed producer in the State of Hawaii. I have read the Hawaii Joint Underwriting Plan, have explained the provisions to the Applicant, and have included in this application all required information given to me by the Applicant. In the event of cancellation or a policy change resulting in a reduction of premium, I agree to return any commission that has been paid that is in excess of the commission due on the earned premium received by the servicing entity.

Producer's Signature:

\_\_\_\_\_

SECTION 4. OPERATOR INFORMATION			(List all full-time, part-time, and all other operators that usually drive a vehicle.)		TOTAL OPERATORS	
Last Name	First Name	MI	Birth Date Mo./Day/Yr.	Driver's License No.	State	

**For applicants with more than four operators, all additional operators must be listed on a Supplemental Operator Schedule.**

**SECTION 5. ACCIDENTS**

Has applicant, or anyone who usually drives the applicant's vehicle(s), been involved, either as owner or operator, in ANY motor vehicle accident during the past thirty-six months?  Yes  No If "Yes", complete the following.

Name of Operator	Accident Date Mo./Day/Yr.	Accident Code*	Place of Accident		Residual Bodily Injury or Death Amount	Property Damage Amount	Physical Damage Amount
			City	State			
					\$	\$	\$
					\$	\$	\$
					\$	\$	\$
					\$	\$	\$

**\*Accident Codes**

1. Applicant's auto was lawfully parked.
  2. Auto was struck by a "hit-and-run" driver and accident reported to the proper authority within 24 hours from time of accident.
  3. Applicant reimbursed by or on behalf of person responsible for the accident or has judgment against such person.
  4. Other person involved in accident was convicted. Applicant or operator was not convicted.
  5. Accident resulting in payment under personal injury protection and applicant or other operator residing in the same household is not at fault.
  6. Accidents involving damage by contact with animals or fowl.
  7. Accidents involving physical damage, limited to and caused by flying gravel, missiles, or falling objects.
  8. If the auto was struck in the rear by another auto and the applicant or other operator has not been convicted of a moving violation in connection with the accident.
  9. Other type of accident—non-chargeable under provisions of the Plan.
  10. Other type of accident—chargeable under provisions of the Plan.
- If accident code is (9) or (10) describe accident in space provided below.

**SECTION 6. CONVICTIONS**

Has the applicant or anyone who usually drives the applicant's vehicle(s) been CONVICTED or FORFEITED BAIL at any time during the immediately preceding thirty-six months? Convicted  Yes  No Forfeited Bail  Yes  No If "Yes", for either item, complete the following.  
NOTE: A paid ticket or fine is an admission of guilt and therefore constitutes a conviction.

Name of Operator	Date of Conviction or Bail Forfeiture Mo./Day/Yr.	Did Conviction Arise as a Result of an Accident?	Nature of Conviction	Place of Conviction		Penalty Points	Was License Suspended or Revoked?
				City	State		
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No					<input type="checkbox"/> Yes <input type="checkbox"/> No

**SECTION 7. COMMODITIES TRANSPORTED**

Identify materials hauled, including any hazardous materials, waste, or substances.

Hauling exclusively for one concern?

Identify radius of operations.

Identify routes—fixed and occasional (both outgoing and return).

Trips From Place of Origin To Place of Destination	% of Revenues	No. per Month	Principal Cities Entered	Commodities Carried

**SECTION 8. GROSS RECEIPTS** (Required for motor carriers of property or passengers)

Gross Receipts	Current Year	1st Prior Year	2nd Prior Year	3rd Prior Year	4th Prior Year
Other than Truckers	\$	\$	\$	\$	\$
Truckers	\$	\$	\$	\$	\$

**SECTION 9. VEHICLE INFORMATION AND USE** For public autos, list cities in which vehicles operate. **TOTAL VEHICLES**

Veh No.	Year	Vehicle Identification No.	Load Capacity	Type of Registration	Gross Vehicle Weight Rating (GVWR) Trucks only		Spec. Industry (M-T-FD-SD-WD-F-D-O)	Seating Capacity	Loss Payee or Lessor Name	
	Trade Name/Model No.	Garage Location (Town, State)	State of Registration	Rating Classification	Gross Comb. Weight (GCW) Truck-Tractors only		Radius Class (L-L)	Tank Capacity	Loss Payee or Lessor Address	
Type (1)	Name of Registered Owner of Vehicle		Rating Territory (2)	Orig. Cost New (3)	Comp. Symbol	Coll. Symbol	Size (L-M-H-EH-HT-EHT)	Final Rating	<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor	Loss Payee or Lessor City, State, Zip Code
Where vehicle is permitted to operate			List all cities through and in which vehicles operate							
Veh 1										
									<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor	
Veh 2										
									<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor	
Veh 3										
									<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor	
Veh 4										
									<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor	
Veh 5										
									<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor	

(1) Type—Truck=T, Truck-Tractor=TT, Trailer=TR, Semitrailer=ST, Public Auto=PA  
 (2) For public autos, use the highest rated territory where the vehicles operate.  
 (3) Chassis and body including special equipment.

**For applicants with more than five vehicles, all additional vehicles must be listed on the Supplemental Commercial Vehicle Schedule.**

**SECTION 10. COVERAGES AND PREMIUMS**

As provided by the Principles of Operation of the Hawaii Joint Underwriting Plan.

**Same limits of liability must be purchased for all vehicles**

Check appropriate box for coverage

	Vehicle 1 Est. Prem.	Vehicle 2 Est. Prem.	Vehicle 3 Est. Prem.	Vehicle 4 Est. Prem.	Vehicle 5 Est. Prem.
Residual Bodily Injury Liability <input type="checkbox"/> \$40,000/80,000 <input type="checkbox"/> \$50,000/100,000 <input type="checkbox"/> \$100,000/200,000 <input type="checkbox"/> \$100,000/300,000 <input type="checkbox"/> \$100,000/500,000* <input type="checkbox"/> \$100,000/1,000,000* <input type="checkbox"/> \$250,000/750,000* <input type="checkbox"/> \$300,000/300,000* <input type="checkbox"/> \$300,000/600,000* *where required by law or contractually by a governmental agency					
Property Damage Liability <input type="checkbox"/> \$20,000 <input type="checkbox"/> \$30,000 <input type="checkbox"/> \$50,000* <input type="checkbox"/> \$250,000* *where required by law or contractually by a governmental agency					
Personal Injury Protection Coverage <input type="checkbox"/> Basic \$10,000 Deductible <input type="checkbox"/> \$0 <input type="checkbox"/> \$100 <input type="checkbox"/> \$300 <input type="checkbox"/> \$500 <input type="checkbox"/> \$1,000 Is this risk covered by workers' compensation insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Physical Damage—Comprehensive Deductible Options: \$0, \$50, \$100, \$250, \$500, \$1,000, \$1,500, \$2,000 Deductible: Veh. 1 _____ Veh. 2 _____ Veh. 3 _____ Veh. 4 _____ Veh. 5 _____					
Physical Damage—Collision Deductible Options: \$50, \$100, \$250, \$500, \$1,000, \$1,500, \$2,000 Deductible: Veh. 1 _____ Veh. 2 _____ Veh. 3 _____ Veh. 4 _____ Veh. 5 _____					
Uninsured Motorists Coverage: (Not to exceed Residual Bodily Injury Limits) <input type="checkbox"/> None* <input type="checkbox"/> \$40,000/80,000 <input type="checkbox"/> \$50,000/100,000 <input type="checkbox"/> \$100,000/200,000 <input type="checkbox"/> \$100,000/300,000 <input type="checkbox"/> \$100,000/500,000** <input type="checkbox"/> \$100,000/1,000,000** <input type="checkbox"/> \$250,000/750,000** <input type="checkbox"/> \$300,000/300,000** <input type="checkbox"/> \$300,000/600,000** **where required by law or contractually by a governmental agency *If "None", attach a signed Uninsured and Underinsured Motorists Coverage— Commercial Auto Form (AIP 9502). Proceed to Underinsured Motorist Coverage. Since Uninsured Motorists Coverage is selected, <b>does the applicant accept stacked limits of Uninsured Motorists Coverage?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If "No", attach a signed Uninsured and Underinsured Motorists Coverage— Commercial Auto Form (AIP 9502). If Uninsured Motorists Coverage is selected and the uninsured motorists limits selected are lower than the Residual Bodily Injury Limits selected under the Liability section, attach a signed Uninsured and Underinsured Motorists Coverage— Commercial Auto Form (AIP 9502).					
Underinsured Motorists Coverage: (Not to exceed Residual Bodily Injury Limits) <input type="checkbox"/> None* <input type="checkbox"/> \$40,000/80,000 <input type="checkbox"/> \$50,000/100,000 <input type="checkbox"/> \$100,000/200,000 <input type="checkbox"/> \$100,000/300,000 <input type="checkbox"/> \$100,000/500,000** <input type="checkbox"/> \$100,000/1,000,000** <input type="checkbox"/> \$250,000/750,000** <input type="checkbox"/> \$300,000/300,000** <input type="checkbox"/> \$300,000/600,000** **where required by law or contractually by a governmental agency *If "None", attach a signed Uninsured and Underinsured Motorists Coverage— Commercial Auto Form (AIP 9502). Since Underinsured Motorists Coverage is selected, <b>does the applicant accept stacked limits of Underinsured Motorists Coverage?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If "No", attach a signed Uninsured and Underinsured Motorists Coverage— Commercial Auto Form (AIP 9502). If Underinsured Motorists Coverage is selected and the underinsured motorists limits selected are lower than the Residual Bodily Injury Limits selected under the Liability section, attach a signed Uninsured and Underinsured Motorists Coverage— Commercial Auto Form (AIP 9502).					
Sub-Total Estimated Premium per vehicle:	\$	\$	\$	\$	\$
Total Estimated Premium for vehicles 1–5:	\$				
Total Estimated Premium for supplemental vehicles:	\$				
Total Estimated Premium for all vehicles:	\$				
<b>Total Estimated Premium for All Vehicles and Coverages:</b>	\$				

**SECTION 10.a. WAIVER OF SUBROGATION**Does applicant require a Waiver of Subrogation to fulfill a contractual agreement?  Yes  No

Name(s) and Address(es) of Person(s) or Organization(s) Requiring Waiver of Subrogation:

**When a Waiver of Subrogation Endorsement is requested, a copy of the agreement between the applicant and the person(s) or organization(s) requiring the endorsement must accompany the application.****SECTION 10.b. PRIMARY AND NONCONTRIBUTORY—OTHER INSURANCE CONDITION**Does applicant require a Primary and Noncontributory—Other Insurance Condition to fulfill a contractual agreement?  Yes  No

Name(s) and Address(es) of Person(s) or Organization(s) Requiring Primary and Noncontributory—Other Insurance Condition:

**When a Primary and Noncontributory—Other Insurance Condition Endorsement is requested, a copy of the agreement between the applicant and the person(s) or organization(s) requiring the endorsement must accompany the application.****SECTION 11. FILINGS OR CERTIFICATES**Is a state filing or specific limit(s) of liability needed?  Yes  No If "Yes" to comply with:

- Local Ordinance (attach copy)  State Regulation  
 PUC No. \_\_\_\_\_  Other \_\_\_\_\_

If block(s) are checked, list state(s), city(ies), or governmental agency(ies) requiring filings or limits of liability required by law.

Is applicant required to file evidence of financial responsibility?  Yes  No If "Yes", complete the following.

Last Name	First Name	MI	Tax ID No.
-----------	------------	----	------------

Type of Filing  Owner's (operation of owned vehicles)  Operator's (operation of nonowned vehicles)  Both

State Where Filing Required	County	Case or File No.	Reason for Filing
-----------------------------	--------	------------------	-------------------

Are there any other vehicles owned or leased by the applicant?  Yes  No**SECTION 12. PAYMENT PLANS**

- Option 1—Full Annual Premium  
 Option 2\*—Deposit 40% with 5 installments and \$2.00 per installment charge  
 Premium Financed—Name of Premium Finance Company  
*\* Not available on premium financed policies  
 Note: Premium financed applications can only be submitted using the Alternative Application Procedure.*

Payment by:  Check  Money Order Check/Money Order No.

Total Estimated Premium \$

Amount Submitted with Application \$

**SECTION 13. PREVIOUS AUTOMOBILE INSURANCE CARRIER**

Information for the past three years. If a fleet, information for the past five years required. Attach loss statements from previous carrier.

Name of latest carrier	Policy No.	Termination date
------------------------	------------	------------------

Was coverage through Plan?  Yes  No If "Yes", give reason terminated.

Complete the following for carriers of property and passengers.

Year	Policy No.	Policy Period		Name of Insurance Company
		From	To	
1st Prior				
2nd Prior				
3rd Prior				

**SECTION 14. EVIDENCE OF INSURANCE AND REQUESTED EFFECTIVE DATE OF COVERAGE**

This application having been completed and duly executed, shall be, from the effective date and time shown below, evidence of insurance in the limits and coverages specified, subject to the following conditions:

- Coverage under this evidence of automobile insurance is to be effective for a period not to exceed 45 days from the effective date and time stated herein. Within such 45-day period, coverages under this evidence of automobile insurance will terminate immediately upon: (a) the issuance of the policy applied for, (b) the issuance of any policy affording similar insurance, or (c) the cancellation of the coverages of insurance afforded hereunder in accordance with the Principles of Operation of the Hawaii Joint Underwriting Plan.
- A premium charge will be made for these coverages if the policy, when and as issued, is not accepted by the insured.
- The insurance afforded hereunder shall be subject to all the terms and conditions of the policy form prescribed for use in accordance with the Principles of Operation of the Hawaii Joint Underwriting Plan.

**EFFECTIVE DATE:** Applicants will be subject to the effective date provisions specified in Section 37 of the Principles of Operation of the Hawaii Joint Underwriting Plan.

**Requested Effective Date and Time:**  
(Not to exceed 45 days from the date of application submission)

**IN NO EVENT SHALL COVERAGE BE EFFECTIVE PRIOR TO THE DATE AND HOUR OF COMPLETION OF THIS APPLICATION.**

Example: 09/01/2023 11:30 AM

My signature hereon represents certification of the Statement of the Producer of Record on this application **AND** I certify this application is submitted pursuant to the effective date provisions contained in the Joint Underwriting Plan

\_\_\_\_\_  
(Producer's Signature) \_\_\_\_\_ (Date) \_\_\_\_\_ (Hour)  A.M.  P.M.

\_\_\_\_\_  
(Person Authorized to Sign for Applicant) \_\_\_\_\_ (Title) \_\_\_\_\_ (Date) \_\_\_\_\_ (Hour)  A.M.  P.M.

If additional named insureds are to be covered under a policy issued to the Applicant, authorized signatures for each such additional named insured shall be provided below. Such additional named insureds agree to be bound by the statements made by the Applicant in this form.

\_\_\_\_\_  
(Person Authorized to Sign for Applicant) \_\_\_\_\_ (Title) \_\_\_\_\_ (Date) \_\_\_\_\_ (Hour)  A.M.  P.M.

**SECTION 15. APPLICANT'S STATEMENT**

The Applicant declares and certifies that:

- It has duly authorized the undersigned to execute this application on its behalf if the Applicant is not a natural person.
- To the best of the Applicant's knowledge and belief, all statements contained in this application are true and these statements are offered as an inducement to issue the policy for which the Applicant is applying.
- The Applicant realizes that any misleading information or failure to disclose required information will be considered lack of good faith on the Applicant's part and may void the application or cause cancellation of the Applicant's coverage.
- The Applicant agrees that no coverage will be in effect if the premium remittance, which accompanies this application, is justifiably dishonored by any financial institution.
- The Applicant understands that the premium shown on this application is an estimated premium. The carrier reserves the right to adjust the premium either prior to or after the issuance of the policy, whenever applicable.
- The Applicant will pay all premiums when due.
- The Applicant designates as Producer of Record of this insurance the Producer or firm named in the application. A substitute Producer may be designated by the Applicant at any time and, upon designation, shall be the Producer of Record. The Applicant understands that any designated Producer cannot act as an agent of the HJUP or any carrier for the purpose of this insurance and that the Producer has no authority to establish, alter or amend terms or conditions of coverage.
- The Applicant hereby certifies that it does not owe any insurance company for automobile premiums due or contracted for.
- The Applicant understands and agrees that if earned premium is owed to a servicing entity for prior coverage, the servicing entity may: a) apply the Applicant's deposit premium to that outstanding balance prior to applying the Applicant's deposit premium to this new application and bill the Applicant or send the Applicant a notice of cancellation for any additional deposit needed on this application or, b) return this application and deposit without providing any coverage if the Applicant's deposit is in the form of a premium finance company check. The Applicant further understands and agrees that if the Applicant's deposit premium is insufficient to cover the outstanding earned premium for prior coverage, the servicing entity may apply the entire deposit premium to that outstanding balance and return this application without providing any coverage.
- If there are filings, all vehicles owned or leased by the insured are to be covered under this policy.

\_\_\_\_\_  
(Applicant's Signature) \_\_\_\_\_ Date: \_\_\_\_\_ Hour: \_\_\_\_\_  A.M.  P.M.

**NOTICE TO APPLICANT AND PRODUCER**

In the event acknowledgement of coverage is not received within 45 days, notify Commercial HJUP c/o IC International 828 Fort Street Mall, Suite 200 Honolulu, HI 96813. Telephone: 1-877-622-4776

**FAIR CREDIT REPORTING ACT NOTICE**

In addition to routine verification of information pertinent to the insurance applied for, if the application is by an individual for insurance, the insurer may have an investigative consumer report made including information bearing on character, general reputation, personal characteristics, or mode of living. Upon the individual's written request, the insurer will disclose in writing the nature and scope of the investigation requested, if such a report is procured.

**ATTACHMENTS**

- Copy of vehicle registration(s)
- Copy of all operator's licenses
- Quote and Rating Worksheet

- Uninsured and Underinsured Motorists Coverage—Commercial Auto Form (AIP 9502)
- Copies of Loss Runs
- Copies of MVRs or CourtConnect Report

- Supplemental Vehicle Schedule
- Supplemental Operator Schedule
- Finance agreement copy

**Send original signed application, along with check or money order issued to AIPSO Insurance Operations (AIO) and required attachments to:**

Commercial HJUP  
c/o IC International  
828 Fort Street Mall, Suite 200  
Honolulu, HI 96813

**REMARKS**

**SUPPLEMENTAL COMMERCIAL VEHICLE SCHEDULE—HAWAII**

VEHICLE INFORMATION AND USE											TOTAL VEHICLES		
Veh. No.	Year	Vehicle Identification No.		Load Capacity	Type of Registration		Gross Vehicle Weight Rating (GVWR) Trucks only		Special Industry (M-T-FD-SD-WD-F-D-O)		Seating Capacity	Loss Payee Name	
	Trade Name/ Model No.		Garage Location (Town, State)		State of Registration	Rating Classification		Gross Comb. Weight (GCW) Trucks-Tractors only		Radius Class (L-I)		Tank Capacity	Loss Payee Address
	Type (1)	Name of Registered Owner of Vehicle			Rating Territory (2)	Orig. Cost New (3)	Comp. Symbol	Coll. Symbol	Size (L-M-H-EH)	Final Rating	<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor		Loss Payee City, State, Zip Code
List where vehicle is permitted to operate.					For public autos, list all cities through and in which vehicles operate.								
Veh. 6													
											<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor		
Veh. 7													
											<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor		
Veh. 8													
											<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor		
Veh. 9													
											<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor		
Veh. 10													
											<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor		
Veh. 11													
											<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor		
Veh. 12													
											<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor		

(1) Type-Truck=T, Truck-Tractor=TT, Trailer=TR, Semi-Trailer=ST, Public Auto=PA  
 (2) For public autos, use the highest rated territory where the vehicles operate.  
 (3) Chassis and body including special equipment.

VEHICLE INFORMATION AND USE											TOTAL VEHICLES		
Veh. No.	Year	Vehicle Identification No.		Load Capacity	Type of Registration		Gross Vehicle Weight Rating (GVWR) Trucks only		Special Industry (M-T-FD-SD-WD-F-D-O)		Seating Capacity	Loss Payee Name	
	Trade Name/ Model No.		Garage Location (Town, State)		State of Registration	Rating Classification		Gross Comb. Weight (GCW) Trucks-Tractors only		Radius Class (L-I)		Tank Capacity	Loss Payee Address
	Type (1)	Name of Registered Owner of Vehicle			Rating Territory (2)	Orig. Cost New (3)	Comp. Symbol	Coll. Symbol	Size (L-M-H-EH)	Final Rating	<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor	Loss Payee City, State, Zip Code	
	List where vehicle is permitted to operate.					For public autos, list all cities through and in which vehicles operate.							
Veh. 13													
											<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor		
Veh. 14													
											<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor		
Veh. 15													
											<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor		
Veh. 16													
											<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor		
Veh. 17													
											<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor		
Veh. 18													
											<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor		
Veh. 19													
											<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor		
Veh. 20													
											<input type="checkbox"/> Loss Payee <input type="checkbox"/> Lessor		

(1) Type-Truck=T, Truck-Tractor=TT, Trailer=TR, Semi-Trailer=ST, Public Auto=PA  
(2) For public autos, use the highest rated territory where the vehicles operate.  
(3) Chassis and body including special equipment.

**Explanatory Memorandum for Proposed Rule Revisions**

**Rule 73. TRUCKS, TRACTORS, AND TRAILERS CLASSIFICATIONS**

This rule is amended to replace Gross Vehicle Weight (GVW) references with Gross Vehicle Weight Rating (GVWR) and to replace load capacity of 2,000 pounds with GVWR of 3,000 pounds to correspond to changes made in the coverage forms.

Editorial references to GVW and load capacity of 2,000 pounds will be replaced with GVWR and GVWR of 3,000 pounds respectively throughout the manual and on the rate pages as applicable.



**TRUCKS, TRACTORS, AND TRAILERS CHAPTER**

**Rule 73. TRUCKS, TRACTORS, AND TRAILERS CLASSIFICATIONS**

*Paragraph B.1 and B.2 are amended as follows:*

**B. Primary Classifications**

1. Gross vehicle weight rating (GVWR) and gross combination weight (GCW) mean
  - a. GVWR—The maximum loaded weight for which a single auto is designed as specified by the manufacturer; ~~;~~
  - b. GCW—The maximum loaded weight for a combination truck-tractor and semitrailer or trailer for which the truck-tractor is designed, as specified by the manufacturer.
2. Size Class
  - a. Light Trucks—Trucks that have a GVWR of 10,000 pounds or less.
  - b. Medium Trucks
    - (1) Trucks that have a GVWR of 10,001–20,000 pounds.
    - (2) Include crawler type trucks in this class.
  - c. Heavy Trucks—Trucks that have a GVWR of 20,001–45,000 pounds.
  - d. Extra Heavy Trucks—Trucks that have a GVWR over 45,000 pounds.
- e. Truck-Tractors—A truck-tractor is a motorized auto with or without body for carrying commodities or materials, equipped with a fifth-wheel coupling device for semitrailers.
  - (1) Heavy Truck-Tractors—Truck-tractors that have a GCW of 45,000 pounds or less.
  - (2) Extra Heavy Truck-Tractors—Truck-tractors that have a GCW over 45,000 pounds.
- f. Semitrailers—A semitrailer is a trailer equipped with a fifth-wheel coupling device for use with a truck-tractor with a GVWR over 3,000 pounds ~~load capacity over 2,000 pounds~~. This includes bogies used to convert containers into semitrailers.
- g. Trailers—Any unregistered trailer or any trailer with a GVWR over 3,000 pounds ~~load capacity over 2,000 pounds~~, other than semitrailer.
- h. Service or Utility Trailer—Any trailer or semitrailer with a registered GVWR of 3,000 pounds or less ~~load capacity of 2,000 pounds or less~~.



*“Serving the Insurance Industry”*

May 5, 2025

Mr. Jerry Bump, Acting Insurance Commissioner

Hawaii Department of Commerce & Consumer Affairs  
Insurance Division

***Mailing Address:***

PO Box 3614

Honolulu, HI 96811-3614

***Street/Express Mailing Address:***

335 Merchant Street, 2<sup>nd</sup> Floor, Room 213

Honolulu, HI 96813

**Hawaii Joint Underwriting Plan  
Commercial Auto Rule Filing  
HJUP RETRACTION OF A COMMERCIAL APPLICATION  
AIPSO Filing No. HI 25-10**

Dear Mr. Bump:

On behalf of the subscribers to the Hawaii Joint Underwriting Plan, we are filing the attached amendments at the request of the Board of Governors.

**Proposed Effective Date**

July 1, 2025.

**Defining the Issue**

Once a producer completes a commercial application using the online application submission system, the application must be printed, signed, and submitted to the HJUP along with the deposit and the supporting documentation. Current procedures indicate that if the producer does not submit the commercial application, the deposit and supporting documentation to the HJUP after using the online application submission system, the HJUP will retract the application 20 calendar days following the date of transmittal. The HJUP will notify the applicant and producer that the application has been retracted and that the application is considered null and void and no coverage is in effect. The HJUP will increase the number of days for retraction of the commercial application from 20 calendar days to 45 calendar days.

**Action Needed**

We respectfully request your prompt consideration and approval of this filing.

**Proposal**

We propose amending commercial provisions to change the timeframe the HJUP will retract a commercial application from 20 to 45 days if the producer does not submit the commercial application, the deposit and supporting documentation to the HJUP after using the online application submission system.

## Impact

Approval of the proposed amendments of these amendments will have the following impact:

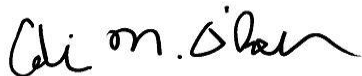
- The HJUP will retract a commercial application 45 calendar days following the date of transmittal if the producer does not submit the commercial application with the deposit and supporting documentation to the HJUP.
- Once a commercial application has been retracted by the HJUP after 45 calendar days, the application is considered null and void and no coverage is in effect.
- The HJUP will no longer retract a commercial application 20 calendar days following the date of transmittal if the producer does not submit the commercial application with the deposit and supporting documentation.
- The producer can continue to retract a commercial application using the online electronic retraction process when:
  - coverage through the HJUP is no longer required, or
  - the producer has made an error in the information provided, or
  - the producer has, in error, requested more than one reference number for the same application.

## Attachments

- Explanatory Memorandum
- Exhibit A—Proposed Amendments to Section 37

Please contact the undersigned at (800) 827-6302 if you have any questions.

Sincerely,  
Denise Roberts, CPCU, Product Manager



Colin M. O'Rourke  
Senior Product Analyst  
Manuals and Policy Forms

Attach.

pc: Mr. Tom Assad—AIPSO  
Mio Shimamura <mailto:mshimamu@dcca.hawaii.gov>

**Commercial Auto Rule Filing**  
**HJUP RETRACTION OF A COMMERCIAL APPLICATION**  
**AIPSO Filing No. HI 25-10**

## **Background**

---

Effective October 1, 2023, the Principles of Operation – Commercial Automobile Part was amended to provide Hawaii licensed producers with guidelines on how to register, write and transmit commercial business to the HJUP. The provisions provided the requirements for mandatory electronic application submission, quoting assistance for producers to follow when applying for commercial coverage through the HJUP, and retraction procedures.

Prior to implementation, AIPSO's HJUP configuration team set the electronic application processing system's retraction period at 45 days. Amendments to the Commercial Automobile Part are proposed to mirror the HJUP electronic application processing system's retraction period.

## **Proposed Changes**

---

### **COMMERCIAL PROVISIONS**

#### **Sec. 37. APPLICATION FOR INSURANCE**

Paragraph D.4 is amended to change the timeframe for the retraction of an application by the HJUP from 20 days to 45 days.

**HAWAII AUTOMOBILE INSURANCE PLAN**  
**(Struck-out matter—deleted; Underlined matter—new)**

**EXHIBIT A**  
**Page 1 of 1**

**COMMERICAL AUTOMOBILE PART**

**Sec. 37. APPLICATION FOR INSURANCE**

*Paragraph D.4 is amended as follows:*

**D. Retraction Procedure**

4. HJUP Retraction of an Application

If the producer does not retract the application, the HJUP shall retract the application ~~20~~ 45 calendar days following the date of transmittal of the application. The HJUP shall notify the applicant and producer that the application has been retracted. The application shall be considered null and void and no coverage is in effect.

# HJUP Producer Survey Feedback

---

JUNE 10<sup>TH</sup> 2025



# Breakdown of Surveys

---

- 5 survey responses
- Total of 13 questions
  - 5 numerical based questions (rate 1-5)
  - 4 Yes or No questions
  - 4 written response questions

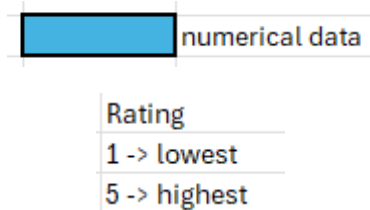
Other things to consider...

- Some questions were not answered in the surveys ( Labeled as N/A)

	Survey 1	Survey 2	Survey 3	Survey 4	Survey 5	NUMERICAL AVERAGE
Question 1 · Did you experience any issues obtaining a quote? (Yes/No, with optional comment)	Yes	No	No	Not familiar	No	
Question 2 · How would you rate your overall experience with the application submission process? (1-5 scale)	1	1		3	2	2.2
Question 3 · How satisfied are you with the clarity of instructions provided throughout the application? (1-5 scale)	1	1		2	3	2.2
Question 4 · Did you experience any technical issues while submitting the application? (Yes/No, with optional comment)	Yes	Yes	No	No	Yes	
Question 5 · How easy was it to upload or attach required documents? (1-5 scale)	3	5	N/A		4	4
Question 6 · How useful did you find the FAQ or help resources provided? (1-5 scale)	1	1		3	4	2.6
Question 7 · Did you experience any technical issues (e.g., loading errors, submission errors) during the process? (Yes/No, feel free to expand with comments)	Yes	Yes	No	No	No	
Question 8 · Did you need to reach out to customer support during the application process? (Yes/No)	Yes	Yes	No	Yes	Yes	
Question 9 · If yes to previous question, was the support you received helpful and timely? (1-5 scale) Feel free to expand with comments.	3	N/A (timely)	N/A		5	4.333333333
Question 10 · Was there anything specific you were confused about during the application submission process?	N/A	N/A	No	First and last time, simply not knowing .	In the beginning but I'm good now	
Question 11 · What was the most challenging part of the application process?	N/A	N/A	Having to input the rate information after we received the quote from the broker	Getting an application for the client to sign.	Entering the Additional Insured info. Space is very limited. And working with three different department to complete one submission (Aipso, IC and State Farm.	
Question 12 · What improvements would you suggest to make the application process easier?	N/A	N/A	One submission process on the portal, upload documents and necessary information to obtain a quote.	Except for that one submission, I have not had to quote any other client.	To work with only one party	
Question 13 · Are there any additional features or resources that could improve the application submission process?	N/A	N/A	One submission process on the portal, upload documents and necessary information to obtain a quote.	I don't have enough experience using the system to make any recommendations at this time	To start and end with one department.	

# Excel Showcase

I organized the survey responses on an excel sheet to get a better overview of the responses, including the numerical data and the additional comments given.



# Summarizing Yes or No based questions

Questions: 1,4,7,& 8

From the results we can conclude that most did reach out to customer support. This means that there was at least a bit of unsureness during the application process. So much so that they did in fact feel the need to reach out for support in areas they didn't understand or were confused about.

## In Depth Comments:

**Question 1, Survey 1:** "Yes, it was very difficult. I was one of the first people to use the new portal, and there was no way to modify a submission. If anything changed, I had to re-enter the entire submission!"

**Question 4, Survey 5:** "Yes. Once application is printed can't go back to amend. Need to retract and re-enter info again. Insured gets confused because when the first application gets retracted it advise insured there is no coverage. Insured will call the agent and need to let them know that another application was submitted to bind coverage."

	Survey 1	Survey 2	Survey 3	Survey 4	Survey 5	NUMERICAL AVERAGE
Question 1 · Did you experience any issues obtaining a quote? (Yes/No, with optional comment)	Yes	No	No	Not familiar	No	
Question 2 · How would you rate your overall experience with the application submission process? (1-5 scale)	1	1		3	2	4
Question 3 · How satisfied are you with the clarity of instructions provided throughout the application? (1-5 scale)	1	1		2	3	4
Question 4 · Did you experience any technical issues while submitting the application? (Yes/No, with optional comment)	Yes	Yes	No	No	Yes	
Question 5 · How easy was it to upload or attach required documents? (1-5 scale)	3	5	N/A		4	N/A
Question 6 · How useful did you find the FAQ or help resources provided? (1-5 scale)	1	1		3	4	4
Question 7 · Did you experience any technical issues (e.g., loading errors, submission errors) during the process? (Yes/No, feel free to expand with comments)	Yes	Yes	No	No	No	
Question 8 · Did you need to reach out to customer support during the application process? (Yes/No)	Yes	Yes	No	Yes	Yes	
Question 9 · If yes to previous question, was the support you received helpful and timely? (1-5 scale) Feel free to expand with comments.	3	N/A (timely)	N/A		5	5
Question 10 · Was there anything specific you were confused about during the application submission process?	N/A	N/A	No	First and last time, simply not knowing.	In the beginning but I'm good now	
Question 11 · What was the most challenging part of the application process?	N/A	N/A	Having to input the rate information after we received the quote from the broker	Getting an application for the client to sign.	Entering the Additional Insured info. Space is very limited. And working with three different department to complete one submission (Aipso, IC and State Farm).	
Question 12 · What improvements would you suggest to make the application process easier?	N/A	N/A	One submission process on the portal, upload documents and necessary information to obtain a quote.	Except for that one submission, I have not had to quote any other client.	To work with only one party	
Question 13 · Are there any additional features or resources that could improve the application submission process?	N/A	N/A	One submission process on the portal, upload documents and necessary information to obtain a quote.	I don't have enough experience using the system to make any recommendations at this time	To start and end with one department.	

# Summarizing numerical data questions

Questions: 2,3,5,& 6

The application submission process does seem to be a problem for users as well as the clarity of certain instructions. From the responses that we did obtain about the attachment of documents it's safe to say that area is the least of our concerns. Regarding the customer support, mostly all users that did end up needing support rated the experience high.

numerical data

Rating  
1 -> lowest  
5 -> highest

	Survey 1	Survey 2	Survey 3	Survey 4	Survey 5	NUMERICAL AVERAGE
Question 1 · Did you experience any issues obtaining a quote? (Yes/No, with optional comment)	Yes	No	No	Not familiar	No	
Question 2 · How would you rate your overall experience with the application submission process? (1-5 scale)	1	1	3	2	4	2.2
Question 3 · How satisfied are you with the clarity of instructions provided throughout the application? (1-5 scale)	1	1	2	3	4	2.2
Question 4 · Did you experience any technical issues while submitting the application? (Yes/No, with optional comment)	Yes	Yes	No	No	Yes	
Question 5 · How easy was it to upload or attach required documents? (1-5 scale)	3	5	N/A	4	N/A	4
Question 6 · How useful did you find the FAQ or help resources provided? (1-5 scale)	1	1	3	4	4	2.6
Question 7 · Did you experience any technical issues (e.g., loading errors, submission errors) during the process? (Yes/No, feel free to expand with comments)	Yes	Yes	No	No	No	
Question 8 · Did you need to reach out to customer support during the application process? (Yes/No)	Yes	Yes	No	Yes	Yes	
Question 9 · If yes to previous question, was the support you received helpful and timely? (1-5 scale) Feel free to expand with comments.	3	N/A (timely)	N/A	5	5	4.33333333
Question 10 · Was there anything specific you were confused about during the application submission process?	N/A	N/A	No	First and last time, simply not knowing.	In the beginning but I'm good now	
Question 11 · What was the most challenging part of the application process?	N/A	N/A	Having to input the rate information after we received the quote from the broker	Getting an application for the client to sign.	Entering the Additional Insured info. Space is very limited. And working with three different department to complete one submission (Aipso, IC and State Farm).	
Question 12 · What improvements would you suggest to make the application process easier?	N/A	N/A	One submission process on the portal, upload documents and necessary information to obtain a quote.	Except for that one submission, I have not had to quote any other client.	To work with only one party	
Question 13 · Are there any additional features or resources that could improve the application submission process?	N/A	N/A	One submission process on the portal, upload documents and necessary information to obtain a quote.	I don't have enough experience using the system to make any recommendations at this time	To start and end with one department.	

# Summarizing written response questions

Question: 10,11,12,& 13

These answers are probably the most valuable as they give us a view to what worked and what didn't work for the users. Two surveys mentioned a "one submission" process, which can lead us to believe that it is an area they would like to see improvement on. Another mentioned that having to go through three different departments was a hassle and would have preferred if it started and ended in one instead.

	Survey 1	Survey 2	Survey 3	Survey 4	Survey 5	NUMERICAL AVERAGE
Question 1 · Did you experience any issues obtaining a quote? (Yes/No, with optional comment)	Yes	No	No	Not familiar	No	
Question 2 · How would you rate your overall experience with the application submission process? (1-5 scale)	1	1		3	2	4
Question 3 · How satisfied are you with the clarity of instructions provided throughout the application? (1-5 scale)	1	1		2	3	4
Question 4 · Did you experience any technical issues while submitting the application? (Yes/No, with optional comment)	Yes	Yes	No	No	Yes	
Question 5 · How easy was it to upload or attach required documents? (1-5 scale)	3	5	N/A		4	N/A
Question 6 · How useful did you find the FAQ or help resources provided? (1-5 scale)	1	1		3	4	4
Question 7 · Did you experience any technical issues (e.g., loading errors, submission errors) during the process? (Yes/No, feel free to expand with comments)	Yes	Yes	No	No	No	
Question 8 · Did you need to reach out to customer support during the application process? (Yes/No)	Yes	Yes	No	Yes	Yes	
Question 9 · If yes to previous question, was the support you received helpful and timely? (1-5 scale) Feel free to expand with comments.	3	N/A (timely)	N/A		5	5
Question 10 · Was there anything specific you were confused about during the application submission process?	N/A	N/A	No	First and last time, simply not knowing.	In the beginning but I'm good now	
Question 11 · What was the most challenging part of the application process?	N/A	N/A	Having to input the rate information after we received the quote from the broker	Getting an application for the client to sign.	Entering the Additional Insured info. Space is very limited. And working with three different department to complete one submission (Aipso, IC and State Farm).	
Question 12 · What improvements would you suggest to make the application process easier?	N/A	N/A	One submission process on the portal, upload documents and necessary information to obtain a quote.	Except for that one submission, I have not had to quote any other client.	To work with only one party	
Question 13 · Are there any additional features or resources that could improve the application submission process?	N/A	N/A	One submission process on the portal, upload documents and necessary information to obtain a quote.	I don't have enough experience using the system to make any recommendations at this time	To start and end with one department.	

# Conclusion

---

There are areas in the application process that could use some clarification to be of help for users. One thing is for sure users did use the customer support for any uncertainties, and based on the rating, customer support was a positive throughout the process. FAQ may be leveraged to assist and reduce confusions with producers.

# Response to Concerns

---

## Concerns:

1. No ability to edit policy after submission
2. Going through multiple departments to complete one submission, why not just one?
3. Challenging to enter additional insured info, space is limiting

## Reponses:

1. Messaging will be added to EASi commercial to clarify that submitted and bound applications cannot be modified after submission. Any changes to the application, must be submitted as a policy change request to the servicing carrier.
2. As of January 1<sup>st</sup> 2026, AIPSO's AIO unit will be doing quoting and policy issuance. Producers will not be dealing with several different entities.
3. \* Need additional information\* Producer could be referring to additional info form or something else.