
State:	Hawaii	Filing Company:	AIPSO
TOI/Sub-TOI:	19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)		
Product Name:	Hawaii Model Year Filing		
Project Name/Number:	Model Year Filing/HI 22-08		

Filing at a Glance

Company:	AIPSO
Product Name:	Hawaii Model Year Filing
State:	Hawaii
TOI:	19.0 Personal Auto
Sub-TOI:	19.0001 Private Passenger Auto (PPA)
Filing Type:	Rate/Rule
Date Submitted:	05/24/2022
SERFF Tr Num:	APST-133274801
SERFF Status:	Pending State Action
State Tr Num:	262913
State Status:	
Co Tr Num:	HI 22-08
Effective Date	01/01/2023
Requested (New):	
Effective Date	01/01/2023
Requested (Renewal):	
Author(s):	Lauren Singh
Reviewer(s):	Rae Oda (primary)
Disposition Date:	
Disposition Status:	
Effective Date (New):	
Effective Date (Renewal):	
State Filing Description:	

State:	Hawaii	Filing Company:	AIPSO
TOI/Sub-TOI:	19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)		
Product Name:	Hawaii Model Year Filing		
Project Name/Number:	Model Year Filing/HI 22-08		

General Information

Project Name: Model Year Filing	Status of Filing in Domicile: Not Filed
Project Number: HI 22-08	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 06/23/2022	
State Status Changed:	Deemer Date:
Created By: Lauren Singh	Submitted By: Lauren Singh
Corresponding Filing Tracking Number:	

Filing Description:

The reason for this revenue-neutral filing is to introduce physical damage rates for 2022 through 2024 model year vehicles in accordance with the approved Model Year Rating Program. Also, the base model year is being shifted from 2019 to 2022 for all model year vehicles, i.e., 1990/through 2024. Due to the shift in base model year, the following off-balance factors are applied to the latest available model year and symbol (Model Year 2019, Symbol 3) so that the revised rates are being introduced on-balance.

Comprehensive:0.987

Collision:1.027

Company and Contact

Filing Contact Information

Lauren Singh, Actuarial Analyst	lauren.singh@aipso.com
302 Central Avenue	401-429-1566 [Phone]
Johnston, RI 02919	401-528-1351 [FAX]

Filing Company Information

(This filing was made by a third party - aipso)

AIPSO	CoCode:	State of Domicile: Rhode
302 Central Avenue	Group Code:	Island
Johnston, RI 02919	Group Name:	Company Type:
(401) 946-2310 ext. [Phone]	FEIN Number: 13-2732270	State ID Number:

State:	Hawaii	Filing Company:	AIPSO
TOI/Sub-TOI:	19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)		
Product Name:	Hawaii Model Year Filing		
Project Name/Number:	Model Year Filing/HI 22-08		

Filing Fees

State Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State:	Hawaii	Filing Company:	AIPSO
TOI/Sub-TOI:	19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)		
Product Name:	Hawaii Model Year Filing		
Project Name/Number:	Model Year Filing/HI 22-08		

Correspondence Summary

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Abeyance	Rae Oda	06/23/2022	06/23/2022
Abeyance	Rae Oda	06/22/2022	06/22/2022

Response Letters

Responded By	Created On	Date Submitted
Lauren Singh	06/23/2022	06/23/2022
Lauren Singh	06/23/2022	06/23/2022

State: Hawaii **Filing Company:** AIPSO
TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
Product Name: Hawaii Model Year Filing
Project Name/Number: Model Year Filing/HI 22-08

Objection Letter

Objection Letter Status	Abeyance
Objection Letter Date	06/23/2022
Submitted Date	06/23/2022
Respond By Date	07/07/2022

Dear Lauren Singh,

Introduction:

This will acknowledge receipt of the filing. Your attention is directed to the following:

Objection 1

Comments: Response to objection #2

Please add the marked copy of your manual to the Supporting Documentation Tab.

Conclusion:

Pending your response, this filing shall not be deemed complete or filed nor available for use.

Pursuant to Hawaii Revised Statutes §431:14-104(d), if the requested information is not received by the Respond By Date, the filing will be returned as not filed and not available for use. To request an extension, please email the Rate and Policy Analysis Branch Manager, Kathleen Nakasone, at knakasone@dcca.hawaii.gov.

Sincerely,

Rae Oda

State: Hawaii **Filing Company:** AIPSO
TOI/Sub-TOI: 19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)
Product Name: Hawaii Model Year Filing
Project Name/Number: Model Year Filing/HI 22-08

Objection Letter

Objection Letter Status	Abeyance
Objection Letter Date	06/22/2022
Submitted Date	06/22/2022
Respond By Date	07/06/2022

Dear Lauren Singh,

Introduction:

This will acknowledge receipt of the filing. Your attention is directed to the following:

Objection 1

Comments: Please provide documentation to support your proposed off balance factors.

Objection 2

Comments: To complete your filing, please add final printed rate/rule pages in the Rate/Rule Schedule tab and move the marked copy of the manual to the Supporting Documentation Tab.

Conclusion:

Pending your response, this filing shall not be deemed complete or filed nor available for use.

Pursuant to Hawaii Revised Statutes §431:14-104(d), if the requested information is not received by the Respond By Date, the filing will be returned as not filed and not available for use. To request an extension, please email the Rate and Policy Analysis Branch Manager, Kathleen Nakasone, at knakasone@dcca.hawaii.gov.

Sincerely,
Rae Oda

State:	Hawaii	Filing Company:	AIPSO
TOI/Sub-TOI:	19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)		
Product Name:	Hawaii Model Year Filing		
Project Name/Number:	Model Year Filing/HI 22-08		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	06/23/2022
Submitted Date	06/23/2022

Dear Rae Oda,

Introduction:

Response 1

Comments:

Please see rate/rule schedule.

Related Objection 1

Comments: Response to objection #2

Please add the marked copy of your manual to the Supporting Documentation Tab.

Changed Items:

No Form Schedule items changed.

Rate Schedule Item Changes					
Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	HI rate page		Replacement		06/23/2022 By: Lauren Singh
Previous Version					
1	HI rate page		Replacement		06/23/2022 By: Lauren Singh
Previous Version					
1	HI rate page		Replacement		05/24/2022 By: Lauren Singh

No Supporting Documents changed.

Conclusion:

Sincerely,

SERFF Tracking #:	APST-133274801	State Tracking #:	262913	Company Tracking #:	HI 22-08
State:	Hawaii	Filing Company:	AIPSO		
TOI/Sub-TOI:	19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)				
Product Name:	Hawaii Model Year Filing				
Project Name/Number:	Model Year Filing/HI 22-08				

Lauren Singh

State:	Hawaii	Filing Company:	AIPSO
TOI/Sub-TOI:	19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)		
Product Name:	Hawaii Model Year Filing		
Project Name/Number:	Model Year Filing/HI 22-08		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	06/23/2022
Submitted Date	06/23/2022

Dear Rae Oda,

Introduction:

Response 1

Comments:

See attached circular outlining the 3 year offset.

Related Objection 1

Comments: Please provide documentation to support your proposed off balance factors.

Changed Items:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Supporting Document Schedule Item Changes

Satisfied - Item:	Current Manual & Off Balance Factor Support
Comments:	
Attachment(s):	HI Manual.pdf ISO offset factors 22 base.pdf

Response 2

Comments:

Please see rate/rule schedule and attached.

Related Objection 2

Comments: To complete your filing, please add final printed rate/rule pages in the Rate/Rule Schedule tab and move the marked copy of the manual to the Supporting Documentation Tab.

Changed Items:

State:	Hawaii	Filing Company:	AIPSO
TOI/Sub-TOI:	19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)		
Product Name:	Hawaii Model Year Filing		
Project Name/Number:	Model Year Filing/HI 22-08		

No Form Schedule items changed.

Rate Schedule Item Changes					
Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	HI rate page		Replacement		06/23/2022 By: Lauren Singh
<i>Previous Version</i>					
1	HI rate page		Replacement		05/24/2022 By: Lauren Singh

Supporting Document Schedule Item Changes	
Satisfied - Item:	Current Manual & Off Balance Factor Support
Comments:	
Attachment(s):	HI Manual.pdf ISO offset factors 22 base.pdf

Conclusion:

Sincerely,
Lauren Singh

SERFF Tracking #:	APST-133274801	State Tracking #:	262913	Company Tracking #:	HI 22-08
State:	Hawaii	Filing Company:	AIPSO		
TOI/Sub-TOI:	19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)				
Product Name:	Hawaii Model Year Filing				
Project Name/Number:	Model Year Filing/HI 22-08				

Rate Information

Rate data applies to filing.

Filing Method:	prior approval
Rate Change Type:	Neutral
Overall Percentage of Last Rate Revision:	0.000%
Effective Date of Last Rate Revision:	02/01/2020
Filing Method of Last Filing:	prior approval
SERFF Tracking Number of Last Filing:	APST-132095561

Company Rate Information

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	Number of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
AIPSO	%	%				%	%

SERFF Tracking #:	APST-133274801	State Tracking #:	262913	Company Tracking #:	HI 22-08
State:	Hawaii	Filing Company:	AIPSO		
TOI/Sub-TOI:	19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)				
Product Name:	Hawaii Model Year Filing				
Project Name/Number:	Model Year Filing/HI 22-08				

Rate/Rule Schedule

Item No.	Schedule Item Status	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Attachments
1		HI rate page		Replacement		PP Auto Rate.pdf PP Auto Rate S-T.pdf

HAWAII JOINT UNDERWRITING PLAN MANUAL
PRIVATE PASSENGER AUTO RATE CHAPTER

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HAWAII JOINT UNDERWRITING PLAN MANUAL

PRIVATE PASSENGER AUTO RATE CHAPTER

PRIVATE PASSENGER PHYSICAL DAMAGE COVERAGE
RATING WORKSHEET

Refer to [Rule 23](#) for premium development procedures.

Multiply down each column unless indicated otherwise, and round where applicable.

	Comprehensive	Collision
Model Year Factor		
Symbol Factor		
<i>Round to two decimal places.</i>		
Base Rates		
<i>Round to the nearest whole dollar.</i>		
Class Factor /Primary Factor		
Safe Driver Insurance Plan (Rule 26)	+	+
Secondary Factor (Rule 26)	+	+
Combined Rating Factor		
<i>Round to the nearest whole dollar.</i>		
Deductible Factor (Rule 29)		
Premium (<i>Round to the nearest whole dollar.</i>)		

HAWAII JOINT UNDERWRITING PLAN MANUAL
PRIVATE PASSENGER AUTO RATE CHAPTER

CPAI* ALL TERRITORIES/ALL CLASSES

\$975

* CPAI refers to Certified Public Assistance Insureds receiving a PIP policy at no cost.

NON-CPAI PRIVATE PASSENGER AUTOS

Territory	\$20,000/40,000 RBI	\$10,000 PD	\$10,000 PIP	\$20,000/40,000 Stacked		\$20,000/40,000 Nonstacked	
				UM	UIM	UM	UIM
01	\$614	\$180	\$297	\$218	\$150	\$109	\$75
03	587	145	349	218	150	109	75
04	407	124	212	218	150	109	75
05	607	157	340	218	150	109	75

**431:10C-407(B)(1)(E) ELIGIBLE INSURED ONLY
PRIVATE PASSENGER AUTOS**

Territory	\$20,000/40,000 RBI	\$10,000 PD	\$10,000 PIP	\$20,000/40,000 Stacked		\$20,000/40,000 Nonstacked	
				UM	UIM	UM	UIM
01	\$338	\$180	\$194	\$218	\$150	\$109	\$75
03	308	145	227	218	150	109	75
04	213	124	122	218	150	109	75
05	364	157	212	218	150	109	75

OPTIONAL BENEFITS COVERAGE

Territory	\$500 Per Month Wage Loss Benefit	Alternative Providers Services with Maximum \$75 per Visit, 30 Visits**	\$25,000 Death Benefit	\$2,000 Funeral Benefit
01	\$30	\$64	\$6	\$1
03	35	75	6	1
04	21	46	6	1
05	34	73	6	1

** The charges for acupuncture treatments shall be tied to the charges, and any subsequent increases in charges, permissible under the workers' compensation supplemental medical fee schedule.

PHYSICAL DAMAGE BASE RATES

Territory	\$100 Deductible Comprehensive	\$250 Deductible Collision
01	\$251	\$934
03	102	831
04	142	810
05	117	1,037

HAWAII JOINT UNDERWRITING PLAN MANUAL
PRIVATE PASSENGER AUTO RATE CHAPTER

CLASS FACTORS/PRIMARY RATING FACTORS

Class	RBI	PD	PIP	Stacked		Nonstacked		Wage Loss Benefit	Alternative Providers Services	Death Benefit	Funeral Benefit
				UM	UIM	UM	UIM				
1A	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
1B	1.100	1.100	1.100	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
3	1.500	1.500	1.500	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000

CLASS FACTORS/PRIMARY RATING FACTORS

Class	Comprehensive	Collision
1A	1.000	1.000
1B	1.000	1.000
3	1.150	1.150

MODEL YEAR FACTORS

Model Year	Comprehensive	Collision
2024	1.10	1.10
2023	1.05	1.05
2022	1.00	1.00
2021	0.95	0.94
2020	0.90	0.88
2019	0.86	0.83
2018	0.81	0.76
2017	0.77	0.70
2016	0.74	0.66
2015	0.70	0.62
2014	0.66	0.58
2013	0.63	0.55
2012	0.60	0.51
1990–2011	0.57	0.48
1989 and Prior	1.00	1.00

HAWAII JOINT UNDERWRITING PLAN MANUAL
PRIVATE PASSENGER AUTO RATE CHAPTER

SYMBOL FACTORS
Model Years 2011 and Subsequent

Symbol	Comprehen- sive	Collision	Symbol	Comprehen- sive	Collision
01	0.66	0.66	41	5.49	2.64
02	0.81	0.82	42	5.64	2.69
03	1.00	1.00	43	5.77	2.72
04	1.23	1.15	44	5.91	2.75
05	1.40	1.22	45	6.04	2.78
06	1.55	1.27	46	6.19	2.82
07	1.72	1.31	47	6.36	2.87
08	1.85	1.37	48	6.53	2.90
10	2.00	1.43	49	6.70	2.94
11	2.13	1.49	50	6.85	2.99
12	2.26	1.54	51	7.02	3.03
13	2.36	1.58	52	7.19	3.06
14	2.47	1.61	53	7.34	3.10
15	2.60	1.66	54	7.60	3.16
16	2.70	1.69	55	7.91	3.24
17	2.83	1.73	56	8.26	3.33
18	2.96	1.78	57	8.60	3.42
19	3.06	1.82	58	9.13	3.57
20	3.17	1.85	59	9.83	3.75
21	3.28	1.90	60	10.55	3.93
22	3.38	1.94	61	11.30	4.15
23	3.49	1.99	62	12.06	4.42
24	3.60	2.01	63	12.85	4.67
25	3.70	2.06	64	13.64	4.94
26	3.79	2.09	65	14.40	5.19
27	3.89	2.12	66	15.57	5.58
28	4.00	2.16	67	17.15	6.10
29	4.09	2.19	68	18.70	6.63
30	4.19	2.24	69	20.26	7.15
31	4.30	2.27	70	21.83	7.66
32	4.38	2.30	71	23.40	8.18
33	4.47	2.34	72	24.98	8.70
34	4.57	2.37	73	26.55	9.22
35	4.66	2.40	74	28.13	9.75
36	4.79	2.45	75	29.70	10.27
37	4.94	2.49			
38	5.09	2.54			
39	5.21	2.57			
40	5.36	2.61	98	*	*

* For autos assigned Symbol 98, increase the Symbol 70 factor by +1.57 for comprehensive and +0.52 for collision for each \$10,000 or fraction thereof above the \$150,000 Original Cost New.

HAWAII JOINT UNDERWRITING PLAN MANUAL
PRIVATE PASSENGER AUTO RATE CHAPTER

SYMBOL FACTORS
Model Years 1990 thru 2010

Symbol	Comprehensive	Collision
1	0.75	0.85
2	1.00	1.00
3	1.21	1.09
4	1.37	1.16
5	1.54	1.22
6	1.71	1.28
7	1.87	1.35
8	2.04	1.42
10	2.23	1.49
11	2.44	1.56
12	2.68	1.64
13	2.91	1.72
14	3.18	1.82
15	3.51	1.94
16	3.82	2.05
17	4.12	2.16
18	4.41	2.27
19	4.77	2.40
20	5.19	2.53
21	5.67	2.66
22	6.27	2.82
23	6.93	2.99
24	7.90	3.23
25	9.17	3.54
26	10.43	3.85
27	*	**

* Increase the factor for Symbol 26 by 1.25 for each \$10,000 or fraction thereof above \$80,000 of Original Cost New.

** Increase the factor for Symbol 26 by .30 for each \$10,000 or fraction thereof above \$80,000 of Original Cost New.

SYMBOL FACTORS
Model Years 1989 and Prior

Symbol	Comprehensive	Collision
1	0.32	0.45
2	0.32	0.45
3	0.32	0.45
4	0.32	0.45
5	0.39	0.56
6	0.59	0.66
7	0.75	0.75
8	0.98	0.85
10	1.22	0.94
11	1.46	1.04
12	1.74	1.14
13	2.10	1.26
14	2.51	1.41
15	2.96	1.58
16	3.47	1.76
17	4.04	1.91
18	4.69	2.06
19	5.44	2.25
20	6.34	2.48
21	7.91	2.89

HAWAII JOINT UNDERWRITING PLAN MANUAL
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HAWAII JOINT UNDERWRITING PLAN MANUAL
PRIVATE PASSENGER AUTO RATE CHAPTER

**PRIVATE PASSENGER PHYSICAL DAMAGE COVERAGE
RATING WORKSHEET**

Refer to [Rule 23](#) for premium development procedures.

Multiply down each column unless indicated otherwise, and round where applicable.

	Comprehensive	Collision
Model Year Factor		
Symbol Factor		
<i>Round to two decimal places.</i>		
Base Rates		
<i>Round to the nearest whole dollar.</i>		
Class Factor /Primary Factor		
Safe Driver Insurance Plan (Rule 26)	+	+
Secondary Factor (Rule 26)	+	+
Combined Rating Factor		
<i>Round to the nearest whole dollar.</i>		
Deductible Factor (Rule 29)		
Premium (<i>Round to the nearest whole dollar.</i>)		

HAWAII JOINT UNDERWRITING PLAN MANUAL
PRIVATE PASSENGER AUTO RATE CHAPTER

CPAI* ALL TERRITORIES/ALL CLASSES

\$975

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NON-CPAI PRIVATE PASSENGER AUTOS

Territory	\$20,000/40,000 RBI	\$10,000 PD	\$10,000 PIP	\$20,000/40,000 Stacked		\$20,000/40,000 Nonstacked	
				UM	UIM	UM	UIM
01	\$614	\$180	\$297	\$218	\$150	\$109	\$75
03	587	145	349	218	150	109	75
04	407	124	212	218	150	109	75
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**431:10C-407(B)(1)(E) ELIGIBLE INSURED ONLY
PRIVATE PASSENGER AUTOS**

Territory	\$20,000/40,000 RBI	\$10,000 PD	\$10,000 PIP	\$20,000/40,000 Stacked		\$20,000/40,000 Nonstacked	
				UM	UIM	UM	UIM
01	\$338	\$180	\$194	\$218	\$150	\$109	\$75
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04	213	124	122	218	150	109	75
05	364	157	212	218	150	109	75

OPTIONAL BENEFITS COVERAGE

Territory	\$500 Per Month Wage Loss Benefit	Alternative Providers Services with Maximum \$75 per Visit, 30 Visits**	\$25,000 Death Benefit	\$2,000 Funeral Benefit
01	\$30	\$64	\$6	\$1
03	35	75	6	1
04	21	46	6	1
05	34	73	6	1

** The charges for acupuncture treatments shall be tied to the charges, and any subsequent increases in charges, permissible under the workers' compensation supplemental medical fee schedule.

PHYSICAL DAMAGE BASE RATES

Territory	\$100 Deductible Comprehensive	\$250 Deductible Collision
01	\$ 234 <u>251</u>	\$ 827 <u>934</u>
03	94 <u>102</u>	736 <u>831</u>
04	134 <u>142</u>	717 <u>810</u>
05	108 <u>117</u>	918 <u>1,037</u>

HAWAII JOINT UNDERWRITING PLAN MANUAL
PRIVATE PASSENGER AUTO RATE CHAPTER

CLASS FACTORS/PRIMARY RATING FACTORS

Class	RBI	PD	PIP	Stacked		Nonstacked		Wage Loss Benefit	Alternative Providers Services	Death Benefit	Funeral Benefit
				UM	UIM	UM	UIM				
1A	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
1B	1.100	1.100	1.100	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
3	1.500	1.500	1.500	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000

CLASS FACTORS/PRIMARY RATING FACTORS

Class	Comprehensive	Collision
1A	1.000	1.000
1B	1.000	1.000
3	1.150	1.150

MODEL YEAR FACTORS

Model Year	Comprehensive	Collision
2024 2024	1.10	1.10
2020 2023	1.05	1.05
2019 2022	1.00	1.00
2018 2021	0.95	0.94
2017 2020	0.90	0.88
2016 2019	0.86	0.83
2015 2018	0.81	0.76
2014 2017	0.77	0.70
2013 2016	0.74	0.66
2012 2015	0.70	0.62
2011 2014	0.66	0.58
2010 2013	0.63	0.55
2009 2012	0.60	0.51
1990–2008 2011	0.57	0.48
1989 and Prior	1.00	1.00

HAWAII JOINT UNDERWRITING PLAN MANUAL
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SYMBOL FACTORS
Model Years 2011 and Subsequent

Symbol	Comprehen- sive	Collision	Symbol	Comprehen- sive	Collision
01	0.66	0.66	41	5.49	2.64
02	0.81	0.82	42	5.64	2.69
03	1.00	1.00	43	5.77	2.72
04	1.23	1.15	44	5.91	2.75
05	1.40	1.22	45	6.04	2.78
06	1.55	1.27	46	6.19	2.82
07	1.72	1.31	47	6.36	2.87
08	1.85	1.37	48	6.53	2.90
10	2.00	1.43	49	6.70	2.94
11	2.13	1.49	50	6.85	2.99
12	2.26	1.54	51	7.02	3.03
13	2.36	1.58	52	7.19	3.06
14	2.47	1.61	53	7.34	3.10
15	2.60	1.66	54	7.60	3.16
16	2.70	1.69	55	7.91	3.24
17	2.83	1.73	56	8.26	3.33
18	2.96	1.78	57	8.60	3.42
19	3.06	1.82	58	9.13	3.57
20	3.17	1.85	59	9.83	3.75
21	3.28	1.90	60	10.55	3.93
22	3.38	1.94	61	11.30	4.15
23	3.49	1.99	62	12.06	4.42
24	3.60	2.01	63	12.85	4.67
25	3.70	2.06	64	13.64	4.94
26	3.79	2.09	65	14.40	5.19
27	3.89	2.12	66	15.57	5.58
28	4.00	2.16	67	17.15	6.10
29	4.09	2.19	68	18.70	6.63
30	4.19	2.24	69	20.26	7.15
31	4.30	2.27	70	21.83	7.66
32	4.38	2.30	71	23.40	8.18
33	4.47	2.34	72	24.98	8.70
34	4.57	2.37	73	26.55	9.22
35	4.66	2.40	74	28.13	9.75
36	4.79	2.45	75	29.70	10.27
37	4.94	2.49			
38	5.09	2.54			
39	5.21	2.57			
40	5.36	2.61	98	*	*

* For autos assigned Symbol 98, increase the Symbol 70 factor by +1.57 for comprehensive and +0.52 for collision for each \$10,000 or fraction thereof above the \$150,000 Original Cost New.

HAWAII JOINT UNDERWRITING PLAN MANUAL
PRIVATE PASSENGER AUTO RATE CHAPTER

SYMBOL FACTORS
Model Years 1990 thru 2010

Symbol	Comprehensive	Collision
1	0.75	0.85
2	1.00	1.00
3	1.21	1.09
4	1.37	1.16
5	1.54	1.22
6	1.71	1.28
7	1.87	1.35
8	2.04	1.42
10	2.23	1.49
11	2.44	1.56
12	2.68	1.64
13	2.91	1.72
14	3.18	1.82
15	3.51	1.94
16	3.82	2.05
17	4.12	2.16
18	4.41	2.27
19	4.77	2.40
20	5.19	2.53
21	5.67	2.66
22	6.27	2.82
23	6.93	2.99
24	7.90	3.23
25	9.17	3.54
26	10.43	3.85
27	*	**

* Increase the factor for Symbol 26 by 1.25 for each \$10,000 or fraction thereof above \$80,000 of Original Cost New.

** Increase the factor for Symbol 26 by .30 for each \$10,000 or fraction thereof above \$80,000 of Original Cost New.

SYMBOL FACTORS
Model Years 1989 and Prior

Symbol	Comprehensive	Collision
1	0.32	0.45
2	0.32	0.45
3	0.32	0.45
4	0.32	0.45
5	0.39	0.56
6	0.59	0.66
7	0.75	0.75
8	0.98	0.85
10	1.22	0.94
11	1.46	1.04
12	1.74	1.14
13	2.10	1.26
14	2.51	1.41
15	2.96	1.58
16	3.47	1.76
17	4.04	1.91
18	4.69	2.06
19	5.44	2.25
20	6.34	2.48
21	7.91	2.89

SERFF Tracking #:	APST-133274801	State Tracking #:	262913	Company Tracking #:	HI 22-08
State:	Hawaii	Filing Company:	AIPSO		
TOI/Sub-TOI:	19.0 Personal Auto/19.0001 Private Passenger Auto (PPA)				
Product Name:	Hawaii Model Year Filing				
Project Name/Number:	Model Year Filing/HI 22-08				

Supporting Document Schedules

Satisfied - Item:	Model Year Filing
Comments:	
Attachment(s):	HI MY Filing 22-08.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Current Manual & Off Balance Factor Support
Comments:	
Attachment(s):	HI Manual.pdf ISO offset factors 22 base.pdf
Item Status:	
Status Date:	



"Serving the Insurance Industry"

May 24, 2022

Mr. Colin M. Hayashida, 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, 2nd Floor, Room 213
Honolulu, HI 96813

Attn.: Mr. Gordon Ito, Deputy Insurance Commissioner

**Hawaii Joint Underwriting Plan
AIPSO Filing No. HI 22-08**

Dear Mr. Hayashida:

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

January 1, 2023 for new and renewal business

ACTUARIAL MEMORANDUM

The reason for this revenue-neutral filing is to introduce physical damage rates for 2022 through 2024 model year vehicles in accordance with the approved Model Year Rating Program. Also, the base model year is being shifted from 2019 to 2022 for all model year vehicles, i.e., 1990/through 2024. Due to the shift in base model year, the following off-balance factors are applied to the latest available model year and symbol (Model Year 2019, Symbol 3) so that the revised rates are being introduced on-balance.

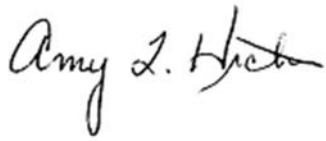
**Comprehensive: 0.987
Collision: 1.027**

We respectfully request your prompt consideration and approval of this filing. Please contact the undersigned at (401) 429-1566 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Lauren M. Singh".

Lauren M. Singh
Actuarial Analyst
Actuarial Services

A handwritten signature in black ink that reads "Amy L. Hicks". The signature is written in a cursive, flowing style.

Amy L. Hicks, FCAS, MAAA
Vice President & Actuarial Team Leader
(401) 528-1427

pc:
Mr. Tom Assad, AIPSO
Ms. Andrea Olson, AIPSO
Mr. Robert Powers, AIPSO

HAWAII JOINT UNDERWRITING PLAN MANUAL

PRIVATE PASSENGER AUTO RATE CHAPTER

PRIVATE PASSENGER PHYSICAL DAMAGE COVERAGE
RATING WORKSHEET

Refer to [Rule 23](#) for premium development procedures.

Multiply down each column unless indicated otherwise, and round where applicable.

	Comprehensive	Collision
Model Year Factor		
Symbol Factor		
<i>Round to two decimal places.</i>		
Base Rates		
<i>Round to the nearest whole dollar.</i>		
Class Factor /Primary Factor		
Safe Driver Insurance Plan (Rule 26)	+	+
Secondary Factor (Rule 26)	+	+
Combined Rating Factor		
<i>Round to the nearest whole dollar.</i>		
Deductible Factor (Rule 29)		
Premium (<i>Round to the nearest whole dollar.</i>)		

HAWAII JOINT UNDERWRITING PLAN MANUAL
PRIVATE PASSENGER AUTO RATE CHAPTER

CPAI* ALL TERRITORIES/ALL CLASSES

\$975

* CPAI refers to Certified Public Assistance Insureds receiving a PIP policy at no cost.

NON-CPAI PRIVATE PASSENGER AUTOS

Territory	\$20,000/40,000 RBI	\$10,000 PD	\$10,000 PIP	\$20,000/40,000 Stacked		\$20,000/40,000 Nonstacked	
				UM	UIM	UM	UIM
01	\$614	\$180	\$297	\$218	\$150	\$109	\$75
03	587	145	349	218	150	109	75
04	407	124	212	218	150	109	75
05	607	157	340	218	150	109	75

**431:10C-407(B)(1)(E) ELIGIBLE INSURED ONLY
PRIVATE PASSENGER AUTOS**

Territory	\$20,000/40,000 RBI	\$10,000 PD	\$10,000 PIP	\$20,000/40,000 Stacked		\$20,000/40,000 Nonstacked	
				UM	UIM	UM	UIM
01	\$338	\$180	\$194	\$218	\$150	\$109	\$75
03	308	145	227	218	150	109	75
04	213	124	122	218	150	109	75
05	364	157	212	218	150	109	75

OPTIONAL BENEFITS COVERAGE

Territory	\$500 Per Month Wage Loss Benefit	Alternative Providers Services with Maximum \$75 per Visit, 30 Visits**	\$25,000 Death Benefit	\$2,000 Funeral Benefit
01	\$30	\$64	\$6	\$1
03	35	75	6	1
04	21	46	6	1
05	34	73	6	1

** The charges for acupuncture treatments shall be tied to the charges, and any subsequent increases in charges, permissible under the workers' compensation supplemental medical fee schedule.

PHYSICAL DAMAGE BASE RATES

Territory	\$100 Deductible Comprehensive	\$250 Deductible Collision
01	\$251	\$934
03	102	831
04	142	810
05	117	1,037

HAWAII JOINT UNDERWRITING PLAN MANUAL
PRIVATE PASSENGER AUTO RATE CHAPTER

CLASS FACTORS/PRIMARY RATING FACTORS

Class	RBI	PD	PIP	Stacked		Nonstacked		Wage Loss Benefit	Alternative Providers Services	Death Benefit	Funeral Benefit
				UM	UIM	UM	UIM				
1A	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
1B	1.100	1.100	1.100	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
3	1.500	1.500	1.500	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000

CLASS FACTORS/PRIMARY RATING FACTORS

Class	Comprehensive	Collision
1A	1.000	1.000
1B	1.000	1.000
3	1.150	1.150

MODEL YEAR FACTORS

Model Year	Comprehensive	Collision
2024	1.10	1.10
2023	1.05	1.05
2022	1.00	1.00
2021	0.95	0.94
2020	0.90	0.88
2019	0.86	0.83
2018	0.81	0.76
2017	0.77	0.70
2016	0.74	0.66
2015	0.70	0.62
2014	0.66	0.58
2013	0.63	0.55
2012	0.60	0.51
1990–2011	0.57	0.48
1989 and Prior	1.00	1.00

HAWAII JOINT UNDERWRITING PLAN MANUAL

PRIVATE PASSENGER AUTO RATE CHAPTER

SYMBOL FACTORS
Model Years 2011 and Subsequent

Symbol	Comprehen- sive	Collision	Symbol	Comprehen- sive	Collision
01	0.66	0.66	41	5.49	2.64
02	0.81	0.82	42	5.64	2.69
03	1.00	1.00	43	5.77	2.72
04	1.23	1.15	44	5.91	2.75
05	1.40	1.22	45	6.04	2.78
06	1.55	1.27	46	6.19	2.82
07	1.72	1.31	47	6.36	2.87
08	1.85	1.37	48	6.53	2.90
10	2.00	1.43	49	6.70	2.94
11	2.13	1.49	50	6.85	2.99
12	2.26	1.54	51	7.02	3.03
13	2.36	1.58	52	7.19	3.06
14	2.47	1.61	53	7.34	3.10
15	2.60	1.66	54	7.60	3.16
16	2.70	1.69	55	7.91	3.24
17	2.83	1.73	56	8.26	3.33
18	2.96	1.78	57	8.60	3.42
19	3.06	1.82	58	9.13	3.57
20	3.17	1.85	59	9.83	3.75
21	3.28	1.90	60	10.55	3.93
22	3.38	1.94	61	11.30	4.15
23	3.49	1.99	62	12.06	4.42
24	3.60	2.01	63	12.85	4.67
25	3.70	2.06	64	13.64	4.94
26	3.79	2.09	65	14.40	5.19
27	3.89	2.12	66	15.57	5.58
28	4.00	2.16	67	17.15	6.10
29	4.09	2.19	68	18.70	6.63
30	4.19	2.24	69	20.26	7.15
31	4.30	2.27	70	21.83	7.66
32	4.38	2.30	71	23.40	8.18
33	4.47	2.34	72	24.98	8.70
34	4.57	2.37	73	26.55	9.22
35	4.66	2.40	74	28.13	9.75
36	4.79	2.45	75	29.70	10.27
37	4.94	2.49			
38	5.09	2.54			
39	5.21	2.57			
40	5.36	2.61	98	*	*

* For autos assigned Symbol 98, increase the Symbol 70 factor by +1.57 for comprehensive and +0.52 for collision for each \$10,000 or fraction thereof above the \$150,000 Original Cost New.

HAWAII JOINT UNDERWRITING PLAN MANUAL
PRIVATE PASSENGER AUTO RATE CHAPTER

SYMBOL FACTORS
Model Years 1990 thru 2010

Symbol	Comprehensive	Collision
1	0.75	0.85
2	1.00	1.00
3	1.21	1.09
4	1.37	1.16
5	1.54	1.22
6	1.71	1.28
7	1.87	1.35
8	2.04	1.42
10	2.23	1.49
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14	3.18	1.82
15	3.51	1.94
16	3.82	2.05
17	4.12	2.16
18	4.41	2.27
19	4.77	2.40
20	5.19	2.53
21	5.67	2.66
22	6.27	2.82
23	6.93	2.99
24	7.90	3.23
25	9.17	3.54
26	10.43	3.85
27	*	**

* Increase the factor for Symbol 26 by 1.25 for each \$10,000 or fraction thereof above \$80,000 of Original Cost New.

** Increase the factor for Symbol 26 by .30 for each \$10,000 or fraction thereof above \$80,000 of Original Cost New.

SYMBOL FACTORS
Model Years 1989 and Prior

Symbol	Comprehensive	Collision
1	0.32	0.45
2	0.32	0.45
3	0.32	0.45
4	0.32	0.45
5	0.39	0.56
6	0.59	0.66
7	0.75	0.75
8	0.98	0.85
10	1.22	0.94
11	1.46	1.04
12	1.74	1.14
13	2.10	1.26
14	2.51	1.41
15	2.96	1.58
16	3.47	1.76
17	4.04	1.91
18	4.69	2.06
19	5.44	2.25
20	6.34	2.48
21	7.91	2.89

CHECKING SLIP—IMPORTANT

HAWAII JOINT UNDERWRITING PLAN MANUAL

HI 2022 Revision 001

NEW PAGES ENCLOSED	Frontispiece, i, D-1–D-3, I-1–I-4, AP-1–AP-6, PA-1–PA-15, CA-1–CA-3, (1)–(2), P-3–P-12, (a)–(c)
SUPERSEDED—REMOVE	All previous Checking Slips Pages (1)–(2), P-3– <u>P-14</u> , (a)– <u>(b)</u>
NEW CHANGES	Principles of Operation A new Principles of Operation is introduced for the Hawaii Joint Underwriting Plan (HJUP). The Principles of Operation includes provisions needed to facilitate the transition of AIPSO as the HJUP servicing entity and to provide Hawaii licensed producers with guidelines to register, write, and transmit HJUP business. The Principles of Operation includes a Definitions section, an Introduction, and three parts: Administrative Provisions, Personal Automobile Part, and Commercial Automobile Part. The Administrative Provisions include the administrative rules of the HJUP, such as the Board of Governors composition, HJUP membership, and other general provisions applicable to the administration of the HJUP. The Personal Automobile Part applies to residual bodily injury, property damage, personal injury protection, uninsured and underinsured motorists, and physical damage coverages as well as CPAI insureds. The Commercial Automobile Part will contain future provisions effective September 1, 2023. Manual of Rules and Rates Rule 21 is deleted in its entirety, as the provisions have been relocated to the Hawaii Joint Underwriting Plan Principles of Operation. The new Principles of Operation and deletion of Rule 21 are effective June 1, 2022 . Table of Contents page (1) is revised.
ELECTRONIC MANUAL	The Hawaii Joint Underwriting Plan Manual is available in electronic format at https://www.aipso.com/Manuals/HawaiiManuals.aspx . Register at https://www.aipso.com/EmailAlerts.aspx to receive email alerts when the manual is updated.
ABOUT THIS MANUAL	Stars (★) indicate the beginning of an amendment and end symbols (✧) indicate the ending of an amendment. The latest effective dates of the Manual of Rules and Rates are listed on pages (a)–(b) located at the end of the Manual.

Distributed by
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On behalf of the
Hawaii Joint Underwriting Plan
P.O. Box 3614
Honolulu, Hawaii 96811-3614

HAWAII

JOINT UNDERWRITING PLAN

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**HAWAII JOINT UNDERWRITING PLAN
PRINCIPLES OF OPERATION
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HAWAII JOINT UNDERWRITING PLAN

DEFINITIONS

NOTES

HAWAII JOINT UNDERWRITING PLAN
PRINCIPLES OF OPERATION
DEFINITIONS

“Certified public assistance insureds (CPAI)” means a consumer who obtains a valid certificate of eligibility issued by the Department of Human Services in accordance with Haw. Admin. Rules (HAR) §17-654 and is eligible for automobile insurance through the Hawaii Joint Underwriting Plan (HJUP) in accordance with HRS §431:10C-407.

“Electronic application submission” means the online process used by producers to complete an application form and transmit it to the HJUP.

“Electronic payment” means the optional methods for submission of the deposit payment by electronic funds transfer, debit card, e-check, or credit card available through electronic application submission for private passenger applications.

“Electronically transmit” means (1) the online process used to submit an application to the HJUP; (2) the methods by which a producer may forward a copy of the completed signed application and supporting documentation to the HJUP after electronically submitting the application and electronic payment. These methods include facsimile (fax) and the scan/upload option; and (3) for Electronic Application Submission Retraction Request Forms, the facsimile (fax) and e-mail methods by which the producer may submit the paper form to the HJUP.

“Insurance Commissioner” means the public official in the Hawaii Department of Commerce and Consumer Affairs, Insurance Division, who, along with their office, regulates the insurance industry and manages the HJUP. Pursuant to HRS §431:10C-402, the Insurance Commissioner shall establish and maintain a Joint Underwriting Plan Bureau in the Insurance Division to receive, assign, and supervise the servicing

of all assigned claims and all applications for Joint Underwriting Plan coverage and adopt regulations for the operation of the bureau, the assignment of applications for Joint Underwriting Plan coverage and assigned claims, and the inspection, supervision, and maintenance of this service on a fair and equitable basis. The Insurance Commissioner shall also establish the rating rules, refinement of classifications, rates, rating plans, territories, and policy forms for use under the HJUP after consultation with the HJUP Board of Governors and in accordance with the requirements and standards prescribed in HRS §431:10C-409 through §431:10C-412.

“Postmark” means the postmark applied by the United States Postal Service (USPS) and does not include a metered mail stamp (without USPS postmark), electronic stamp, or other postage service or stamp.

“Servicing entity” means an entity appointed by the Insurance Commissioner to issue and service eligible auto policies through the HJUP. A servicing entity must be an entity contracting with a licensed insurer in whose name the policies will be issued on behalf of the HJUP. A servicing entity must comply with all applicable insurance regulations and state statutes.

“Signatures” means (1) the copies of applicant and producer signatures on the completed application electronically transmitted to the HJUP and (2) handwritten signatures of the applicant and producer affixed to the original completed paper application that is forwarded to the HJUP under the Alternate Application Submission Procedure.

“Working day” means a day on which business is conducted Monday through Friday, except for legal holidays when the United States Post Office is closed.

HAWAII JOINT UNDERWRITING PLAN

INTRODUCTION

NOTES

HAWAII JOINT UNDERWRITING PLAN

PRINCIPLES OF OPERATION

INTRODUCTION

The Hawaii Joint Underwriting Plan (HJUP) took effect September 1, 1974. The HJUP was established to provide automobile insurance coverage to eligible drivers who are unable to secure insurance from a licensed insurer or have multiple accidents or traffic convictions.

Unless specifically identified otherwise, the sections of this Principles of Operation apply to residual bodily injury, property damage, personal injury protection, uninsured and underinsured motorists, and physical damage coverages and such additional insurance coverages as are required by Hawaii law.

The HJUP makes available, at no cost to the insured, minimum liability coverage required in the state of Hawaii to all licensed drivers receiving public assistance benefits through the Department of Human Services. An insured may obtain their policy by mailing the Certificate of Eligibility, issued by the Department of Human Services, along with a photocopy of their driver's license or their designated driver's license (if permanently disabled) and vehicle registration within 30 days of their eligibility for insurance to:

IC International c/o HJUP
1022 Bethel St
Honolulu, HI 96813
Phone: (877) 622-4776
Walk ins are not accepted.

IC International will verify the insured's eligibility for insurance at no cost and then validate the certificate. A validated certificate will be mailed back to the insured and will serve as the insured's policy. Refer to [Section 20](#) of this Manual for further information.

The Principles of Operation is divided into three parts as follows:

Part I Administrative Provisions (Effective June 1, 2022)

- Administrative provisions of the HJUP

Part II Personal Automobile Part (Effective June 1, 2022)

- Eligibility
- Coverages
- Other applicable provisions

Part III Commercial Automobile Part (Effective September 1, 2023)

- Eligibility
- Coverages
- Other applicable provisions

Note: Prior to September 1, 2023, servicing entities are to follow their voluntary business practices when writing and issuing commercial policies.

Before submitting an application for coverage, it is strongly recommended that users of this Manual read "Producers Doing Business with HJUP". However, it is required that users of this Manual read the Administrative Provisions in Part I, the Personal and Commercial Automobile Parts contained in Parts II and III, and review the General Rules. To the extent to which "Producers Doing Business with HJUP" conflicts with the Administrative Provisions, or the Personal or Commercial Automobile Parts, the provisions of the respective Administrative Provisions, or the Personal or Commercial Automobile Parts shall apply.

PRODUCERS DOING BUSINESS WITH HJUP

HOW, WHEN, AND WHERE

Producer Registration to Access Electronic Application Submission

Any producer licensed to write motor vehicle insurance in the state of Hawaii shall automatically be licensed and authorized to bind eligible applicants on behalf of the HJUP and shall communicate the fact of such binding directly to the HJUP. Producers must register to access the electronic application submission system as the means of transmitting business to the servicing entity.

Producers licensed to transact automobile insurance in the state must register with the HJUP. Only producers registered with the HJUP may submit applications. It is the responsibility of each producer to review and comply with the rules and procedures for electronic application submission in the Principles of Operation.

To register with the HJUP, a producer must

1. hold a valid Hawaii property and casualty license, and
2. maintain an errors and omissions insurance policy, and
3. complete the Application for Registration for Authorization to Submit Applications.

A user identification code must be obtained by completing an application for registration for authorization to submit applications electronically. The online registration application must be completed by accessing the HJUP website at <https://www.aipso.com/PlanSites/Hawaii>.

A copy of a valid producer's license must be submitted to the HJUP at the time application is made. License copies should be electronically transmitted to the HJUP in accordance with the instructions provided on the HJUP website.

A producer meeting these requirements is authorized to bind automobile insurance with the HJUP in accordance with the provisions and limitations set forth in the HJUP Principles of Operation and the Manual of Rules and Rates.

HAWAII JOINT UNDERWRITING PLAN

PRINCIPLES OF OPERATION

INTRODUCTION

To maintain access to electronic application submission, a producer must maintain a valid property and casualty producer's license. Upon expiration of a producer's license, the HJUP will review the Hawaii Insurance Division's website to confirm an active property and casualty license is filed with the state.

In no instance is the registered or unregistered producer to present itself as an agent of the HJUP. There is no explicit or unexplicit agency relationship between any producer and the HJUP. In every instance, the registered producer is an independent contractor that is doing business with the HJUP.

Commissions will be paid in accordance with [Section 27](#).

Electronic Application Submission

The producer must electronically transmit private passenger and commercial applications to the HJUP using the online process for electronic application submission authorized by the HJUP. The electronic application submission process offers online completion of the application form and electronically transmits the application to the HJUP. Electronic payment is available when electronically transmitting private passenger applications.

The completed signed application, deposit, and supporting documentation must be forwarded to the HJUP in accordance with HJUP rules.

Before electronically transmitting the online application, please review the application to ensure that you have provided the servicing entity or HJUP with all the information necessary for issuance of the policy or completion of the transaction.

If electronic application submission is not available for any reason or if the full annual premium or any portion of the deposit is premium financed, the application to the HJUP shall be made using the alternate application submission procedure in accordance with [Section 23.B](#).

HOW TO APPLY TO THE HJUP

In completing the application, the producer must be certain that

- the application is completed in the name of the individual or entity requesting coverage;
- the application is signed by the applicant and the producer of record;
- the producer's and applicant's signatures certify the date and time the electronic application was transmitted to the HJUP;
- all applicable questions are answered fully;
- any and all attachments pertinent to the application are attached;
- for all applications subject to the alternate application submission procedure in [Section 23.B](#), the deposit check or money order accompanying the application must be correctly drafted in accordance with [Section 22.D](#);
- the applicant has read the application and concurs that all answers are correct and complete;
- the application is electronically transmitted to the HJUP in accordance with the electronic application submission procedures;

- for private passenger applications, the effective date of coverage shall be determined in accordance with [Section 23](#);
- the name, address, and tax identification number of the producer of record are included.

Specific questions on the HJUP Manual, or any portion thereof, should be directed to the HJUP.

WHAT TO SEND TO THE HJUP

Producers must submit applications to the HJUP in accordance the provisions contained in [Section 23](#).

The completed application bearing the signatures of the applicant and producer of record and supporting documentation must be **electronically transmitted** to the HJUP no later than two working days following the date of transmittal of the application and must be received by the HJUP no later than five working days following the date the application and deposit were electronically transmitted to the HJUP. If utilizing the fax option, a cover sheet should be provided containing the producer contact information and the name of the applicant.

The producer is **not** required to forward a paper copy of the application and supporting documentation to the HJUP. However, the producer must retain either the original, completed signed application generated by electronic application submission or a copy of the completed signed application and supporting documentation for their records.

The effective date of coverage for all private passenger applications with the electronic payment option will be determined in accordance with [Section 23.A.3](#).

Copies of the following documents must accompany the application:

- Driver's license(s)
- Vehicle registration(s)
- Credit Card Payment Authorization and receipt
- CLUE Report
- MVR or Court Connect Report
- Uninsured and Underinsured Motorist Coverage—Personal Auto form (AIP 9501)
- Finance agreement, if premium financed

HOW TO APPLY FOR ADDITIONAL COVERAGES OR CHANGES IN THE POLICY

All requests for changes to a policy must be submitted in writing on an approved Policy Change Request form. The Policy Change Request form should be forwarded directly to the servicing entity no later than the first working day after completion. Be certain the insured's policy number and other identification numbers, if any, are included in your written request on the approved Policy Change Request form. If a reduction or elimination of coverage is requested, the completed approved Policy Change Request form must be signed by the applicant.

The Policy Change Request form can be accessed from the HJUP website at <https://www.aipso.com/PlanSites/Hawaii>.

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**Sec. 1. JOINT UNDERWRITING PLAN
ESTABLISHMENT**

A Hawaii Joint Underwriting Plan (HJUP) is established consisting of all insurance carriers authorized to transact motor vehicle insurance in this state. Each insurer shall be a member of the Plan and shall maintain membership as a condition of its licensure to transact such insurance in this state. As part of its membership, each insurer shall pay an annual membership fee in accordance with Haw. Admin. Rules (HAR) §16-23-68.

Sec. 2. ADMINISTRATION

The HJUP will be administered through a HJUP Bureau under the direction of the Insurance Commissioner hereinafter referred to as the "Commissioner."

Sec. 3. ALLOCATION OF COSTS

All costs incurred in the operation of the HJUP such as administrative, staff, and claims paid, and policies written for certified public assistance insureds (CPAI) shall be allocated fairly and equitably among the HJUP members.

Member insurer participation ratios shall be computed based on voluntary market share for the following lines of automobile business:

- Private passenger
- All other automobile

Member insurers will participate in the HJUP private passenger and other than private passenger pools in accordance with these participation ratios. In addition, for the purpose of member insurer participation in CPAI experience, a CPAI participation ratio will be determined.

For each line of HJUP and CPAI business, member insurers shall share in experience for the following coverages:

1. Residual bodily injury liability
2. Property damage liability
3. Personal injury protection

Member insurers participating in the HJUP private passenger and HJUP other than private passenger pools will also share in HJUP physical damage experience.

Allocation of HJUP private passenger nonfleet experience will be made on the basis of voluntary private passenger net direct written car years. Allocation of HJUP other than private passenger experience will be made on the basis of voluntary all other automobile net direct written premiums. A CPAI participation ratio will be developed using a weighting factor in accordance with Chapter 13 of the HJUP Accounting and Statistical Requirements Manual.

For further information on member insurer sharing of HJUP and CPAI experience, refer to Chapters 12 and 13 of the HJUP Accounting and Statistical Requirements Manual.

Sec. 4. INSURANCE POLICIES

Motor vehicle insurance policies and binders issued to eligible HJUP applicants shall be issued in the name of a servicing entity on behalf of the HJUP and appropriate language, as approved by the Commissioner, shall be used to reflect the liability thereunder of the HJUP. Such policies shall be standard policies as prescribed by the Commissioner.

Sec. 5. RESERVED FOR FUTURE USE

**Sec. 6. CENTRAL PROCESSOR
REPORTING**

All of the data necessary to comply with the foregoing allocation procedures shall be reported to the Central Processor of the HJUP by each member insurer or by the statistical agencies designated by such insurer. Each insurer agrees to permit its statistical agent to release such data to the Central Processor and agrees that its statistical agent shall be permitted to furnish the Central Processor with statements of its experience.

Sec. 7. BOARD OF GOVERNORS

A Board of Governors, hereinafter referred to as the "Board", shall be established by the Commissioner for the purpose of providing expertise and consultation on all matters pertaining to the operation of the HJUP. The Board shall be composed of the following appointed by the Commissioner for terms of two years each:

- Four persons from, and members or representatives of, nationally organized insurers or their domestic insurer affiliates
- One person to represent insurance producers
- Two members selected by the Commissioner or nominated by each of the classifications provided for in HRS §431:10C-407(b)

The Commissioner shall provide, after consultation with the Board, funds in the budget of the HJUP sufficient to reimburse each member of the Board for the actual costs of transportation, overnight housing, food, and other incidental costs of attending to the business and meetings of the Board. Otherwise, the members shall serve without compensation.

The Board shall elect its chairman and vice chairman annually. The Board shall meet at its discretion, but not less frequently than quarterly.

Sec. 8. SERVICING ENTITIES

A. Selection of a Servicing Entity

HJUP coverage and direct insurance operations will be performed on behalf of HJUP members by a selected servicing entity appointed by the Commissioner.

1. A servicing entity shall be one of the following:
 - a. An insurer as described in Haw. Admin. Rules (HAR) §16-23-68, with the abilities to provide

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services as described in Haw. Admin. Rules (HAR) §16-23-77, or

- b. A person as described in HRS §431:1-212, HRS, authorized to provide services as described in Haw. Admin. Rules (HAR) §16-23-77.
2. Appointment of a servicing entity will be based on consideration of the following criteria:
 - a. A servicing entity must demonstrate the capability to process and maintain a high level of service for all risks submitted through agents.
 - b. A servicing entity should have the necessary facilities to provide HJUP policyholders and assigned claims a high level of service.
 - c. A servicing entity should be able to service both private passenger and commercial lines unless otherwise approved by the Commissioner and have the ability to process fluctuating work volumes and maintain quality of service through peak periods.
 - d. A servicing entity claim capabilities must include
 - (1) an adequately decentralized adjusting staff;
 - (2) a claim examining staff resident in Hawaii; and
 - (3) local authority to settle claims up to the statutory basic motor vehicle limits provided for by law.
 - e. A servicing entity must have the capability to produce accounting and statistical reports as required.

B. Servicing Entity Duties

On an ongoing basis, the servicing entity must

1. accomplish confirmation of rating criteria such as an applicant's or policyholder's driving record;
2. issue insurance policies and endorsements within 15 working days after receipt of an application for HJUP coverage;
3. effectively and efficiently perform all necessary accounting and statistical procedures as outlined by the HJUP Manual;
4. collect the necessary data to disburse commission payments to agents and the ability to store this data and report same to the Internal Revenue Service annually.

C. Allowances to the Servicing Entity

Servicing entities shall be reimbursed for servicing expenses. The Commissioner shall establish the fees for reimbursement of the servicing entity's administrative and loss adjustment expenses associated with its handling of CPAI and non-CPAI business on new business effective after June 1, 2022, after consultation with the HJUP Board of Governors. The fee schedule approved by the Commissioner will define any direct

reimbursement of operating costs to the servicing entity for both administrative and claims handling responsibilities.

Methods of application and interim adjustment of these expense allowances are outlined specifically in the HJUP Accounting and Statistical Requirements Manual.

The Commissioner may authorize reimbursement to the servicing entity for abnormal insurance business losses incurred in connection with HJUP business. Such abnormal business losses may be defined and designated by the Commissioner but shall not include any loss or expense incurred as a result of fraud or dishonesty on the part of a servicing entity's claims personnel (including, but not limited to, independent adjusters and agents), and the servicing entity shall hold the HJUP harmless from, and reimburse it for, any such loss or expense charged to the HJUP as a result of fraud or dishonesty.

Sec. 9. SERVICING ENTITY SERVICES TO INSURED

The servicing entity will be responsible for maintaining a line of communications for the producers when they have questions concerning the risks they are placing with the HJUP. This will include premium remittances and commissions.

A. Renewal Processing and Billing

HJUP renewal policies must be rated in the proper classification and be assigned the proper surcharges, if any, for the upcoming policy period. It is the servicing entity's responsibility to undertake action that will develop the data necessary to properly rate upcoming renewals. This action may consist of, but is not limited to, MVRs, inspection, etc.

B. Endorsement Processing and Billing

A request for a change in a policy may be received by the servicing entity directly from the insured or from the producer. If from the producer, the request is to be sent to the servicing entity to be received immediately after the writing date of request for change. In no event shall a request for change adding coverage or additional items have an endorsement effective date that precedes the date and time of the writing of the request for change, except in those instances where contractual coverage exists automatically under the terms of the policy and notice to the servicing entity is accomplished within the time frame required.

The servicing entity will handle endorsements requested, issuing endorsement change notices and related billing/refund checks on a punctual day-to-day basis with a maximum issuance time not to exceed 15 working days after the date of receipt by the carrier.

If a return premium is called for, the servicing entity will draw a check for the gross amount of the premium refund due. The check will be made payable to the policyholder or the finance company (as applicable) and, at the discretion of the servicing entity, returned either directly to the policyholder or via the producer to the policyholder; recognizing that all finance company refunds, where a signed agreement exists, by necessity, must be sent directly to the finance company.

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If additional premium is due, the gross due premium will be billed and is payable within 30 days following the billing date or in a manner consistent with the servicing entity's billing practices.

C. Payment Receipts

The servicing entity will provide a procedure for effective billing and collection follow-up efforts for premium payment due from HJUP policyholders.

D. Cancellation Initiated by the Servicing Entity for Non-payment of Premium

The servicing entity will comply with cancellation statutes as provided by law. The servicing entity must take every precaution to avoid providing insurance protection without collecting the appropriate premium. Should the situation arise that a balance write-off of uncollected premium be necessary, it will represent an expense ultimately charged to the participating members. Any balance write-off must be reasonable, and supportable indication of sound collection follow-up efforts will be available in the office of the servicing entity supporting this write-off action.

If an insured defaults in payment of his premium, the policy will be cancelled for nonpayment. Cancellation shall be effective on the date specified and coverage shall cease on such date. No coverage will be effective if the insured's premium remittance that accompanies the application is justifiably dishonored by the financial institution.

If the servicing entity issues a cancellation notice for nonpayment of premium to the insured and the insured's remittance received by the servicing entity subsequent to issuance of such cancellation notice is justifiably dishonored by the financial institution, the policy will terminate on the date and time shown on the cancellation notice issued for nonpayment of premium.

Nothing herein shall be deemed to affect the servicing entity's right to cancel a policy for other reasons as provided by law.

If after posting the cancellation credit premium entry a debit balance remains on the insured's ledger record (indicating that earned premium has exceeded premium collections), the servicing entity will be responsible for taking reasonable collection procedures in attempting to collect from the insured.

Sec. 10. HJUP MEMBERSHIP

A. Membership in HJUP

1. Each insurer shall be a member of the HJUP. As a condition of licensure, it shall
 - a. maintain its membership at a minimum fee of \$1,000 per year or part thereof; and
 - b. accept appointment as a servicing entity if the Commissioner finds it necessary in the public interest and that the insurer is capable of performing as a servicing entity. This section shall not apply to those insurers writing motor vehicle insurance exclusively under HRS §431:10C-106.

2. The Commissioner shall notify the insurer of its membership in the HJUP at least 30 days before the extension date of the insurer's membership. If the fee is not paid on or before the extension date, the fee shall be increased by a penalty in the amount of fifty percent of the fee. If the fee and the penalty are not paid within 30 days after the extension date, the Commissioner may revoke the insurer's certificate of authority and reissue the certificate of authority when the penalty and the fee have been paid.

B. Meetings of HJUP Members

Special meetings of HJUP members may be called by the Commissioner at any time upon reasonable notice to HJUP members.

C. Membership—Termination

A member may terminate membership in the HJUP upon ceasing to write motor vehicle insurance within the state. With respect to all policies in effect on the effective date of a member's termination, the liability of the terminating member shall cease on the anniversary date of each such policy during the succeeding year. Termination of membership shall not discharge or otherwise affect liabilities incurred prior to the expiration of such policies and the member shall continue to pay assessments until its proportionate share established by its writings prior to discontinuance of business has been determined. However, if the motor vehicle liability, personal injury protection, or physical damage business of an insurer discontinuing the writing of motor vehicle liability, personal injury protection, or physical damage insurance in this state has been purchased by, transferred to, or reinsured by another insurer, the latter shall pay the assessments of the former until the proportionate share of the former, as established by its writings prior to such transfer, has been paid.

In the event that an insurer is merged with another insurer or there is a consolidation of insurers, the continuing insurer shall pay the assessments of the insurer merged and consolidated. Groups of insurers under the same ownership and management must be treated as a single insurer under these provisions. Groups of insurers under either the same ownership or management, but not both, may elect to be treated separately.

D. Joint Liability for HJUP Business

In the event of the failure of any member, through insolvency or otherwise, to pay promptly its portion of any loss or expense, after the HJUP shall have made written demand upon it to pay such loss or expense, the Commissioner shall take appropriate action. If the loss or expense remains unpaid beyond a reasonable period, all of the other HJUP members, upon notification by the Commissioner, shall promptly pay their respective pro rata share, based upon the predetermined participation ratio. Members which have made contributions shall have the right to recovery thereafter against the member in default, provided however, the Commissioner may enter into agreement with any such member in default, or with the legal representative thereof, upon an amount which shall constitute a full settlement of all of the obligations of said member to the remaining members.

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E. Auditing of Members

The Commissioner may audit the records of any member relating to the HJUP and may establish what policies, records, books of account, documents, and related material it deems necessary to carry out its functions. Such material shall be provided by the members in the form and with the frequency reasonably required by the HJUP.

Sec. 11. INDEMNIFICATION

The State of Hawaii, or any officer or his designated agent or any employee of the state, made a party to any action, suit, or proceeding because of any action taken or failure of action by the state or such person in connection with the administration or operation of the HJUP, shall be indemnified by the participating members against all costs (including the amount of judgments, settlements, fines, and penalties) and expenses incurred in connection with such action, suit, or proceeding; provided, however, such indemnification shall not be provided (except to the state of Hawaii) on any matter in which the person shall be finally adjudged in any such action, suit,

or proceeding to have committed a breach of duty involving gross negligence (bad faith, dishonesty), willful misfeasance, or reckless disregard of the responsibilities of his office or position. In the event of settlement of a matter before final adjudication, indemnification shall be provided only if the state of Hawaii is advised by independent counsel that the person to be indemnified did not, in counsel's opinion, commit such a breach of duty.

The costs and expenses of such indemnification shall be prorated and paid for by the members, each contributing in accordance with the HJUP formula for allocation of other costs and expenses.

Sec. 12. APPEAL

The Commissioner may provide an appropriate appeal process for members, the servicing entity, and agents.

Secs. 13–16. RESERVED FOR FUTURE USE

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Sec. 17. PURPOSE OF THE HAWAII JOINT UNDERWRITING PLAN (HJUP)

The purposes of the HJUP are

- A. to make automobile residual bodily injury and property damage liability insurance available to vehicles registered with the Department of Transportation, subject to the conditions hereafter stated, and
- B. to make personal injury protection insurance available to four-wheel vehicles classified and rated as private passenger automobiles that are registered with the Department of Transportation, subject to the conditions hereinafter stated, and
- C. to make automobile physical damage coverage available to the following types of individually owned vehicles as defined in [Rule 20](#), which are registered with the Department of Transportation, subject to the conditions hereinafter stated:
 - 1. Private passenger
 - 2. Recreational trailers and camper bodies
 - 3. Motor homes
 - 4. Antique autos
- D. In accordance with HRS §431:10C-407 of the Hawaii Motor Vehicle Insurance Law, to make available, at no cost to the insured, basic motor vehicle policy coverage to all licensed drivers, or unlicensed permanently disabled individuals unable to operate their motor vehicles, who are receiving public assistance benefits consisting of medical services or direct cash payments through the Department of Human Services (DHS), or benefits from the Supplemental Security Income program under the Social Security Administration.

Sec. 18. ELIGIBILITY

The HJUP will provide auto policies for the following class of persons, autos, and uses:

Autos owned by licensed drivers, defined as follows:

- A. The applicant or any person who resides in the same household as the applicant and customarily operates the auto or any other person who regularly and frequently operates the auto to be insured, who
 - 1. within the 36 months prior to the date of the application has had his or her driver's license under suspension or revocation, or
 - 2. within the 36 months prior to the date of the application has been convicted of operating an auto without auto insurance, or
 - 3. within the 18 months prior to the date of the application has been convicted of or forfeited bail for two or more moving traffic violations, or
 - 4. within the 36 months prior to the date of the application has been convicted of any felony involving an auto.
- B. The applicant or any operator of an auto in the same household who customarily operates the auto or any other operator who customarily operates the auto has

been involved during the 36-month period prior to the date of the application in

- 1. two or more accidents involving bodily injury or death if there is one auto in the household or an average of more than one such accident for all autos in the household, provided that a loss payment has been made or a loss reserve has been established for such accidents, or
- 2. two or more accidents involving damage to any property, including his or her own, of \$1,000 or more if there is one auto in the household, or an average of more than one such accident for all autos in the household, provided that loss payments or reserves under the comprehensive physical damage coverage will not be counted, or
- 3. a combination of two or more such accidents of the type specified in paragraphs B.1 or B.2 above.

Accidents under paragraphs B.1, B.2, or B.3 will not be counted unless it can be clearly demonstrated that the applicant or other operator referred to therein was at fault. Accidents occurring under the following circumstances would tend to demonstrate that such applicant or operator was not at fault:

- a. Which occurred while the auto owned or operated by the applicant or other person who usually drives the applicant's auto was lawfully parked
- b. If the auto was struck by a hit-and-run driver, if such accident was reported to the proper authority within 24 hours
- c. The applicant or other person who usually drives the applicant's auto obtained a judgment against, or a settlement from or on behalf of, the owner or operator of another auto involved in such accident, if the judgment or settlement was obtained prior to the date of application or, in case of renewal, prior to the effective date of the renewal policy, and provided no judgment was obtained against, nor any amount paid in settlement by or on behalf of, the applicant or other person who usually drives the applicant's auto, as a result of such accident
- d. If neither the applicant nor other person who usually drives the applicant's auto was convicted of a moving traffic violation, and the owner or operator of another auto involved was so convicted
- e. If payment results under personal injury protection or additional personal injury protection and applicant or other operator residing in the same household is not at fault
- f. Accidents involving damage by contact with animals or fowl
- g. Accidents involving physical damage, limited to and caused by flying gravel, missiles, or falling objects
- h. Accidents incurred by an operator demonstrated to be a named insured or principal operator of an auto insured under a separate policy

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- i. If the auto was struck in the rear by another auto and the applicant or operator has not been convicted of a moving violation in connection with the accident
- C. Licensed drivers, or unlicensed permanently disabled individuals unable to operate their autos, who are receiving public assistance benefits consisting of direct cash payments through the Department of Human Services or benefits from the Supplemental Security Income Program under the Social Security Administration.
 1. The state Department of Human Services will provide a certificate of eligibility for HJUP coverage to eligible drivers/owners who desire basic auto policy coverage under HJUP, in accordance with Haw. Admin. Rules (HAR) §16-23-73. The driver will submit the certificate by mail to the servicing entity for an auto policy. The certificate will be accepted by the servicing entity in accordance with section 16-23-73 and treated as if it were payment in full for the requested auto coverages. The servicing entity will promptly notify the Director of Human Services of public assistance recipients which it insures.
 2. An applicant will first exhaust all paid coverage under any auto policy then in force before becoming eligible for HJUP coverage.
 3. Upon termination of public assistance benefits, the Department of Human Services will
 - a. notify the recipient upon termination of public assistance benefits and instruct the recipient that the recipient must immediately notify the servicing entity of the termination of benefits and obtain timely insurance for the recipient's auto;
 - b. give written notice to the recipient that the recipient's HJUP basic auto policy will terminate 30 days from the date of termination of public assistance benefits. This notice of cancellation will be considered as proper notification under the provisions of HRS §431:10C-111 and §431:10C-112 providing the recipient with 30 days' notice of cancellation; and
 - c. notify the servicing entity of the termination of public assistance benefits and the date the termination was effective.
- D. All other autos, not classified under paragraphs A, B, and C owned by licensed drivers who are unable to obtain auto policies and optional insurance through ordinary means will be rated as HRS §431:10C-407(b)(1)(E), Eligible Insureds only.

Sec. 19. REELIGIBILITY

Applicants eligible for coverage through the HJUP in accordance with [Section 18](#) are subject to the following reeligibility provisions:

A. New Application

An applicant denied insurance under [Section 18](#) or cancelled under [Section 26.B](#) may reapply to the HJUP as soon as the cause of ineligibility is removed.

1. Applicants cancelled under [Section 26.B.1.a](#) for not being in good faith shall not be eligible to re-apply to the HJUP for 12 months after the effective date of cancellation.
2. Applicants cancelled under [Section 26.B.1.e](#) may reapply to the HJUP at any time providing no earned premium is owed the previous company.
3. If an applicant cancelled under [Section 26.B.1.e](#) re-applies, provided such applicant is otherwise eligible, the application shall be accompanied by the deposit prescribed in [Section 22](#).
4. Such application shall be considered a new application and coverage shall be determined in accordance with the provisions of [Section 23](#).

B. Renewals

Any insured who fails to pay the renewal premium quoted by the servicing entity in accordance with the provisions of [Section 28.A.2](#), may reapply to the HJUP at any time.

1. If an applicant reapplies, provided the applicant is otherwise eligible, the application shall be accompanied by the deposit prescribed in [Section 22](#).
2. Such application shall be considered a new application and coverage shall be determined in accordance with the provisions of [Section 23](#).

Sec. 20. CERTIFIED PUBLIC ASSISTANCE INSUREDS (CPAI)

HRS §431:10C-407 specifically directs that the HJUP make available, at no cost to the insured, basic motor vehicle policy coverage to all licensed drivers, or unlicensed permanently disabled individuals unable to operate their motor vehicles, who are receiving public assistance benefits consisting of medical services or direct cash payments through the Department of Human Services, or benefits from the Supplemental Security Income Program under the Social Security Administration.

However, drivers meeting these requirements must first exhaust all paid coverage under any other motor vehicle insurance policy prior to becoming eligible for HJUP coverage.

Such coverage shall be limited to one vehicle per public assistance unit unless additional vehicles are approved by the Department of Human Services.

A. CPAI Application to the HJUP

1. At the time of HJUP application, the public assistance recipient will present to the servicing entity a certificate provided by the Department of Human Services that certifies the applicant meets the eligibility requirements.
2. The certificate is to be accepted by the servicing entity and treated as if it is payment in full for the requested motor vehicle insurance coverage.

Copies of the following documents must accompany the CPAI application to the HJUP:

- Driver's license
- Vehicle registration

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If the CPAI application is not accompanied by the supporting documentation noted above, the servicing entity will return the application to the insured.

Certified public assistance insureds shall be subject to the composite rate set forth in the HJUP Private Passenger Automobile Manual regardless of the classification or use of the vehicle. The servicing entity must develop the information necessary to validate eligibility of the applicant. It should be noted that **only** basic motor vehicle insurance policy coverages are to be provided for public assistance insureds. Excess limits and physical damage coverages cannot be part of these policies, but may be requested for issuance by the applicant as normally paid for policies secured through voluntary channels **or** through the HJUP provided that the applicant qualifies for the HJUP for reasons other than being on public assistance.

The servicing entity will receive such certificates and treat them in the same quality manner as any other HJUP business. Servicing entity actions in this regard are to

1. review the certificate to ascertain that the certificate was originated by the Department of Human Services and authorize a uniquely identified charge-off of the annual premium (records must be maintained supporting the charge-off review/approval action, preserving audit trails for monthly reporting of all such policies processed);
2. verify that the applicant qualifies by notifying the Department of Human Services utilizing the completed certificate, retaining a photocopy of the completed certificate as part of the policy record; and
3. certify the certificate which will function as a motor vehicle insurance policy and issue the applicant a motor vehicle insurance identification card. Do not include a bill.

Upon receipt of the properly completed certificate from the servicing entity, the Department of Human Services will verify that the insured is a valid public assistance recipient. If review of Department of Human Services' records indicates that the applicant is not a public assistance recipient, the servicing entity will not be notified (policy issuance from a fraudulent certificate may be involved and prompt investigation must be undertaken by the servicing entity with notification of the situation given the HJUP Bureau).

If review of Department of Human Services' records indicate that the applicant is a public assistance recipient, the Notice of Insurance form will be filed for future use.

B. Termination of CPAI Policy

When assistance benefits terminate, the Department of Human Services will notify

1. The ex-recipient that they must immediately notify the servicing entity of termination of benefits and instruct them to obtain insurance for the vehicle through normal channels;
2. The servicing entity indicating that the benefits of the insured have been terminated and indicating the date the termination was effective.
3. Upon termination of public assistance benefits, the Department of Human Services shall give written notice to the recipient that the recipient's HJUP

basic motor vehicle policy will terminate 30 days from the date of termination of public assistance benefits.

4. At the end of the 30-day period, a termination endorsement must be processed, by the servicing entity, properly crediting the policy for the proper pro-rata unearned premium credit and the offset amount must be posted as a netting transaction (this charge-off is also to be part of the records maintained supporting each policy actions).

Note: In certain unusual cases, recertification can occur at any time during the 30-day period and the policy should continue to remain in effect should this develop.

5. Prior to the policy expiration date, if a new certificate is not received, cancellation notices must be mailed with the standard 30-day notice period showing coverage ceases at the policy expiration date. If a new certificate is received, the servicing entity will
 - a. repeat the proper charge-off procedure and certificate review as performed for new business;
 - b. certify the certificate as a motor vehicle insurance policy and send related documents. Do not include a bill;
 - c. promptly notify the Department of Human Services utilizing the properly completed certificate. Thereafter, the Department of Human Services action repeats as was done for new business.
6. Endorsements changing public assistance policies will be performed by the servicing entity with no charge to the insured.
7. An insured's request to cancel shall be treated like any other policy request, except the resulting policy credit is to be a charge-off, rather than a premium refund.
8. The servicing entity is to receive expense allowances on these policies in accordance with the schedule set forth in the HJUP Accounting and Statistical Requirements Manual.

Member insurers will receive their proportionate share of CPAI experience and a separate proportionate share of the unique CPAI charge-offs in accordance with Chapter 13 of the HJUP Accounting and Statistical Requirements Manual.

For details on statutory accounting procedures for the unique CPAI charge-offs, refer to Chapter 13 of the HJUP Accounting and Statistical Requirements Manual.

Sec. 21. EXTENT OF COVERAGE

A. Coverages and Limits

1. Residual Bodily Injury, Property Damage, and Personal Injury Protection Coverages
 - a. The servicing entity shall be required to write a policy or binder for basic limits of \$20,000/40,000 residual bodily injury and \$10,000 property damage.

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- b. An insured eligible for coverage under the HJUP may, at their option, also purchase additional coverage to be written on the same policy as the liability coverages for

- (1) liability limits in excess of the basic limits as set forth in Section 21.A.1.a only when the basic limits are written through the HJUP;
- (2) liability limits adequate to comply with the provisions of the financial responsibility law of any state in which the motor vehicle will be operated, but applicable only while the motor vehicle is being operated in that state/province;
- (3) liability limits at the following optional limits:

At the request of the applicant or insured, the following residual bodily injury liability limits shall be available:

Optional Residual BI Limits

\$50,000/100,000
\$100,000/300,000
\$300,000/300,000*
\$300,000/600,000*

*where required by law

At the request of the applicant or insured, the following property damage liability limits shall be available:

Optional PD Limits

\$15,000
\$20,000
\$30,000
\$50,000*

*where required by law

- (4) uninsured motorists coverage is afforded on a stacked basis at the limits of liability specified in the applicable rules and rates.

An insured has the option, in writing, to reject uninsured motorists coverage or stacked uninsured motorists coverage or limits equal to the residual bodily injury liability limits and select lower limits, but not less than the financial responsibility limits.

- (5) underinsured motorists coverage is afforded on a stacked basis at the standard limits of liability specified in the applicable rules and rates.

An insured has the option, in writing, to reject underinsured motorists coverage or stacked underinsured motorists coverage or limits equal to the residual bodily injury liability limits and select lower limits, but not less than the financial responsibility limits.

- (6) personal injury protection payments coverage at an aggregate limit of \$10,000 per person. For additional optional benefits, refer to [Rule 28](#) and the Private Passenger Auto Rate Chapter.

2. Physical Damage Coverage

With respect to vehicles within the definitions of the Manual of Rules and Rates for automobile physical damage coverages, the servicing entity shall be required to write comprehensive and collision coverage on an Actual Cash Value basis, subject to a deductible in the amount of \$0 (comprehensive only), \$50, \$100, \$250, \$500, \$1,000, \$1,500, or \$2,000 applicable to each loss as to each automobile.

3. Certified Public Assistance Insureds (CPAI) Residual Bodily Injury, Property Damage, and Personal Injury Protection Coverage

The servicing entity shall be required to write a motor vehicle policy or binder for basic limits of \$20,000/40,000 residual bodily injury; \$10,000 property damage; and \$10,000 personal injury protection, at no cost, to all licensed drivers receiving public assistance benefits through the Department of Human Services.

B. Standard Policy Coverage

1. Personal Auto Policy

- a. The following risks shall be provided uniform coverage, equivalent to the coverage of the Edition of the Hawaii Insurance Bureau, Inc. (HIB) Personal Auto Policy and the HIB and HJUP endorsements which have been approved by the Hawaii Insurance Division for HJUP business.

- (1) Private passenger automobiles, as defined in [Rule 20](#), which have four wheels and are owned or hired under a long-term contract by an individual or by a married couple who are residents of the same household or parties who have entered into a civil union under Hawaii law who are residents of the same household

- (2) Motor homes used for private passenger purposes which are owned or hired under a long-term contract by an individual or by a married couple who are residents of the same household or parties who have entered into a civil union under Hawaii law who are residents of the same household, and written on a specified car basis

- (3) Named nonowner risks

- (4) Recreational trailers and camper bodies

- (5) Antique autos

- b. All Personal Auto Policies may be amended by an approved HJUP Amendment of Policy Provisions Endorsement.

- c. For motor homes, referred to above, coverage shall be amended by an approved HJUP Miscellaneous Type Vehicle Endorsement.

- d. For private passenger automobiles owned or hired under a long-term contract by individuals, other than spouses, residing in the same household, nonresident relatives, or partners who have entered into a civil union recognized under Hawaii law, coverage shall be amended

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by an approved HJUP Joint Ownership Coverage Endorsement.

- e. For named nonowner risks, referred to above, coverage shall be amended by an approved HJUP Named Nonowner Coverage Endorsement.

2. Filing of Policy and Endorsement Forms

Any required filings of policy or endorsement forms shall be made on behalf of the HJUP by AIPSO.

**Sec. 22. PREMIUM DEPOSIT
REQUIREMENTS AND PAYMENT
OPTIONS**

The application for insurance under the HJUP must be submitted to the HJUP on a prescribed form accompanied by the full gross annual premium or a deposit on a gross basis as indicated below:

A. Full Annual Premium Option

The full annual premium shall be submitted with the application if the applicant chooses this option. If the premium deposit is inadequate, the outstanding balance shall be billed immediately and due within 30 calendar days of the date of the premium notice.

B. Advance Premium Payment Option

30% of the total annual premium shall accompany the application. The balance will be billed immediately and due within 30 calendar days from the date of the premium notice.

C. Installment Premium Payment Option

Note: The installment premium payment option is not available if any portion of the annual premium is financed by a premium finance company. If any portion of the annual premium is financed after the installment premium payment option is elected, the servicing entity may bill the insured immediately for the unpaid balance of the annual premium.

1. Deposit

25% of the total annual premium shall accompany the new application and be submitted as the initial payment on renewal policies. (No installment charge on the deposit premium.)

2. Installments

The first installment bill will show the current annual premium minus the deposit. Each installment bill should display the status of the account and is to be released to the insured with a copy to the producer.

Each installment will consist of one-fifth of the remainder of the premium subject to a minimum amount due of \$20 (to which any outstanding balance of less than \$20 is to be added) plus an installment charge of \$4 on each installment, due as follows:

- a. 1st installment—2 months after the effective date of the policy

- b. 2nd installment—3 months after the effective date of the policy

- c. 3rd installment—4 months after the effective date of the policy

- d. 4th installment—5 months after the effective date of the policy

- e. 5th installment—6 months after the effective date of the policy

At any point during the installment billing period, should the insured elect to pay the outstanding balance, the installment charge for the current bill would apply.

3. Additional Premium—Changes

Additional premium resulting from changes to the policy may be spread over the remaining installments, if any, or may be billed immediately as a separate transaction.

4. Return Premium—Changes

Return premium resulting from changes to the policy may be used to reduce the outstanding balance, or, if the outstanding balance is eliminated, any amount remaining will be returned immediately. If any outstanding balance remains, the number and amounts of the remaining installments will be adjusted accordingly. If the return amount is less than \$20, it may be treated as a separate transaction.

D. Deposit, Installment, or Additional Premium Payments Applicable to A, B, or C Above

All deposit, installments, and additional premium payments shall be submitted gross. Commissions will be paid in accordance with [Section 27](#).

Application to the HJUP must be made by using electronic application submission. The full annual premium or deposit must be transmitted using the electronic payment option available in accordance with approved procedures. Any fee charged for the use of electronic payment shall be borne by the HJUP.

If electronic application submission is not available for any reason or if the full annual premium or any portion of the deposit is premium financed, the application to the HJUP shall be made using the alternate application submission procedure.

When using the Alternate Application Submission Procedure, the deposit accompanying the application shall be either in the form of an insured's personal check, an agency check, a cashier's check, or a money order payable to the Hawaii Joint Underwriting Plan.

If the full annual premium or any portion of the deposit premium is financed, a finance company check submitted as premium payment shall be made payable to the Hawaii Joint Underwriting Plan.

If the risk is ineligible for coverage, the deposit shall be returned. The HJUP or the servicing entity may require a certified or cashier's check if experience on returned checks warrants such action.

For installment payments, additional premium requirements, renewal premium, and other payments made directly to the servicing entity, payments must be made by

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insured's check, certified check, bank check, check of the producer of record, finance company check, money order, or by electronic means if provided by the servicing entity.

If the deposit premium is 20% or more inadequate, the servicing entity may bill for the deficiency immediately. If there are additional premium charges during the policy period, the servicing entity may collect the additional premium as a separate amount or may add it to the remaining amount due and adjust the remaining installments accordingly. Refunds may be handled in the same manner as additional charges, i.e., credit applied to the remaining balance due or refunded immediately if the outstanding balance is eliminated.

E. Dishonored Producer Checks

Producers who have submitted dishonored checks issued by the agency or by an agent individually, on one or more occasions during a one-year period to the HJUP or servicing entity or whose electronic payments have been dishonored or returned by the bank may be required to submit future payments by certified check, bank check, or money order. This shall not negate any rights of the Hawaii Insurance Division to pursue action against a producer.

F. Premium Owed for Prior Insurance

Upon receipt of the deposit accompanying an application for insurance, the servicing entity may deduct from such deposit any unpaid balance of earned premium owed to the servicing entity by the applicant and apply such amount deducted to the unpaid balance of the deposit or installment required. If such balance is not paid within the time permitted by HJUP rules, the servicing entity shall be entitled to cancel such insurance pursuant to [Section 26.B](#).

G. Minimum Billing

Any amount due which is less than \$5 need not be billed.

Sec. 23. APPLICATION FOR INSURANCE

A. Electronic Application Submission with Electronic Payment—Original Application

1. Upon receipt of the electronically transmitted application and authorized electronic transfer of funds for the deposit specified in [Section 22](#), if the applicant is eligible, the HJUP will process the application and advise the applicant and the producer of record of the servicing entity and effective date of coverage.
2. In no event shall coverage be effective
 - a. prior to the time shown on the application;
 - b. prior to the time shown on the Evidence of Insurance section of the application;
 - c. unless the required deposit is submitted with the application.

3. Electronic Application Submission

Producers must establish the effective date of coverage and transmit the application to the HJUP electronically. Coverage will be effective only when the electronic submission is transmitted under the procedures established and authorized by the HJUP.

Prior to accessing electronic application submission, each producer must be registered with the HJUP in accordance with the procedure outlined in the Introduction, "Producers Doing Business with HJUP".

a. Immediate Coverage

- (1) The producer of record and the applicant shall certify on the application prescribed by the HJUP the date (day, month, and year) and time (hour, A.M. or P.M.) that the application was transmitted. The date of receipt of the electronic application by the HJUP shall be established by the date and time the application is electronically transmitted by the producer.
- (2) The completed application generated by electronic application submission and deposit are electronically transmitted to the HJUP in accordance with the procedures approved by the HJUP.
- (3) A copy of the completed signed application form generated by electronic application submission and required documentation are electronically transmitted to the HJUP no later than two working days following the date the application and deposit are electronically transmitted to the Plan.
- (4) The date of receipt of a fax by the HJUP shall be established by the date and time stamp of the HJUP facsimile on the application and documentation submitted.

For applications and supporting documentation that are electronically transmitted by means other than fax (including the scan/upload option), the date of receipt by the HJUP shall be established by the date and time the electronic transmission is received by the HJUP.

When the completed signed application and required documentation are not received by the HJUP within two working days of the application and deposit being electronically transmitted, the application will be assigned and the electronic payment will be transmitted to the servicing entity. The originally requested effective date will be honored, provided the applicant is otherwise eligible.

- (5) Paper copies of the signed application and supporting documentation must **not** be forwarded to the HJUP.

However, the producer must retain either the original, completed, signed application generated by electronic application submission or a copy of the completed signed application and supporting documentation.

b. Future Effective Date of Coverage

In the event a future effective date of coverage has been requested by the producer of record, coverage shall become effective as of 12:01 A.M. on the future date, provided all of the following requirements are met:

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- (1) The requested effective date of coverage shall not exceed 45 days from the date of transmittal of the application.
- (2) The producer of record and applicant certify on the application the date (day, month, and year) and time (hour, A.M. or P.M.) of the future effective date of coverage.
- (3) The producer of record and applicant certify the date and time the application was transmitted on the application generated by electronic application submission. The date of receipt of the electronic application by the HJUP shall be established by the date and time the application is electronically transmitted by the producer.
- (4) The completed application generated by electronic application submission and deposit payment are electronically transmitted to the HJUP in accordance with procedures approved by the HJUP.
- (5) A copy of the completed signed application generated by electronic application submission and required documentation are electronically transmitted to the HJUP no later than two working days following the date the application and deposit are electronically transmitted to the HJUP.

If the application and required documentation are transmitted to the HJUP by fax, the date of transmission shall be established by the date and time recorded on the Plan's fax.

When the completed signed application and required documentation are not received by the HJUP within two working days of the application and deposit being electronically transmitted, the application will be assigned and the electronic payment will be transmitted to the servicing entity. The originally requested future effective date will be honored, provided the applicant is otherwise eligible.

- (6) Paper copies of the signed application and supporting documentation must **not** be forwarded to the HJUP. However, the producer must retain either the original, completed signed application generated by electronic application submission or a copy of the completed signed application and supporting documentation in accordance with Section 23.A.3.a.(5).
4. Private Passenger Application Retraction Procedure
- a. When to Retract an Application

Following issuance of a reference number and no later than two working days following the electronic transmission, the producer of record may retract a private passenger application for the reasons stated in Section 23.A.4.b.

If a reference number must be retracted for an application transmitted using the electronic payment option, the deposit will be returned to the applicant based on the method of electronic

funds transfer used. The refund will be returned within five working days following the date of the electronic retraction by the producer.

b. Reasons for Retraction of an Application

A private passenger application may be retracted for any of the following reasons:

- (1) The applicant has notified the producer of record that coverage through the HJUP is no longer required.
- (2) The producer of record has made an error in the information provided.
- (3) The producer of record has, in error, requested more than one reference number for the same application.

c. Electronic Retraction Process

The producer of record shall access electronic application submission and use the online electronic retraction process to retract an application. The retraction must be transmitted to the HJUP no later than one working day after the application is submitted. The producer is not required to submit a copy of the retracted paper application to the HJUP.

The deposit will be returned to the producer or the applicant based on the method of electronic funds transfer used. The return of funds submitted will be made within five working days following transmittal of the retraction to the HJUP or receipt of the completed paper Electronic Application Submission Retraction Form by the HJUP.

d. HJUP Retraction of an Application

If the producer does not retract the application, the HJUP will not retract the application, but will forward the application to the servicing entity and transmit the electronic payment in accordance with Section 23.A.3.a.(1). Once the application is forwarded to the servicing entity, the producer will no longer be able to retract the reference number or void the application.

B. **Alternate Application Submission Procedure—Original Application**

Note: This procedure is only available when electronic application submission is not available for any reason or if the full annual premium or any portion of the deposit is premium financed.

Private passenger applications should be submitted to the servicing entity utilizing electronic application submission whenever possible by the procedures set forth in Section 23.A.

In the event that it is announced by AIPSO or the Hawaii Insurance Division that electronic application submission is not operative or unavailable or if the full annual premium or any portion of the deposit is premium financed, producers may utilize the following process to submit HJUP applications for insurance.

AIPSO, with the approval of the Hawaii Insurance Division, will post HJUP insurance application forms as a PDF on the appropriate website (AIPSO/HJUP or the

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Hawaii Insurance Division's website). Concurrent with that posting, alternate application submission instructions will also be posted. If a producer is not registered with the HJUP to submit applications during this time, they may access the application and bind coverage in accordance with the following:

1. The producer is licensed in the state of Hawaii;
2. The Alternate Application Report Form and the PDF application information are completed;
3. Rating is obtained by following the rating process prescribed in the HJUP Rules and Rates Manual;
4. Payment is made by the applicant and the completed application is signed by the applicant and producer; and
5. The producer agrees that either the EIN, if an agency, or SSN, if an individual, will be provided to the HJUP upon request.

The application and payment, along with the list of documents provided below, are mailed or express mailed to the HJUP no more than three business days after the completion of the above.

Copies of the following documents must accompany the application and payment:

- Driver's license(s)
- Vehicle registration(s)
- Credit Card Payment Authorization and receipt
- CLUE Report
- MVR or Court Connect Report
- Uninsured and Underinsured Motorist Coverage—Personal Auto form (AIP 9501)
- Finance agreement, if premium financed

If electronic application submission becomes available within this period of time, the producer is encouraged to submit the application electronically to the HJUP as described in Section 23.A.

C. Financial Responsibility (SR-22) Certificates

If the risk is eligible for coverage under the HJUP and the individual, married couple, or parties who have entered into a civil union under Hawaii law require a Financial Responsibility Certificate (SR-22), the servicing entity will issue the certificate and file with the proper authority. Such certificate shall become effective as of the effective date of coverage.

D. Applicant Refusal to Accept Policy

If the applicant refuses to accept the policy for any reason, the return premium shall be calculated at .90 of the pro rata unearned premium for the period of coverage or the minimum policy premium as contained in the Manual of Rules and Rates, whichever is greater, and return the balance to the applicant.

E. Additional Vehicles or Coverages

1. In the event additional coverages as described in [Section 21](#) are desired during the policy period or coverage for an additional or replacement vehicle is desired, a completed approved Policy Change Request form shall be submitted directly to the servicing entity no later than the first working day after completion.

2. Premium requirements for additional vehicles or coverages include the following:

- a. The Policy Change Request form shall be accompanied by a check or money order payable to the servicing entity for an amount equal to 30% of the annual premium or pro rata premium for the remainder of the policy period, whichever is less.
- b. The balance of the additional premium shall be payable in accordance with the provisions of [Section 22](#).
- c. All premium payments for additional vehicles or coverages shall be submitted on a gross basis.

3. Except as otherwise provided in the policy contract, coverage will be effective at the date and hour specified in the Policy Change Request form provided all of the following requirements are met:

- a. The producer of record and applicant certify the date and hour of completion of the Policy Change Request form.
- b. The producer of record forwards the completed Policy Change Request form to the servicing entity in accordance with Section 23.E.5.
- c. The United States Postal Service postmark date on the transmittal envelope complies with the mailing requirement shown in Section 23.E.5.

4. If the provisions of Sections 23.E.3.b and c above are not met, the effective date of coverage shall be determined as follows:

- a. The coverage shall be made effective at 12:01 A.M. on the day following the date the Policy Change Request form is mailed to the servicing entity as shown by the postmark if the transmittal envelope bears a legible postmark affixed by the United States Postal Service.
- b. If the transmittal envelope does not bear a legible postmark affixed by the United States Postal Service, or if the envelope is stamped by a postage meter, electronic stamp, or other postage service or stamp, coverage shall be made effective at 12:01 A.M. on the day the Policy Change Request form is received by the servicing entity.
- c. If the Policy Change Request form is delivered to the servicing entity by any means other than the United States Postal Service (including delivery by means of overnight mail, courier, or other delivery service), coverage shall be made effective at 12:01 A.M. on the day following receipt by the servicing entity.

In no event shall any change in coverage be effective prior to the date and hour of completion of the Policy Change Request form except as provided for by the provisions of the policy contract.

5. The Policy Change Request form shall be forwarded to the servicing entity no later than the first working day after the Policy Change Form is completed.
6. If such coverages are not available with the servicing entity, a new application for such coverages shall

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be submitted to the HJUP and shall become effective in accordance with Section 23.A.

7. The producer of record shall maintain appropriate records for all risks for which they have designated the date and hour of coverage and agrees to permit inspection or photocopying of such office records by the HJUP or by a servicing entity representative. This inspection or photocopying will be limited to situations where the date or hour of coverage is in question due to the occurrence of an accident or claim arising under the Policy Change Request form completed in accordance with this Section.

F. Reduction or Elimination of Coverage

In the event a reduction or elimination of coverage is desired during the policy period, a completed approved Policy Change Request form must be signed by the applicant or insured and submitted to the servicing entity.

G. Incomplete Applications

For an application to be considered complete, the application and the deposit must be forwarded to the HJUP along with copies of the following documents:

- Driver's license(s)
- Vehicle registration(s)
- Credit Card Payment Authorization and receipt
- CLUE Report
- MVR or Court Connect Report
- Uninsured and Underinsured Motorist Coverage—Personal Auto form (AIP 9501)
- Finance agreement, if premium financed

Upon receipt of the electronically transmitted application, electronic funds, the required supporting documentation, and if the requirements outlined in [Sections 22](#) and [23](#) are reasonably complied with, the application shall be processed by the HJUP. If any of the above described required documentation is not provided, the application will be processed for assignment with notification to the servicing entity about any missing required documentation.

If at any time the servicing entity receives an incomplete application, it shall be the responsibility of the servicing entity to communicate clearly to the insured and producer of record in what respect an application is incomplete and requires correction.

The servicing entity shall give at least 15 calendar days to the insured and to the producer of record to remedy any defects in the application, and no part of the deposit premium shall be returned to the insured or to the producer of record except upon proper cancellation in accordance with the provisions of [Section 26](#), as applicable.

Sec. 24. RESERVED FOR FUTURE USE

Sec. 25. MIDTERM PRODUCER CHANGE

A private passenger applicant or insured may designate a new producer at any time who shall become the producer of record subject to the following.

The new producer must be registered with the HJUP to submit applications electronically and be licensed to transact automobile insurance in the state.

If an insured wants to change producer during a policy period, the Private Passenger Authorization to Change Producer of Record form must include the new producer's tax identification number (and certification number, if applicable). All future compensation transactions related to return and additional premium shall be the responsibility of the new producer. The change of producer shall become effective as of the effective date stated on the form only if the form is sent within three working days by certified mail or received by the servicing entity prior to the effective date stated on the form. Otherwise, the change of producer shall become effective as of the date the form is received by the servicing entity.

A. Individual Producer Changes

The Private Passenger Authorization to Change Producer of Record form shall be used to change the producer of record. This form shall be photocopied, properly completed, and submitted to the servicing entity in accordance with the requirements listed above. Otherwise, the change of producer of record shall become effective as of the date the form is received by the servicing entity. All future compensation transactions related to return premium and additional premium shall be the responsibility of the new producer as of the effective date of the change. The servicing entity shall notify the prior producer that a change of producer of record has been made.

B. Producer Changes Regarding Agency Acquisitions, Transfers, or Mergers

A Private Passenger Notice of Agency Acquisition/Transfer/Merger form shall be used to change the producer of record when an agency assumes control of another's book of business. To confirm identity, the producer's signature must either be notarized or a copy of the purchase/sales agreement (price masked) must accompany each form submitted. This form shall be photocopied, properly completed, and submitted to the HJUP and the servicing entity issuing and servicing the HJUP personal auto policy in accordance with the requirements listed above. Otherwise, the change of producer of record shall become effective as of the date the form is received by the servicing entity. All future compensation transactions related to return premium and additional premium shall be the responsibility of the new producer as of the effective date of the change. In addition, it shall be the responsibility of the new producer to notify each insured affected by the transaction.

Sec. 26. CANCELLATIONS

- A.** If a policy is cancelled either by the servicing entity or by the insured, compute the return premium on a pro rata basis subject to the minimum policy premium prescribed in [Rule 5](#), whichever is greater.

B. Cancellation by Servicing entity

1. The servicing entity which has issued a policy or binder under the HJUP shall have the right to cancel the insurance by giving notice as required in the policy or binder if the insured

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- a. is not or ceases to be eligible or in good faith entitled to insurance, or
 - b. has failed to comply with reasonable safety requirements, or
 - c. has violated any of the terms or conditions upon the basis of which the insurance was issued, or
 - d. has obtained the insurance through fraud or misrepresentation, or
 - e. has failed to pay any premiums due under the policy, or
 - f. has failed to remedy defects in the application as outlined in [Section 23.G](#), or
 - g. cannot be located by the servicing entity for purposes of its underwriting review, or has failed to respond to at least two written requests for pertinent underwriting information which would have a direct bearing on the rating of a policy, or
 - h. becomes eligible for commercial midterm because of limits in excess of the maximum limits available under the HJUP (See [Section 21.](#))
2. A copy of each such cancellation notice shall be furnished to the producer of record. A statement of facts in support of each such cancellation shall be furnished to the producer of record and to the insured 20 days prior to the effective date of cancellation for nonpayment of premium, and 30 days prior to the effective date of cancellation for all other reasons.

Cancellation shall be effective on the date specified and coverage shall cease on such date.

At the option of the servicing entity, the nonpayment cancellation date may be the equity date.

No coverage will be effective if the insured's premium remittance which accompanies the application is justifiably dishonored by the financial institution.

If the servicing entity issues a cancellation notice for nonpayment of premium to the insured and the insured's remittance received by the servicing entity subsequent to the issuance of such cancellation notice is justifiably dishonored by the financial institution, the HJUP policy will terminate on the date and time shown on the cancellation notice issued for nonpayment of premium.

Nothing herein shall be deemed to affect the servicing entity's right to rescind a policy for fraud, misrepresentation, or if the insured's premium remittance which accompanies the application is justifiably dishonored by the financial institution, or to invoke other remedies provided by law.

C. Minimum Refund

For policies other than CPAI policies, any unearned premium amounts under \$5 will be refunded only upon the insured's request.

Sec. 27. COMMISSIONS

Applicable to New and Renewal Business

- A. Unless other arrangements have been made with the Commissioner, commission under the HJUP shall be as follows:

10% of the policy premium for commission to a licensed producer designated by the insured.
- B. Commission may be paid by the company either (1) on the full annual premium, or 2) on the basis of premium received by the company.
- C. A producer accounting system may be utilized by a company in its payment of producer commission.
- D. Commission will not be paid on installment charges.
- E. On any risk rated and domiciled outside of this state, the licensed producer may be paid only that portion of the producer's commission specified above which is permissible under the laws of the state in which the risk is rated and domiciled.
- F. In the event of cancellation, a policy change, or a termination resulting in a reduction of premium, commission will be payable on the earned premium received by the servicing entity.
- G. Final commission adjustment will be in accordance with this Section.
- H. In the event that a producer fails to include their TIN with an application, and that information is not available in the servicing entity's records, the producer's commission is to be withheld in its entirety until the applicable TIN is provided to the servicing entity. Under these circumstances, the producer is to be notified promptly that this procedure is being implemented and that payment of the affected commission will be accomplished under the next commission payment cycle following the receipt of this information.
- I. No commission will be paid for CPAI business.

**Sec. 28. PERFORMANCE STANDARDS FOR
SERVICING ENTITIES WRITING
HAWAII JOINT UNDERWRITING
PLAN (HJUP) PRIVATE
PASSENGER NONFLEET RISKS**

A. Servicing Entity Performance Standards

The performance standards listed below set forth the specific time during which companies must perform in accordance with the rules of this HJUP.

1. Issuance of Original Policy

Upon receipt of the application and the premium or deposit from the HJUP, the servicing entity shall

- a. within 15 calendar days, issue a policy if all information necessary for the servicing entity to fix the proper rate is contained in the application form, such policy is to become effective in accordance with the provisions of [Section 23](#), or
- b. within 15 calendar days, issue a policy if all information necessary for the servicing entity to

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fix the proper rate is not contained in the application form or if the HJUP Manual does not contain rates applicable to an applicant. In the event the HJUP Manual does not contain applicable rates, the servicing entity must request that AIPSO make the necessary rate filing with the Commissioner. Upon receipt of information necessary for the servicing entity to fix the proper rate or notification of approval of the rate filing, the servicing entity shall issue a policy to become effective in accordance with the provisions of [Section 23](#).

Unless the servicing entity finds the applicant ineligible for insurance under the rules of the HJUP, the servicing entity will notify the insured and the producer of record of the collection procedure to be followed. The servicing entity will be guided by the following:

- Full Annual Premium Option
See [Section 22.A](#).
- Advance Premium Payment Option
See [Section 22.B](#).
- Installment Premium Payment Option
See [Section 22.C](#).

The day the Notice of Designation and premium or deposit are received from the HJUP shall be deemed the first working day, regardless of the time of such receipt. No Saturday, Sunday, or legal holiday in the place of receipt, shall be deemed a working day.

The producer of record shall be notified as to the disposition of the policy in accordance with Section 28.A.1.

2. Renewal Policies or Certificates

At least 30 calendar days prior to the inception date of renewals, the servicing entity shall notify the insured that

- a. a renewal will be issued provided the premium set by such servicing entity is received on or before the inception date, or
- b. if the renewal is to be written on the installment premium payment option, such renewal will be written provided the deposit premium stipulated by the servicing entity is received on or before the inception of such renewal, or
- c. a renewal will not be issued for the reason that the insured is not entitled to insurance under the HJUP.

Renewal premium quotations will be made in accordance with present HJUP rules. A copy of such notice shall be sent to the producer of record.

The renewal offer of HJUP policies is to be prepared and mailed or electronically transmitted by the servicing entity at least 30 days in advance of the renewal effective date. The payment notification that is part of the renewal offer package is to have the renewal effective date as the payment due date.

If a renewal would be issued and the individual or a married couple who are residents of the same household or parties who have entered into a civil union under Hawaii law who are residents of the same household requires a Financial Responsibility Certificate (SR-22), the servicing entity will issue such certificate within two working days of receipt of the required deposit for renewal provided that all information necessary for the filing has been furnished.

3. Endorsements

Any endorsement requested of the servicing entity shall be issued and mailed within 30 days.

If the insured, married couple, or parties who have entered into a civil union under Hawaii law require a Financial Responsibility Certificate (SR-22) mid-term, the servicing entity will issue such certificate within two working days of receipt of the request provided that all premiums are paid to date and provided that all information necessary for the filing has been furnished.

4. Return Premiums

Within 30 days of receipt of a request for either cancellation or an endorsement resulting in return premium, the servicing entity must mail the return premium check.

5. Commissions

Commissions shall be paid no less frequently than monthly and shall be paid within 15 days after the close of the month in which the commission was credited to the producer's account. The servicing entity must issue a statement and, if applicable, the proper commission check unless the producer fails to provide their proper tax identification number.

Commissions are not paid in connection with coverage provided to CPAI insureds.

6. Claim Handling

- a. The servicing entity shall provide policyholders and producers with information on how and where to report claims.
- b. The servicing entity is responsible for handling all claims properly and promptly in accordance with the terms of the contracts of insurance subject to the limits of coverage provided. Claim adjustment practices and procedures of the servicing entity shall correspond with those followed for voluntary business. Where unfair claim practices, regulations, or legislation exist, companies must comply with such regulations or legislation.
- c. The servicing entity must have the ability to service claims in every state, the District of Columbia, and Canada.
- d. Contact (First- and Third-Party Claimants)

Upon receipt (by mail or facsimile) of notification of a claim containing sufficient information to identify the insured, claimant, and policy number, the servicing entity must acknowledge receipt of such notice within the applicable state's regulations, including unfair claim practices

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laws and regulations. If the state has not established time guidelines, the servicing entity must acknowledge receipt of such notice to first-party claimants within 2 working days and third-party claimants within 15 working days and have the date of the acknowledgement documented in the servicing entity's claim file.

The servicing entity will provide first-party claimants with the necessary forms and instructions to permit compliance with all policy conditions.

e. Appraisal

Within the applicable state regulations, including unfair claims practices laws and regulations, an appraisal must be completed for the purpose of determining the cost of repair. If the state has not established time guidelines, an appraisal, or documented attempts, must be completed within 10 working days from the date of receipt of a specific claim, including damages and location of vehicle, by the servicing entity. If a second inspection is required, the servicing entity will document attempts for scheduling a second appraisal within two working days of notice for the need of the second appraisal.

f. Coverage

The servicing entity must verify that the proper coverage was in effect at the time of loss which covers the damages claimed by the first- or third-party claimant.

g. Investigation

The servicing entity must begin an investigation of any claim within 15 working days of receipt of notification of the claim.

The servicing entity must substantially complete an investigation of each claim within 30 working days after notification of a claim.

If, after 30 working days from notification of the claim, the completed investigation is insufficient to properly adjust the claim or the parties cannot agree to settlement, the servicing entity must notify the policyholder, claimant, or authorized representative in accordance with the state's applicable regulations, including unfair claim practices laws and regulations, until the claim is settled or until both parties agree updates are no longer needed. If a state has not established any guidelines on this topic, the servicing entity will advise the claimant within 30 working days from receipt of proof of loss or settlement material, what outstanding information is required to adjust the claim. The servicing entity will continue to provide this update every 45 working days or until both parties agree updates are no longer needed.

h. Reserving

Reserving practices must comply with the requirements outlined in the Claims Handling Manual.

i. Documentation/File Reporting

A file for each claim must be compiled by the servicing entity's claims staff, and should address coverage, liability, damage investigation, reserves, subrogation potential, and recommendations for future handling.

As claim handling continues, the file should be updated to address reserve adequacy, strategies, HJUPs for future handling, and resolution.

j. Payment

All first-party physical damage claims shall be paid within the applicable state regulations, including unfair claim practices laws and regulations.

All payments not defined within state regulations, including unfair claim practices laws and regulations, will be paid within 30 days after receipt of proof of loss, agreed appraisal amount, or written settlement agreement (unless the servicing entity has not completed the investigation necessary to make a decision or the parties cannot agree on settlement). Receipt of these documents does not waive the servicing entity's right to conduct an investigation prior to settlement and/or offer a reasonable settlement based upon the facts.

k. Final notice of close-out settlements will be furnished to producers within 30 days of the closing date.

l. Expenses

All reported loss adjustment expenses must comply with the eligibility requirements outlined in the HJUP Accounting and Statistical Requirements Manual.

m. Violations of claim handling performance standards may be referred to Commissioner for such action as is deemed necessary.

7. Surcharges

At the time of the initial application of a surcharge based on a driving record obtained from a state motor vehicle record, the servicing entity will furnish to the insured a listing of the accidents/convictions which determined the surcharge.

B. Procedures for Compliance with the Performance Standards for the Servicing Entity

The HJUP shall maintain a record of infractions of performance standards.

1. A copy of the complaint mailed to the servicing entity is to be sent by the producer to the HJUP. Such complaint is to be based upon noncompliance with servicing entity performance standards.
2. The HJUP may issue a servicing entity complaint for noncompliance with servicing entity performance standards.
3. The servicing entity response shall be reviewed by the HJUP. If the complaint is determined to be invalid, the HJUP shall so record it.

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4. In the absence of an acknowledgement from the servicing entity stating resolution of the complaint within 20 days, a follow-up letter will be sent to the servicing entity giving 10 days to respond.
5. If after 10 days the servicing entity does not respond, the HJUP will contact an executive of the servicing entity and notify the producer.
6. If after an executive of the servicing entity is contacted and the matter is not resolved, the files will be turned over to the Hawaii Division of Insurance for further action and the producer will be advised of such action.

Sec. 29. PERFORMANCE STANDARDS FOR PRODUCERS WRITING HJUP PRIVATE PASSENGER NONFLEET RISKS

By registering and submitting business to the HJUP, a producer agrees to abide by the terms and conditions of the Hawaii statutes and administrative code, these Principles of Operation, and the Manual of Rules and Rates. It is understood that failure to abide by the procedures contained in these documents might result in a claim against a registered or unregistered producer's E&O coverage or against the individual producer by the HJUP or others involved in adjudication of any resulting claim.

A. Original Applications

1. Private passenger applications must be electronically transmitted to the HJUP no later than two working days in accordance with [Section 23](#).

2. The full annual premium or deposit must be electronically transmitted gross with the application in accordance with [Section 22](#).
3. Applications shall be fully completed and must include
 - a. necessary information to rate and write the policy, prepare a bill, and make any required financial responsibility filings; and
 - b. name, address, and tax identification number of the producer.
4. The producer and applicant shall certify on the application the date (day, month, and year) and time (hour, A.M. or P.M.) that the application was completed.

In no event shall be the application effective date be earlier than the date and time of transmission to the HJUP.

B. Return Commission

Return commission shall be paid within 45 days from the date of notice to the producer.

C. Policy Change Request

Producers must use the prescribed Policy Change Request form or the one provided by the servicing entity when submitting a policy change request. the policy change request form shall be completed and submitted to the servicing entity.

Secs. 30–32. RESERVED FOR FUTURE USE

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Secs. 33–45. RESERVED FOR FUTURE USE

HAWAII JOINT UNDERWRITING PLAN MANUAL

The rules, classifications, territories, rates, and additional charges applicable to automobile risks insured in accordance with the provisions of the Hawaii Joint Underwriting Plan are contained herein.

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GENERAL RULES CHAPTER

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GENERAL RULES CHAPTER**Rule 1. PREMIUM DEVELOPMENT**

- A. Determine the applicable premium from the Premium Development Rule in the appropriate chapter of this Manual.
- B. Determine the appropriate chapter of the Manual in accordance with the following:
- C. All personal auto exposures are rated under the Private Passenger Chapter of the Manual.

EXCEPTIONS:

- 1. Private passenger autos that are part of a fleet are rated under the Commercial Auto Chapters.
- 2. Private passenger autos that are owned by other than natural persons are rated under the Commercial Auto Chapters.
- 3. Pickups and vans not used for business purposes that meet either of the following criteria are rated under the Commercial Auto Chapters:
 - a. The auto is owned by other than natural persons.
 - b. The auto has a gross vehicle weight over 10,000 pounds.

- D. All other exposures are rated under the Commercial Auto Chapters of the Manual.

EXCEPTIONS:

- 1. Business use private passenger autos owned by natural persons are rated under the Private Passenger Chapter.
- 2. All named nonowner policies are rated under the Private Passenger Chapter.

- E. If the rating procedure for an exposure is not provided in the Manual, refer to Rule 2.

Rule 2. CLASSIFICATION OF RISKS NOT SPECIFICALLY INCLUDED IN THIS MANUAL

The Hawaii Joint Underwriting Plan is to provide auto insurance coverage to eligible risks who are unable to obtain such coverage through the voluntary market. If rules and rates for eligible autos are not specifically included in this Manual or if the hazard of an applicant or insured is determined to be greater than that contemplated by the rate normally applicable, upon assignment, the assigned company/servicing carrier will forward a request for an individual risk submission filing to AIPSO for rules and rates by completing an Individual Risk Submission application with a copy to the Plan Office. AIPSO will make an individual risk submission with the Insurance Department.

Rule 3. CERTIFIED RISKS—FINANCIAL RESPONSIBILITY LAWS

- A. The additional premium will be computed by applying the applicable surcharge in paragraph B to the premium

for the highest rated auto owned by the insured, modified in accordance with any applicable rating plan.

- B. The residual bodily injury and property damage liability and personal injury protection total policy premium for a risk on which a certificate of insurance is filed to comply with the requirements of an auto financial responsibility law will be increased by the following factor:

- 1. 1.50 if the certificate is required for a conviction listed below:
 - a. Driving an auto while intoxicated
 - b. Failing to stop and report when involved in an accident
 - c. Homicide or assault arising out of the operation of an auto
- 2. 1.25 if the certificate is required for a conviction listed below:
 - a. Driving an auto at an excessive rate of speed where an injury to person or damage to property actually results therefrom
 - b. Driving an auto in a reckless manner where an injury to person or damage to property actually results therefrom
- 3. 1.05 if the certificate is required for any other cause whatsoever

- C. These surcharges are to be applied for the period of time a certificate is required but in no event for a period in excess of three years following conviction.

Rule 4. WHOLE DOLLAR PREMIUM

The premium for each exposure will be rounded to the nearest whole dollar, separately for each coverage provided by the policy unless noted otherwise. A premium involving \$.50 or over will be rounded to the higher whole dollar. This procedure applies to all interim premium adjustments, including endorsements or cancellations at the request of the insured. In the case of cancellation by the insurer, the return premium will be carried to the next higher whole dollar.

Note: The phrase "each exposure" means each premium developed (after the application of all appropriate adjustments) for (1) each auto, if written on a per auto basis, and (2) for all other auto business.

Rule 5. MINIMUM POLICY PREMIUM

- A. The minimum policy premium charge is \$50 per policy.
- B. The minimum policy premium applies regardless of the term of the policy and is not subject to modification under any rating plan or other Manual rule provisions.
- C. In the event of cancellation or the issuance of a short term policy, pro rata of such annual minimum premium will be charged as the conditions require.

Rule 6. POLICY PERIOD

No policy may be written for a period longer than 12 months.

GENERAL RULES

The premium to be charged for policy terms not exceeding 12 months will be as follows:

- A. **12 Month Policies**—Charge the annual rates or minimum premiums, whichever apply.
- B. **Short Term Policies**—If a policy is issued for a period of less than 12 months, it will be written pro rata and the premium for the policy will be computed in accordance with the Pro Rata Table in the Cancellations Rule (Rule 8). Short term policies may be issued
 - 1. when a policy is issued on a short term basis to replace an outstanding policy of a company in liquidation, provided the new policy is based upon the rules and rates in effect at the time replacement is made and will be in effect for a period equal to the unexpired term of the outstanding policy.
 - 2. when a statutory policy is required by the state or municipality to expire on a fixed date and the policy is written to expire on such date.

Rule 7. CHANGES

- A. All changes requiring premium adjustments will be computed pro rata.
- B. If an auto or a form of coverage that was cancelled from a policy at the request of the insured is reinstated within 30 days, the premium will be the same as the amount that was returned at the time of cancellation.
- C. **Adjustments of \$5 or Less**
 - 1. If an outstanding policy is amended and results in a premium adjustment of \$5 or less, the amount
 - a. may be waived, or
 - b. may be subject to a minimum of \$5.
 except that the actual return premium will be returned at the request of the insured.
 - 2. Minimum premium of \$5 applies if an insured requests the following during the policy period:
 - a. Additional coverage
 - b. An increase in limits of liability
 - c. A reduced deductible
 - 3. Companies need not refund a return premium of less than \$5 if the insured requests the following:
 - a. cancellation of coverage,
 - b. reduction in limits of liability,
 - c. increase in deductible.
 except that the actual return premium will be returned at the request of the insured.
 - 4. If the limits of liability are increased because of a change in the limits prescribed under any financial responsibility law, the additional premium charge will be the actual difference in premium charges. If \$5 or less, it may be charged or waived.

D. Endorsements

Midterm changes adding or replacing an auto will be made as follows:

- 1. Endorsements adding an auto to the policy will be made using the rules and rates in effect at the time the change is made.
- 2. Endorsements Replacing One Auto with Another
 - a. For residual bodily injury, property damage liability, and personal injury protection coverages, use the rules and rates in effect for the auto being replaced.
 - b. For physical damage coverages, use the rates in effect at the time the change is made.

E. Classification Changes for Private Passenger Risks

Compute premium adjustments on a pro rata basis when changes in primary and secondary rating classifications are made. This includes the addition or deletion of an operator during the policy term.

EXCEPTIONS:

- 1. A policy will not be changed midterm to effect a change in the driving record subclassifications.
- 2. A policy will not be changed midterm solely due to a change in symbol assignment based on a review of loss experience.

Rule 8. CANCELLATIONS

The following provisions apply when a policy, auto, or form of coverage is cancelled:

- A. If a policy is cancelled either by the company or by the insured, compute return premium pro rata.
- B. If cancellation of the policy results in a return premium of less than \$5, no refund need be made except at the request of the insured, in which case the actual return premium will be allowed.
- C. **Instructions for Use of Pro Rata Table**
 - 1. Express the date of cancellation by year and decimal part of a year by combining the calendar year with decimal appearing opposite the month and day in the Pro Rata Table.
e.g., June 15, 2014 is designated as 2014.455.
 - 2. In like manner, express the effective date of the policy by year and decimal part of a year.
 - 3. Subtract the numerical designation for the effective date from the numerical designation for the cancellation date, 1 minus 2. The difference represents the percentage of the annual premium to be retained by the company.

Example:

Cancellation Date, June 15, 2014	2014.455
Effective Date, March 2, 2014	<u>2014.167</u>
	.288

Earned premium in the above example will be .288 times the annual premium.

Note: The Pro Rata Table is shown on the next page.

PRO RATA TABLE

January			February			March			April			May			June		
Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio
1	1	0.003	1	32	0.088	1	60	0.164	1	91	0.249	1	121	0.332	1	152	0.416
2	2	0.005	2	33	0.090	2	61	0.167	2	92	0.252	2	122	0.334	2	153	0.419
3	3	0.008	3	34	0.093	3	62	0.170	3	93	0.255	3	123	0.337	3	154	0.422
4	4	0.011	4	35	0.096	4	63	0.173	4	94	0.258	4	124	0.340	4	155	0.425
5	5	0.014	5	36	0.099	5	64	0.175	5	95	0.260	5	125	0.342	5	156	0.427
6	6	0.016	6	37	0.101	6	65	0.178	6	96	0.263	6	126	0.345	6	157	0.430
7	7	0.019	7	38	0.104	7	66	0.181	7	97	0.266	7	127	0.348	7	158	0.433
8	8	0.022	8	39	0.107	8	67	0.184	8	98	0.268	8	128	0.351	8	159	0.436
9	9	0.025	9	40	0.110	9	68	0.186	9	99	0.271	9	129	0.353	9	160	0.438
10	10	0.027	10	41	0.112	10	69	0.189	10	100	0.274	10	130	0.356	10	161	0.441
11	11	0.030	11	42	0.115	11	70	0.192	11	101	0.277	11	131	0.359	11	162	0.444
12	12	0.033	12	43	0.118	12	71	0.195	12	102	0.279	12	132	0.362	12	163	0.447
13	13	0.036	13	44	0.121	13	72	0.197	13	103	0.282	13	133	0.364	13	164	0.449
14	14	0.038	14	45	0.123	14	73	0.200	14	104	0.285	14	134	0.367	14	165	0.452
15	15	0.041	15	46	0.126	15	74	0.203	15	105	0.288	15	135	0.370	15	166	0.455
16	16	0.044	16	47	0.129	16	75	0.205	16	106	0.290	16	136	0.373	16	167	0.458
17	17	0.047	17	48	0.132	17	76	0.208	17	107	0.293	17	137	0.375	17	168	0.460
18	18	0.049	18	49	0.134	18	77	0.211	18	108	0.296	18	138	0.378	18	169	0.463
19	19	0.052	19	50	0.137	19	78	0.214	19	109	0.299	19	139	0.381	19	170	0.466
20	20	0.055	20	51	0.140	20	79	0.216	20	110	0.301	20	140	0.384	20	171	0.468
21	21	0.058	21	52	0.142	21	80	0.219	21	111	0.304	21	141	0.386	21	172	0.471
22	22	0.060	22	53	0.145	22	81	0.222	22	112	0.307	22	142	0.389	22	173	0.474
23	23	0.063	23	54	0.148	23	82	0.225	23	113	0.310	23	143	0.392	23	174	0.477
24	24	0.066	24	55	0.151	24	83	0.227	24	114	0.312	24	144	0.395	24	175	0.479
25	25	0.068	25	56	0.153	25	84	0.230	25	115	0.315	25	145	0.397	25	176	0.482
26	26	0.071	26	57	0.156	26	85	0.233	26	116	0.318	26	146	0.400	26	177	0.485
27	27	0.074	27	58	0.159	27	86	0.236	27	117	0.321	27	147	0.403	27	178	0.488
28	28	0.077	28	59	0.162	28	87	0.238	28	118	0.323	28	148	0.405	28	179	0.490
29	29	0.079				29	88	0.241	29	119	0.326	29	149	0.408	29	180	0.493
30	30	0.082				30	89	0.244	30	120	0.329	30	150	0.411	30	181	0.496
31	31	0.085				31	90	0.247				31	151	0.414			
July			August			September			October			November			December		
Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio	Day of Month	Day of Year	Ratio
1	182	0.499	1	213	0.584	1	244	0.668	1	274	0.751	1	305	0.836	1	335	0.918
2	183	0.501	2	214	0.586	2	245	0.671	2	275	0.753	2	306	0.838	2	336	0.921
3	184	0.504	3	215	0.589	3	246	0.674	3	276	0.756	3	307	0.841	3	337	0.923
4	185	0.507	4	216	0.592	4	247	0.677	4	277	0.759	4	308	0.844	4	338	0.926
5	186	0.510	5	217	0.595	5	248	0.679	5	278	0.762	5	309	0.847	5	339	0.929
6	187	0.512	6	218	0.597	6	249	0.682	6	279	0.764	6	310	0.849	6	340	0.932
7	188	0.515	7	219	0.600	7	250	0.685	7	280	0.767	7	311	0.852	7	341	0.934
8	189	0.518	8	220	0.603	8	251	0.688	8	281	0.770	8	312	0.855	8	342	0.937
9	190	0.521	9	221	0.605	9	252	0.690	9	282	0.773	9	313	0.858	9	343	0.940
10	191	0.523	10	222	0.608	10	253	0.693	10	283	0.775	10	314	0.860	10	344	0.942
11	192	0.526	11	223	0.611	11	254	0.696	11	284	0.778	11	315	0.863	11	345	0.945
12	193	0.529	12	224	0.614	12	255	0.699	12	285	0.781	12	316	0.866	12	346	0.948
13	194	0.532	13	225	0.616	13	256	0.701	13	286	0.784	13	317	0.868	13	347	0.951
14	195	0.534	14	226	0.619	14	257	0.704	14	287	0.786	14	318	0.871	14	348	0.953
15	196	0.537	15	227	0.622	15	258	0.707	15	288	0.789	15	319	0.874	15	349	0.956
16	197	0.540	16	228	0.625	16	259	0.710	16	289	0.792	16	320	0.877	16	350	0.959
17	198	0.542	17	229	0.627	17	260	0.712	17	290	0.795	17	321	0.879	17	351	0.962
18	199	0.545	18	230	0.630	18	261	0.715	18	291	0.797	18	322	0.882	18	352	0.964
19	200	0.548	19	231	0.633	19	262	0.718	19	292	0.800	19	323	0.885	19	353	0.967
20	201	0.551	20	232	0.636	20	263	0.721	20	293	0.803	20	324	0.888	20	354	0.970
21	202	0.553	21	233	0.638	21	264	0.723	21	294	0.805	21	325	0.890	21	355	0.973
22	203	0.556	22	234	0.641	22	265	0.726	22	295	0.808	22	326	0.893	22	356	0.975
23	204	0.559	23	235	0.644	23	266	0.729	23	296	0.811	23	327	0.896	23	357	0.978
24	205	0.562	24	236	0.647	24	267	0.732	24	297	0.814	24	328	0.899	24	358	0.981
25	206	0.564	25	237	0.649	25	268	0.734	25	298	0.816	25	329	0.901	25	359	0.984
26	207	0.567	26	238	0.652	26	269	0.737	26	299	0.819	26	330	0.904	26	360	0.986
27	208	0.570	27	239	0.655	27	270	0.740	27	300	0.822	27	331	0.907	27	361	0.989
28	209	0.573	28	240	0.658	28	271	0.742	28	301	0.825	28	332	0.910	28	362	0.992
29	210	0.575	29	241	0.660	29	272	0.745	29	302	0.827	29	333	0.912	29	363	0.995
30	211	0.578	30	242	0.663	30	273	0.748	30	303	0.830	30	334	0.915	30	364	0.997
31	212	0.581	31	243	0.666				31	304	0.833				31	365	1.000

Note: The indicated Pro Rata Table is also used for leap years as it is not customary to charge for the extra day (Feb. 29) which occurs once every four years.

GENERAL RULES**Rules 9–18. RESERVED FOR FUTURE USE****Rule 19. TERRITORIES**

This Rule contains the definitions of the territories into which the state is divided and show for each territory the number of the rate schedule that is to be used.

	Territorial Schedule and Code
HAWAII COUNTY (Island of Hawaii).....	05
HONOLULU COUNTY (Island of Oahu).....	01
KAUAI COUNTY (includes islands of Kauai and Niihau).....	04
MAUI COUNTY (includes islands of Lanai, Maui, and Molokai).....	03

Note: Refer to an atlas or map for places not listed.

HAWAII JOINT UNDERWRITING PLAN MANUAL
PRIVATE PASSENGER CHAPTER

NOTES

PRIVATE PASSENGER CHAPTER

Rule 20. DEFINITIONS**A. Private Passenger Auto**

1. A private passenger auto is a nonfleet auto of the private passenger, station wagon, or jeep type that meets all of the following requirements:
 - a. owned or leased for a continuous period of one year or more by
 - (1) an individual, or
 - (2) a married couple who are residents of the same household, or
 - (3) parties who have entered into a civil union under Hawaii law who are residents of the same household.
 - b. not used as a public or livery conveyance for passengers
 - c. not rented to others without a driver.

This term excludes motorcycles, motorized bicycles, powercycles, motorized scooters, golfmobiles, snowmobiles, and other similar two-wheeled motorized autos.
2. A pickup or a van with a gross vehicle weight of 10,000 pounds or less owned or leased for a continuous period of one year or more will be considered a private passenger auto, if all of the following requirements are met:
 - a. owned by
 - (1) an individual, or
 - (2) a married couple who are residents of the same household, or
 - (3) parties who have entered into a civil union under Hawaii law who are residents of the same household.
 - b. not used for delivery or transportation of goods and materials, unless such use is incidental to the insured's occupation as a craftsman, farmer, installer, or repairer of furnishings or equipment.
3. A pickup or van used in the business of the United States Government, by an employee of the Government, will be considered a private passenger auto only if
 - a. it meets the conditions in paragraphs 2.a and 2.b above; and
 - b. coverage is limited in accordance with the federal employees using autos in government business endorsement.
4. An auto owned by a farm family copartnership, or farm family corporation, will be considered a private passenger auto owned by two or more relatives who are residents of the same household if the auto
 - a. is principally garaged on a farm or ranch, and
 - b. otherwise meets the definition in paragraphs A.1 and A.2 above.

5. Classify as fleet the autos of any risk that has five or more self-propelled autos of any type that are under one ownership.
6. This term includes the autos mentioned above that are used for both private passenger purposes and for ride-sharing and/or vehicle-sharing activities. However, the ride-sharing and vehicle-sharing activities will be excluded.

B. Named Nonowner

Individuals who do not own an auto.

C. Recreational Trailers

A movable structure equipped as mobile living quarters (with or without bathroom facilities), identified by the manufacturer as a travel or camper trailer, constructed on a chassis with a wheeled running gear, not self-propelled and designed to be towable by a private passenger auto as defined above provided the owner maintains a separate and permanent residence other than the recreational trailer.

D. Camper Bodies

A portable camper body equipped as mobile living quarters and used for private passenger purposes.

E. Motor Homes

1. A factory designed motor home is a self-propelled auto, including van type trucks, originally equipped as living quarters with permanent installation of any two of the following facilities: cooking, dining, plumbing, or refrigeration.
2. A converted motor home is a self-propelled auto, including buses and van type trucks, not originally equipped as living quarters.

F. Antique Autos

An antique auto is an auto of the private passenger type that is 25 or more years old that is maintained solely for use in exhibitions, club activities, parades, and other functions of public interest, and occasionally used for other noncommercial purposes.

Note: For other private passenger type autos not referred to above, refer to the Private Passenger Types Chapter of this Manual (Refer to [Rules 81–90](#)).

Rule 21. ★RESERVED FOR FUTURE USE❖**Rule 22. PERSONAL AUTO POLICY ELIGIBILITY**

- A. "Resident relative" as used in this Rule may include reciprocal beneficiary as the term is defined in Act 383, SLH 1997 residing in the same household as the named insured, whether or not temporarily residing elsewhere.
- B. A Personal Auto Policy will be used to afford coverage to private passenger autos and autos considered as private passenger autos in [Rule 20](#) if
 1. they are written on a specified auto basis, and
 2. they are owned by an individual resident relative, by a married couple who are residents in the same

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household, or by parties who have entered into a civil union under Hawaii law who are residents of the same household.

- C. A Personal Auto Policy will be used to afford coverage to private passenger autos that are owned jointly by two or more
 - 1. relatives other than a married couple or other than parties who have entered into a civil union under Hawaii law; or
 - 2. resident individuals;
 if (1) they are written on a specified auto basis, and (2) coverage is limited in accordance with the Miscellaneous Type Vehicle Endorsement.
- D. A Personal Auto Policy will be used to afford coverage to miscellaneous type autos subject to Chapter 431:10C, HRS, but not including motorcycles and motor scooters, if
 - 1. they are written on a specified auto basis,
 - 2. they are owned by an individual, by a married couple who are residents of the same household, by parties who have entered into a civil union under Hawaii law who are residents of the same household, or by two or more resident relatives, and
 - 3. coverage is limited in accordance with the miscellaneous type vehicle endorsement.
- E. A Personal Auto Policy will be used to afford coverage to a named individual who does not own an auto. The named nonowner coverage endorsement must be attached.
- F. Every auto required to be registered in Hawaii and rated in accordance with this Manual will be afforded the following minimum mandatory coverages: residual bodily injury liability, property damage liability, and personal injury protection. Except as provided by 431:10C-407(b)(3), HRS, uninsured motorists and underinsured motorists coverages will also be afforded unless rejected in writing. Refer to the personal injury protection and optional benefits coverages rule ([Rule 28](#)) for personal injury protection coverage and uninsured motorists and underinsured motorists coverage rule ([Rule 27](#)) for uninsured and underinsured motorists coverage requirements.

Rule 23. PREMIUM DEVELOPMENT**A. Private Passenger Autos**

- 1. Determine the rating territory to be used ([Rule 19](#)). For private passenger autos, the territory in which the auto is principally garaged is the applicable territory, except in the case of autos used by salesmen or solicitors or others with similar duties requiring the operation of an auto in more than one rating territory. Such autos will be assigned to the territory determined by the place of principal garaging, if there is such a place; otherwise, the residential address of the operator will be used as a basis for determining the rating territory. If the residential address of the operator cannot be determined, the business address of the operator will be used.

Note: When a risk is statutorily required to have, or is eligible for, a coverage that is not available in the territory of principal garaging, use the registration address to determine the territory for that coverage.

B. Residual Bodily Injury and Property Damage Liability and Personal Injury Protection Coverages

- 1. Determine the applicable classification ([Rule 24](#)). If the insured falls within two or more classifications, the highest rate classification will apply.
- 2. Determine the class [factor](#)/primary factor from the Class Factors/Primary Rating Factor Table from the Private Passenger Auto Rate Chapter.
- 3. For a private passenger auto not eligible for the safe driver insurance plan ([Rule 26](#)), add 0.20 to the class factor/primary factor otherwise applicable.
- 4. If additional charges for accidents and convictions ([Rule 26](#)) apply, determine the secondary factor.
- 5. Add the secondary factor to the class factor/primary factor to determine the combined rating factor.
- 6. Residual Bodily Injury and Property Damage Liability Coverage
 - a. Refer to the [rate schedules](#) of this Manual for the base rates for the classification and territory determined in paragraph A.1 above.
 - b. Multiply the rates determined above by the combined rating factor determined in paragraph B.5 above.
 - c. If increased limits ([Rule 25](#)) apply, multiply the rates determined above by the appropriate factor. Increased limit factors are applicable to minimum coverage premiums, but not the minimum policy premium.
 - d. If a certified risk—financial responsibility filing ([Rule 3](#)) is required, the rates determined above are increased by the appropriate factor.
- 7. Uninsured and Underinsured Motorists Coverages
Refer to [Rule 27](#) for development of premium.
- 8. Personal Injury Protection Coverage
 - a. Refer to the rate schedules of this Manual for the base [rates](#) for the classification and territory determined in paragraph A.1 above.
 - b. Multiply the rates determined above by the combined rating factor determined in paragraph B.5 above.
 - c. If a certified risk—financial responsibility filing ([Rule 3](#)) is required, the rates determined above are increased by the appropriate factor.
 - d. If different deductibles ([Rule 29.C](#)) apply, subtract the dollar credit from the developed premium.

C. Physical Damage Coverage

- 1. Determine the appropriate model year [factor](#) from the Private Passenger Auto Rate Chapter as follows:

- a. The model year of the auto is the year assigned by the auto manufacturer.
- b. Rebuilt or Structurally Altered Autos—The model year of the chassis determines the model year of the auto.

Note: If the factor for a model year is not displayed in the Private Passenger Auto Rate Chapter, use the rates shown for the latest model year.

2. Determine the appropriate symbol [factor](#) from the Private Passenger Auto Rate Chapter as follows:

Refer to ISO's Symbol and Identification (S&I) Manual to determine the rating symbol.

If no rating symbol is shown in the S&I Manual, use the following procedure:

- a. If the S&I Manual displays a rating symbol for the prior model year version of the same auto, use that rating symbol.

Refer to the Transition Rule in the S&I Manual for 2011 model year autos.

- b. If the S&I Manual does NOT display a rating symbol for the prior model year version of the same auto, assign a symbol based on the Original Cost New of the auto, using the Price/Symbol Chart located in the reference pages of the S&I Manual.

3. Multiply the model year [factor](#) by the symbol [factor](#) determined above and round to two decimal places.
4. Determine the base [rates](#) from the Private Passenger Auto Rate Chapter based on the territory determined in paragraph A.1 above.
5. Multiply the base rates by the factor developed in paragraph 3 and round to the nearest whole dollar.
6. Determine the class [factor](#)/primary factor from the Class Factors/Primary Rating Factor Table from the Private Passenger Auto Rate Chapter.
7. For a private passenger auto not eligible for the safe driver insurance plan ([Rule 26](#)), add 0.20 to the [class factor](#)/primary factor otherwise applicable.
8. If additional charges for accidents and convictions ([Rule 26](#)) apply, determine the secondary factor.
9. Add the secondary factor to the [class factor](#)/primary factor to determine the combined rating factor.
10. Multiply the combined rating factor by the rates developed in paragraph 5 and round to the nearest whole dollar.
11. If different deductibles ([Rule 29](#)) apply, multiply the rates determined above by the appropriate factor.

D. Named Nonowner Coverage—Residual Bodily Injury and Property Damage Liability Coverage Only

Refer to [Rule 30](#).

Rule 24. PRIVATE PASSENGER AUTO CLASSIFICATIONS

- A. Private passenger autos owned or leased for a continuous period of one year or more will be classified as shown in this chart except that

IF MORE THAN ONE CLASSIFICATION IS APPLICABLE, THE CLASS DEVELOPING THE HIGHER PREMIUM SHOULD BE USED		
Description of Use of Auto		
Other than Business Use		
Pleasure Use	Driven To or From Work or School	Business Use
1A	1B	3

Refer to paragraph C of this Rule for the definitions of terms used in this Rule.

- B. For residual bodily injury and property damage liability coverage only, an auto used in the business of the United States Government by one of its employees will be classified and rated as pleasure use or to and from work when the Federal Employees Using Autos in Government Business endorsement is used to limit coverage.

- C. The terms used in the classification descriptions in this Rule mean the following:

1. "Business use" means that the use of the auto is required by or customarily involved in the duties of the applicant or any other person customarily operating the auto, in his or her occupation, profession, or business, other than in going to or from his or her principal place of occupation, profession, or business.
2. "Driven to or from work or school" means that the auto is customarily used in the course of driving to or from work or school. The auto has no business use.
 - a. The term "customarily" includes the use of autos in a car-pool or other share-the-ride arrangements.
 - b. An auto driven part way to or from work or school, such as to a railroad or bus depot, will be considered in the course of driving to or from work or school whether or not the auto is parked at the depot during the day.
 - c. An auto that is used for driving to or from work or school, more than two days per week or more than two weeks in any five week period.
3. "Farm auto" means an auto principally garaged on a farm or ranch that is not customarily used in going to or from work other than farming or ranching and is not used in any occupation other than farming or ranching.

"Farm auto" will be classified as pleasure use.

For farm family copartnerships or farm family corporations, an owned private passenger auto principally garaged on a farm or ranch will be classified and rated as pleasure use provided the auto is

- a. not experience rated,
- b. not used in any occupation other than farming or ranching,

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- c. used only in driving to or from work.
- 4. "Pleasure use" means
 - a. no business use,
 - b. personal use including driving to or from work or school not more than two days per week or not more than two weeks in any five week periods.
- 5. "Resident in the same household" includes an individual absent from the household while attending a school, however, it does not include an individual in active military service with the armed forces of the United States of America unless such individual customarily operates the auto.

- b. not rated as part of a fleet; and
- c. not used in any occupation other than farming or ranching.

Exception: For a private passenger auto not eligible for the plan, add 0.20 to the class factor/primary factor otherwise applicable.

B. Determination of Penalty Points

1. New Business
 - a. Initial information necessary to assign penalty points will be obtained from an application signed personally by the applicant.
 - b. The signature of the applicant on all applications received from an agent, broker, or solicitor must be certified by the agent, broker, or solicitor.

2. Renewal Business

Information necessary to assign penalty points will be determined from any one or combination of the following:

- a. company's own records; or
- b. motor vehicle records; or
- c. an application signed by the applicant and producer.

C. Experience Period

The experience period is the three years immediately preceding the date of application for assignment, and in the case of renewal, the three years immediately preceding the effective date of the renewal policy.

D. Assign penalty points for the following:

1. Each accident involving the applicant, named insured, or any other person who usually operates the auto(s)
2. Each conviction involving the applicant, named insured, or any other person who usually operates the auto(s)

E. Apply additional charges accumulated during the experience period to the premium for

1. residual bodily injury and property damage liability coverage;
2. personal injury protection coverage;
3. comprehensive and collision coverages.

NOTES:

1. "Usually operates" and "usually drives" include a driver who is contemplated, planned, or expected.
2. Convictions include bail forfeiture, penal summons, bench warrants outstanding for failure to appear, or a determination by a juvenile court authority, formally or informally, that an offense has been committed.

Rule 25. INCREASED LIMITS

The increased limits tables below show the factors to be applied to the \$20,000/40,000 residual bodily injury and \$10,000 property damage rates shown in this Manual to determine the premium for other limits.

A. Split Limits**Table 1**

RBI Limits	Private Passenger	Named Nonowner	All Other Risks
50/100	1.42	1.68	1.68
100/300	1.66	2.20	2.20
300/300*	1.83	3.00	3.00
300/600*	1.86	3.03	3.03

Table 1A

PD Limits	Private Passenger	Named Nonowner	All Other Risks
\$15,000	1.01	1.05	1.06
20,000	1.02	1.07	1.10
30,000	1.04	1.09	1.14
50,000*	1.08	1.11	1.17

*where required by law

- B. For factors for limits required by law that are not shown, refer to [Rule 2](#).

Rule 26. SAFE DRIVER INSURANCE PLAN (SDIP)

SDIP is to be applied to all eligible autos.

A. Eligibility

An auto is eligible for rating under this plan if it is

1. owned by an individual or owned jointly by two or more relatives or resident individuals,
2. furnished to an individual by a corporation, partnership, or unincorporated association owning less than five autos and not used for business purposes,
3. owned by a family partnership or family corporation, provided the auto is
 - a. garaged on a farm or ranch; and

F. Penalty Points Assignable for Accidents and Convictions**1. Accidents**

Assign two penalty points for each auto accident resulting in

- a. bodily injury or death; or
- b. damage to any property including his or her own in excess of \$1,000.

EXCEPTIONS: Do not assign points for the following accidents:

1. For which penalty points are assigned under paragraphs F.2.a through F.2.f. of this Rule
2. Which occurred while the auto owned or operated by the applicant or other person who usually drives the applicant's auto was lawfully parked
3. If the auto was struck by a hit-and-run driver, if such accident was reported to the proper authority within 24 hours
4. The applicant or other person who usually drives the applicant's auto obtained a judgment against, or a settlement from or on behalf of, the owner or operator of another auto involved in such accident, if the judgment or settlement was obtained prior to the date of application or, in case of renewal, prior to the effective date of the renewal policy, and provided no judgment was obtained against, nor any amount paid in settlement by or on behalf of, the applicant or other person who usually drives the applicant's auto, as a result of such accident
5. If neither the applicant nor other person who usually drives the applicant's auto was convicted of a moving traffic violation, and the owner or operator of another auto involved was so convicted
6. If payment results under personal injury protection or additional personal injury protection and applicant or other operator residing in the same household is not at fault
7. Accidents involving damage by contact with animals or fowl
8. Accidents involving physical damage, limited to and caused by flying gravel, missiles, or falling objects
9. Accidents incurred by an operator demonstrated to be a named insured or principal operator of an auto insured under a separate policy
10. If the auto was struck in the rear by another auto and the applicant or operator has not been convicted of a moving violation in connection with the accident

2. Convictions

Assign penalty points for the following convictions:

Violation	Penalty Points for Each Conviction
a. Driving an auto while under the influence of intoxicating liquor or narcotic drugs where injury to person or damage to property results therefrom	8
b. Revocation of privilege to drive an auto upon refusal to submit to test where injury to person or damage to property results therefrom	8
c. Failing to stop and report when involved in an accident	8
d. Homicide or assault arising out of the operation of an auto	8
e. Driving an auto at an excessive rate of speed where injury to person or damage to property results therefrom	6
f. Driving an auto in a reckless manner where injury to person or damage to property results therefrom	6
g. Driving an auto while under the influence of intoxicating liquor or narcotic drugs where injury to person or damage to property does not result therefrom	6
h. Revocation of privilege to drive auto upon refusal to submit to test where injury to person or damage to property does not result therefrom	6
i. Operating an auto during period of revocation or suspension of registration or license, not including points assignable for any accident that may result	5
j. Operating an auto without state or owner's authority, not including points assignable for any accident that may result	5
k. Loaning operator's license to an unlicensed operator	5

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Violation	Penalty Points for Each Conviction	
l. The making of false statements in the application for license or registration	5	
m. Impersonating an applicant for license or registration, or procuring a license or registration through impersonation whether for himself, herself, or another	5	
n. Driving an auto in a reckless manner where injury to person or damage to property does not result therefrom	4	
o. Permitting an unlicensed person to drive	4	
	Penalty Points for First Conviction	Penalty Points for Each Subsequent Conviction
p. Driving an auto at an excessive rate of speed where injury to person or damage to property does not result therefrom	3	4
q. Operating an auto without auto Insurance	3	4
r. Any moving traffic violation other than those set forth above, unless the conviction resulted from an accident for which points are assignable, in which case assign only the points for the accident	1	2

EXCEPTIONS: Do not assign points for the following violations:

- Any motor vehicle equipment requirement of the motor vehicle and traffic laws, except brakes
- Failure to display proper number plates provided such plates are in existence
- Failure to have in possession operator's or chauffeur's license provided there is one in existence

G. Refund of Surcharged Premium

If a penalty point has been assigned and it is later determined that the accident or conviction falls under one of

the exceptions in this Rule, the increased portion of the premium generated by the accident or conviction will be refunded.

H. Multiauto Risk

Points applicable to risks of two, three, or four autos will be applied first to the auto with the highest total base premium and any points in excess of seven will be applied to the next auto with the highest rated total base premium or autos in succession.

Total base premium is the sum of the base premium for residual bodily injury and property damage liability, basic personal injury protection, comprehensive, and collision coverages that apply to the auto.

I. Penalty Point Values

Number of Penalty Points	Secondary Rating Factor
1	.05
2	.10
3	.15
4	.50
5	.75
6	1.00
7 or more	1.50

Add the secondary rating factor to the class [factor](#)/ primary rating factor from the Private Passenger Auto Rate Chapter.

Rule 27. UNINSURED AND UNDERINSURED MOTORISTS COVERAGES**A. Uninsured Motorists Coverage****1. Owners**

This form of auto insurance will be afforded, on a stacked basis, at limits equal to the residual bodily injury liability limits on the policy, under every auto liability policy issued or delivered to the owner of an auto registered or principally garaged in Hawaii.

EXCEPTIONS:

- The named insured may reject in writing
 - uninsured motorists coverage in its entirety, or
 - stacked uninsured motorists coverage and select nonstacked coverage, or
 - limits equal to the residual bodily injury liability limits and select lower limits, but not less than the financial responsibility limits.
- The written agreement to reject this coverage or select lower limits will only be required when the policy is first applied for or issued. The written agreement need not be required on any subsequent renewal or replacement policy.

The option to reject stacked uninsured motorists coverage will be offered in writing to the named insured. If stacked coverage is not desired, the named insured must reject this option in writing.

- a. If the named insured does not reject stacked uninsured motorists coverage in writing, stacked coverage must apply to all autos insured under the policy.
- b. If the named insured rejects the stacked uninsured motorists coverage option in writing, non-stacked coverage must apply to all autos insured under the policy.

The insurer will notify the named insured of this option only when the policy is first applied for or issued. No further offer is required on any subsequent renewal or replacement policy.

2. Rates

Refer to [rate schedules](#) of this Manual for \$20,000/40,000 uninsured motorists coverage. Increased limits will be afforded by applying the increased limit factor for residual bodily injury liability to the base rate for uninsured motorists coverage.

3. Nonowners

If a named nonowner policy is extended to afford uninsured motorists coverage, the rate for such extension of coverage will be the applicable uninsured motorists [rate](#) shown on the rate schedules for owners.

B. Underinsured Motorists Coverage

1. Owners

This form of auto insurance will be afforded, on a stacked basis, at limits equal to the residual bodily injury liability limits on the policy, under every auto liability policy issued or delivered to the owner of an auto registered or principally garaged in Hawaii.

EXCEPTIONS:

- a. The named insured may reject in writing
 - (1) underinsured motorists coverage in its entirety, or
 - (2) stacked underinsured motorists coverage and select nonstacked coverage, or
 - (3) limits equal to the residual bodily injury liability limits and select lower limits, but not less than the financial responsibility limits.
- b. The written agreement to reject this coverage or select lower limits will only be required when the policy is first applied for or issued. The written agreement need not be required on any subsequent renewal or replacement policy.

The option to reject stacked underinsured motorists coverage will be offered in writing to the named insured. If stacked coverage is not desired, the named insured must reject this option in writing.

- a. If the named insured does not reject stacked underinsured motorists coverage in writing, stacked coverage must apply to all autos insured under the policy.
- b. If the named insured rejects the stacked underinsured motorists coverage option in writing, nonstacked coverage must apply to all autos insured under the policy.

The insurer will notify the named insured of this option only when the policy is first applied for or issued. No further offer is required on any subsequent renewal or replacement policy.

2. Rates

Refer to [rate schedules](#) of this Manual for \$20,000/40,000 underinsured motorists coverage. Increased limits will be afforded by applying the increased limit factor for residual bodily injury liability to the base rate for underinsured motorists coverage.

3. Nonowners

If a named nonowner policy is extended to afford underinsured motorists coverage, the rate for such extension of coverage will be the applicable underinsured motorists [rate](#) shown on the rate schedules for owners.

- C. The premium is not be subject to modification under the provisions of any rating plan or other Manual rules.

Rule 28. PERSONAL INJURY PROTECTION AND OPTIONAL BENEFITS COVERAGES

A. Personal Injury Protection Coverage

1. Every auto required to be registered in Hawaii and rated in accordance with this Manual will be afforded basic personal injury protection coverage as prescribed in the Hawaii Motor Vehicle Insurance Law.
2. Basic personal injury protection means \$10,000 per person as defined in Section 431:103.5 of the Hawaii Motor Vehicle Insurance Law.
3. Personal injury protection coverage is not required nor available for motorcycles and motor scooters.
4. Refer to paragraph B for personal injury protection coverage options.
5. Refer to the Deductible Insurance Rule ([Rule 29](#)) for deductibles.

B. Optional Benefits Coverage

Every insurer issuing an auto insurance policy to a named insured will make available to such named insured the following optional benefits additional coverage with every new and renewal policy:

1. Wage loss benefits applicable to the named insured and family members. For wage loss benefits at a monthly limit of \$500 and subject to a per accident limit of \$3,000, refer to [rate schedules](#) for the annual rate per auto.

For monthly limits higher than \$500, multiply the \$500/3,000 wage loss benefits rate by the appropriate factor shown below.

Monthly Limit	Factor
\$1,000/6,000	1.96
1,500/9,000	2.84
2,000/12,000	3.63

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2. Death Benefits: For death benefits at a limit of \$25,000, refer to [rate schedules](#).

For death benefits at higher limits, multiply the \$25,000 limit rate by the appropriate factor shown below:

Limit	Factor
\$ 50,000	2.00
75,000	3.00
100,000	4.00

3. Funeral Expenses. For funeral expenses benefits at a limit of \$2,000, refer to [rate schedules](#).
4. Alternative expenses for naturopathic, acupuncture, and nonmedical remedial care, and treatment rendered in accordance with the teachings, faith, or belief of any group which relies upon spiritual means through prayer for healing, refer to rate [schedules](#).

Rule 29. DEDUCTIBLE INSURANCE

- A. Comprehensive coverage will be afforded, at the option of the insured, with the following factors applicable to the \$100 manual rate for comprehensive:

Deductible	Factor
\$ 0	1.508
50	1.160
100	1.000
250	0.900
500	0.775
1,000	0.581
1,500	0.481
2,000	0.419

- B. Collision coverage will be afforded, at the option of the insured, with the following factors applicable to the \$250 manual rate for collision:

Deductible	Factor
\$ 50	1.413
100	1.130
250	1.000
500	0.930
1,000	0.780
1,500	0.640
2,000	0.538

C. Personal Injury Protection Coverage

Every insurer issuing an auto insurance policy providing personal injury protection coverage to a named insured will make available to such named insured the option to purchase a medical expense benefits per accident deductible of \$100, \$300, \$500, or \$1,000, applicable to the named insured and family members. The same deductible will apply to all autos on the policy.

Multiply the basic personal injury protection premium by the appropriate factor shown below to determine the flat dollar credit. Subtract this credit from the applicable basic personal injury protection premium.

Deductible	Factor
\$ 100	0.050
300	0.100

Deductible	Factor
500	0.150
1,000	0.200

Rule 30. NAMED NONOWNER

- A. This Rule applies to natural persons who do not own an auto.
- B. A named nonowner policy may be written to provide basic residual bodily injury liability and property damage liability coverages for any applicant. A DHS certificate will not be acceptable in lieu of payment for this policy.
- C. Coverage may be afforded to a named individual, married couple or parties who have entered into a civil union under Hawaii law who are residents of the same household, and resident relatives of the named individual, subject to the following classification:

The residual bodily injury liability and property damage liability rate for named nonowner policies will be given the following classification:

N1 or N1-FR	The autos are used by, but not owned by, the named insured.
-------------	---

Classification N1-FR applies to risks required to file evidence of financial responsibility.

D. Premium Development—Residual Bodily Injury and Property Damage Liability Coverage

Apply the following factor to the applicable premiums that would apply if the named individual owned an auto for the territory in which the named individual resides.

1. Exclusion for autos furnished or available for regular use does apply
- | | |
|--|-----|
| Named Individual | .40 |
| Named Individual and Resident Relatives (including Named Individual's Spouse or Party Who Has Entered Into a Civil Union Under Hawaii Law) | .60 |
2. Exclusion for autos furnished or available for regular use does not apply
- | | |
|--|-----|
| Named Individual | .60 |
| Named Individual and Resident Relatives (including Named Individual's Spouse or Party Who Has Entered Into a Civil Union Under Hawaii Law) | .80 |

E. Premium Development—Uninsured and Underinsured Motorists Coverage

Refer to [Rule 27](#) for development of premium.

- F. Attach the Named Nonowner Coverage endorsement to the policy.

Rule 31. RECREATIONAL TRAILERS AND CAMPER BODIES**A. Recreational Trailer**

A movable structure equipped as mobile living quarters (with or without bathroom facilities), identified by the manufacturer as a travel or camper trailer, constructed

on a chassis with a wheeled running gear, not self-propelled and designed to be towable by a private passenger auto as defined above provided the owner maintains a separate and permanent residence other than the recreational trailer.

B. Camper Bodies

A portable camper body equipped as mobile living quarters.

C. Residual Bodily Injury and Property Damage Liability and Personal Injury Protection Coverages

1. A Personal Auto Policy affording residual bodily injury and property damage liability coverage and personal injury protection covers trailers designed for use with a private passenger auto, pickup, or van and camper bodies designed for use with a pickup, without additional premium charge and without specific description of the trailer or camper body.

Exceptions

Coverage is not provided for a trailer or camper body

- a. used for business purposes with other than a private passenger auto, owned pickup, or van, or
 - b. when no auto is owned by the insured.
2. Residual bodily injury liability and personal injury protection coverages are afforded without additional premium charge for farm wagons and farm implements when attached to a private passenger auto, pickup, or van.

D. Physical Damage

1. Trailers and camper bodies are to be insured as separate items with separate premiums shown for each unit. The deductible applies separately to each unit.

Note: Coverage is not provided on an agreed value basis.

2. All Trailers and Camper Bodies

To be eligible for coverage, the insured must maintain a separate and permanent residence other than the recreational trailer or camper body.

Rate in accordance with [Rule 32.D](#).

- E. Attach the Trailer/Camper Body Coverage (Maximum Limit Of Liability) Endorsement.

Rule 32. MOTOR HOMES

A. Motor Homes

A motor home is a self-propelled auto with a living area that is an integral part of the auto chassis. The living area typically consists of cooking, dining, sleeping, plumbing, and refrigeration facilities.

B. Residual Bodily Injury and Property Damage Liability and Personal Injury Protection Coverages

1. Motor Homes Used in Driving to or from Work or Used in Business

Multiply the Private Passenger Auto [rate](#) by 1.00.

2. Pleasure Use Motor Homes

Multiply the Private Passenger Auto [rate](#) by .50.

C. Uninsured and Underinsured Motorists Coverage

Refer to [Rule 27](#) for development of premium.

D. Physical Damage Coverage

1. Motor Homes Used in Driving to or from Work or Used in Business

Multiply the Private Passenger Auto [rate](#) by 1.00.

2. Pleasure Use Motor Homes

Multiply the Private Passenger Auto [rate](#) by .35.

- E. Attach the Miscellaneous Type Vehicle and the Miscellaneous Type Vehicle Amendment (Motor Homes) Endorsements to the policy.

Rule 33. ANTIQUE AUTOS

A. Antique Autos

An antique auto is an auto of the private passenger type that is 25 or more years old that is maintained solely for use in exhibitions, club activities, parades, and other functions of public interest, and occasionally used for other purposes.

B. Residual Bodily Injury and Property Damage Liability and Personal Injury Protection Coverages

Multiply the Private Passenger Auto [rate](#) by .40.

C. Uninsured and Underinsured Motorists Coverage

Refer to [Rule 27](#) for development of premium.

D. Physical Damage Coverage

1. Coverage is not provided on an agreed value basis.
Comprehensive Rate—\$.56 per \$100 of insurance.
Collision Rate—\$.49 per \$100 of insurance.
2. Refer to [Rule 29](#) for \$100 deductible comprehensive and collision factor. This is the only deductible option available. Multiply the rates determined above by the appropriate factor.

- E. Attach the Coverage For Damage To Your Auto (Maximum Limit Of Liability) Endorsement.

Rules 34–50. RESERVED FOR FUTURE USE

PRIVATE PASSENGER

PRIVATE PASSENGER LIABILITY COVERAGE RATING WORKSHEET

Coverage	Base Rate (Rate Schedules and Rule 27)	Class Factors/ Primary Rating Factor Table* (Rate Schedules)	Secondary Rating Factor (SDIP) (Rule 26)	Increased Limits Factor (Rule 25)	Certified Risk Factor (Rule 3)	PIP Deductible Credit (Rule 29.C)	Whole Dollar Premium
RBI LIAB.	X (_____)	+	_____)	X _____	X _____	NA	= _____
PD LIAB.	X (_____)	+	_____)	X _____	X _____	NA	= _____
UM	_____	NA	NA	X _____	NA	NA	= _____
UIM	_____	NA	NA	X _____	NA	NA	= _____
PIP	X (_____)	+	_____)	X NA	X _____	- _____	= _____
COMP.**							_____
COLL.**							_____
Total							= _____

* For a private passenger auto not eligible for the Safe Driver Insurance Plan ([Rule 26](#)), add 0.20 to the class factor/primary factor otherwise applicable.

** Refer to the Private Passenger Physical Damage Coverage Rating [Worksheet](#).

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**PRIVATE PASSENGER PHYSICAL DAMAGE COVERAGE
RATING WORKSHEET**

Refer to [Rule 23](#) for premium development procedures.

Multiply down each column unless indicated otherwise, and round where applicable.

	Comprehensive	Collision
Model Year Factor		
Symbol Factor		
<i>Round to two decimal places.</i>		
Base Rates		
<i>Round to the nearest whole dollar.</i>		
Class Factor /Primary Factor		
Safe Driver Insurance Plan (Rule 26)	+	+
Secondary Factor (Rule 26)	+	+
Combined Rating Factor		
<i>Round to the nearest whole dollar.</i>		
Deductible Factor (Rule 29)		
Premium (<i>Round to the nearest whole dollar.</i>)		

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CPAI* ALL TERRITORIES/ALL CLASSES

\$975

* CPAI refers to Certified Public Assistance Insureds receiving a PIP policy at no cost.

NON-CPAI PRIVATE PASSENGER AUTOS

Territory	\$20,000/40,000 RBI	\$10,000 PD	\$10,000 PIP	\$20,000/40,000 Stacked		\$20,000/40,000 Nonstacked	
				UM	UIM	UM	UIM
01	\$614	\$180	\$297	\$218	\$150	\$109	\$75
03	587	145	349	218	150	109	75
04	407	124	212	218	150	109	75
05	607	157	340	218	150	109	75

**431:10C-407(B)(1)(E) ELIGIBLE INSURED ONLY
PRIVATE PASSENGER AUTOS**

Territory	\$20,000/40,000 RBI	\$10,000 PD	\$10,000 PIP	\$20,000/40,000 Stacked		\$20,000/40,000 Nonstacked	
				UM	UIM	UM	UIM
01	\$338	\$180	\$194	\$218	\$150	\$109	\$75
03	308	145	227	218	150	109	75
04	213	124	122	218	150	109	75
05	364	157	212	218	150	109	75

OPTIONAL BENEFITS COVERAGE

Territory	\$500 Per Month Wage Loss Benefit	Alternative Providers Services with Maximum \$75 per Visit, 30 Visits**	\$25,000 Death Benefit	\$2,000 Funeral Benefit
01	\$30	\$64	\$6	\$1
03	35	75	6	1
04	21	46	6	1
05	34	73	6	1

** The charges for acupuncture treatments shall be tied to the charges, and any subsequent increases in charges, permissible under the workers' compensation supplemental medical fee schedule.

PHYSICAL DAMAGE BASE RATES

Territory	\$100 Deductible Comprehensive	\$250 Deductible Collision
01	\$231	\$827
03	94	736
04	131	717
05	108	918

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CLASS FACTORS/PRIMARY RATING FACTORS

Class	RBI	PD	PIP	Stacked		Nonstacked		Wage Loss Benefit	Alternative Providers Services	Death Benefit	Funeral Benefit
				UM	UIM	UM	UIM				
1A	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
1B	1.100	1.100	1.100	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
3	1.500	1.500	1.500	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000

CLASS FACTORS/PRIMARY RATING FACTORS

Class	Comprehensive	Collision
1A	1.000	1.000
1B	1.000	1.000
3	1.150	1.150

MODEL YEAR FACTORS

Model Year	Comprehensive	Collision
2021	1.10	1.10
2020	1.05	1.05
2019	1.00	1.00
2018	0.95	0.94
2017	0.90	0.88
2016	0.86	0.83
2015	0.81	0.76
2014	0.77	0.70
2013	0.74	0.66
2012	0.70	0.62
2011	0.66	0.58
2010	0.63	0.55
2009	0.60	0.51
1990–2008	0.57	0.48
1989 and Prior	1.00	1.00

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SYMBOL FACTORS
Model Years 2011 and Subsequent

Symbol	Comprehen- sive	Collision	Symbol	Comprehen- sive	Collision
01	0.66	0.66	41	5.49	2.64
02	0.81	0.82	42	5.64	2.69
03	1.00	1.00	43	5.77	2.72
04	1.23	1.15	44	5.91	2.75
05	1.40	1.22	45	6.04	2.78
06	1.55	1.27	46	6.19	2.82
07	1.72	1.31	47	6.36	2.87
08	1.85	1.37	48	6.53	2.90
10	2.00	1.43	49	6.70	2.94
11	2.13	1.49	50	6.85	2.99
12	2.26	1.54	51	7.02	3.03
13	2.36	1.58	52	7.19	3.06
14	2.47	1.61	53	7.34	3.10
15	2.60	1.66	54	7.60	3.16
16	2.70	1.69	55	7.91	3.24
17	2.83	1.73	56	8.26	3.33
18	2.96	1.78	57	8.60	3.42
19	3.06	1.82	58	9.13	3.57
20	3.17	1.85	59	9.83	3.75
21	3.28	1.90	60	10.55	3.93
22	3.38	1.94	61	11.30	4.15
23	3.49	1.99	62	12.06	4.42
24	3.60	2.01	63	12.85	4.67
25	3.70	2.06	64	13.64	4.94
26	3.79	2.09	65	14.40	5.19
27	3.89	2.12	66	15.57	5.58
28	4.00	2.16	67	17.15	6.10
29	4.09	2.19	68	18.70	6.63
30	4.19	2.24	69	20.26	7.15
31	4.30	2.27	70	21.83	7.66
32	4.38	2.30	71	23.40	8.18
33	4.47	2.34	72	24.98	8.70
34	4.57	2.37	73	26.55	9.22
35	4.66	2.40	74	28.13	9.75
36	4.79	2.45	75	29.70	10.27
37	4.94	2.49			
38	5.09	2.54			
39	5.21	2.57			
40	5.36	2.61	98	*	*

* For autos assigned Symbol 98, increase the Symbol 70 factor by +1.57 for comprehensive and +0.52 for collision for each \$10,000 or fraction thereof above the \$150,000 Original Cost New.

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SYMBOL FACTORS
Model Years 1990 thru 2010

Symbol	Comprehensive	Collision
1	0.75	0.85
2	1.00	1.00
3	1.21	1.09
4	1.37	1.16
5	1.54	1.22
6	1.71	1.28
7	1.87	1.35
8	2.04	1.42
10	2.23	1.49
11	2.44	1.56
12	2.68	1.64
13	2.91	1.72
14	3.18	1.82
15	3.51	1.94
16	3.82	2.05
17	4.12	2.16
18	4.41	2.27
19	4.77	2.40
20	5.19	2.53
21	5.67	2.66
22	6.27	2.82
23	6.93	2.99
24	7.90	3.23
25	9.17	3.54
26	10.43	3.85
27	*	**

* Increase the factor for Symbol 26 by 1.25 for each \$10,000 or fraction thereof above \$80,000 of Original Cost New.

** Increase the factor for Symbol 26 by .30 for each \$10,000 or fraction thereof above \$80,000 of Original Cost New.

SYMBOL FACTORS
Model Years 1989 and Prior

Symbol	Comprehensive	Collision
1	0.32	0.45
2	0.32	0.45
3	0.32	0.45
4	0.32	0.45
5	0.39	0.56
6	0.59	0.66
7	0.75	0.75
8	0.98	0.85
10	1.22	0.94
11	1.46	1.04
12	1.74	1.14
13	2.10	1.26
14	2.51	1.41
15	2.96	1.58
16	3.47	1.76
17	4.04	1.91
18	4.69	2.06
19	5.44	2.25
20	6.34	2.48
21	7.91	2.89

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Rule 51. PREMIUM DEVELOPMENT

- A. Determine the applicable base rate from the Premium Development Rule in the appropriate chapter of this Manual.
- B. Determine the appropriate chapter of the Manual in accordance with the following:

1. Trucks, tractors, and trailers are rated under the Trucks, Tractors, and Trailers Chapter.

EXCEPTIONS: 1. Pickups and vans with gross vehicle weights of 10,000 pounds or less are rated under the Private Passenger Chapter if both of the following criteria are met:

- a. The auto is owned or leased for a continuous period of one year or more by an individual, by a married couple who are residents of the same household, or by parties who have entered into a civil union under Hawaii law who are residents of the same household.
- b. The auto is not used for delivery or transportation of goods and materials, unless such use is incidental to the insured's occupation as a craftsman, farmer, installer, or repairer of furnishings or equipment.

2. All other pickups and vans not used for business purposes are rated under the Private Passenger Types Chapter.

2. Private passenger autos that are part of a fleet or owned by other than natural persons are rated under the Private Passenger Types Chapter.
3. Public transportation autos are rated under the Public Transportation Chapter.
4. Named nonowner policies are rated under the Private Passenger Chapter.
5. All other commercial autos are rated under the Special Types and Operations Chapter.

C. Residual Bodily Injury and Property Damage Liability Coverage

1. If increased limits (Rule 52) apply, multiply the rate determined above by the appropriate factor. Increased limit factors are to be applied to minimum coverage premiums, but not the minimum policy premium.
2. If additional charges for accidents and convictions (Rule 53) apply, increase the rates determined above by the appropriate factor. Additional charges

are applicable to minimum coverage premiums, but not the minimum policy premium.

3. If a certified risk—financial responsibility filing (Rule 3) is required, increase the rates determined above by the appropriate factor.

4. Refer to experience rating plan (Rule 54) for applicability.

D. Uninsured and Underinsured Motorists Coverage

Refer to Rule 55 for determination of the appropriate premium.

E. Personal Injury Protection Coverage

1. For other than public auto risks, to determine the rate for risks of the commercial auto or private passenger type covered by worker's compensation insurance, apply a factor of .60 to the otherwise applicable personal injury protection rate.

2. If different deductibles (Rule 57) apply, multiply the rates determined above by the appropriate factor.

3. If additional charges for accidents and convictions (Rule 53) apply, increase the rates determined above by the appropriate factor. Additional charges are applicable to minimum coverage premiums, but not the minimum policy premium.

4. If a certified risk—financial responsibility filing (Rule 3) is required, the rates determined above are increased by the appropriate factor.

F. Physical Damage Coverage

1. Based on the age group and Original Cost New (Rule 56) of the auto, determine the physical damage rate from the appropriate physical damage table shown on the rate schedules.

2. If different deductibles (Rule 57) apply, multiply the rate determined above by the appropriate factor.

3. If additional charges for accidents and convictions (Rule 53) apply, increase the rates determined above by the appropriate factor. Additional charges are applicable to minimum coverage premiums, but not the minimum policy premium.

Rule 52. INCREASED LIMITS

NOTE 1: For private passenger autos, refer to the Private Passenger Chapter.

NOTE 2: For factors for limits required by law that are not shown, refer to Rule 2.

- A. The increased limits table below shows the factors to be applied to the \$20,000/40,000 residual bodily injury liability and \$10,000 property damage liability rates for increased limits:

Table 1		
RBI Limits	Light and Medium Trucks	Heavy Trucks and Truck-Tractors
\$50,000/100,000	1.680	1.680
100,000/300,000	2.200	2.200
300,000/300,000*	3.000	3.000
300,000/600,000*	3.030	3.030

COMMERCIAL GENERAL RULES**Table 1**

RBI Limits	Extra Heavy Trucks and Truck-Tractors	Private Passenger Types	All Other Risks
\$50,000/100,000	1.680	1.680	1.680
100,000/300,000	2.200	2.200	2.200
300,000/300,000*	3.000	3.000	3.000
300,000/600,000*	3.030	3.030	3.030

* Where required by law or contract

Table 1A

PD Limits	Light and Medium Trucks	Heavy Trucks and Truck-Tractors
\$15,000	1.06	1.06
20,000	1.10	1.10
30,000	1.14	1.14
50,000*	1.17	1.17

PD Limits	Extra Heavy Trucks and Truck-Tractors	Private Passenger Types	All Other Risks
\$15,000	1.06	1.05	1.06
20,000	1.10	1.07	1.10
30,000	1.14	1.09	1.14
50,000*	1.17	1.11	1.17

* Where required by law or contract

- B. Minimum coverage premiums are subject to increased limit factors.

Rule 53. ADDITIONAL CHARGES

- A. This Rule applies to all risks rated in the Commercial Auto Chapters except the following

1. Leasing and rental concerns
2. Experience rated risks

B. Determination of Additional Charges**1. New Business**

- a. Initial information necessary to apply additional charges will be obtained from an application signed personally by the applicant.
- b. The signature of the applicant on all applications received from an agent, broker, or solicitor must be certified by the agent, broker, or solicitor.

2. Renewal Business

Information necessary to apply additional charges will be determined from any one or combination of the following:

- a. Company's own records
- b. Motor vehicle records
- c. An application signed by the applicant and producer

C. Experience Period

The experience period is the three years immediately preceding the date of application for assignment, and in the case of renewal, the three years immediately preceding the effective date of the renewal policy.

D. Apply additional charges for the following:

1. Each accident involving the applicant, named insured, or any other person who usually operates the auto(s)
2. Each conviction involving the applicant, named insured, or any other person who usually operates the auto(s)

E. Apply additional charges accumulated during the experience period to the premium for

1. residual bodily injury and property damage liability coverage;
2. personal injury protection coverage;
3. comprehensive and collision coverages.

NOTES:

1. "Usually operates" and "usually drives" include a driver who is contemplated, planned, or expected.
2. Convictions include bail forfeiture, penal summons, bench warrants outstanding for failure to appear, or a determination by a juvenile court authority, formally or informally, that an offense has been committed.

F. Additional Charges for Accidents and Convictions**1. Accidents****a. Public Livery Autos or Taxicabs**

Assign two penalty points for each auto accident resulting in bodily injury or death or damage to property.

b. All Others

Apply an additional charge factor of 1.35 for involvement as an operator or owner in an auto accident resulting in injury to or death of any person or damage to property.

EXCEPTIONS: Do not apply penalty points additional charges for the following accidents:

1. For limousines and taxicabs for which penalty points are assigned under paragraphs F.2.a.(1) through F.2.a.(6) of this Rule
2. The auto was lawfully parked
3. The auto was struck by a hit-and-run driver, if such accident was reported to the proper authority within 24 hours
4. The applicant or other person who usually drives the applicant's auto obtained a judgment against, or a settlement from or on behalf of, the owner or operator of another auto involved in such accident, if the judgment or settlement was obtained prior to the date of application or, in case of renewal, prior to the effective date of the renewal policy, and provided

COMMERCIAL GENERAL RULES

no judgment was obtained against, nor any amount paid in settlement by or on behalf of, the applicant or other person who usually drives the applicant's auto, as a result of such accident							Penalty Points for Each Conviction
5.	Neither the applicant nor other person who usually drives the applicant's auto was convicted of a moving traffic violation, and the owner or operator of another auto involved was so convicted			(7)	Driving an auto while under the influence of intoxicating liquor or narcotic drugs where injury to person or damage to property does not result therefrom		6
6.	Accident resulting in payment under personal injury protection or additional personal injury protection and applicant or other operator residing in the same household is not at fault			(8)	Revocation of privilege to drive auto upon refusal to submit to test where injury to person or damage to property does not result therefrom		6
7.	Accidents involving damage by contact with animals or fowl			(9)	Operating an auto during period of revocation or suspension of registration or license, not including points assignable for any accident that may result		5
8.	Accidents involving physical damage, limited to and caused by flying gravel, missiles, or falling objects			(10)	Operating an auto without state or owner's authority, not including points assignable for any accident that may result		5
9.	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			(11)	Loaning operator's license to an unlicensed operator		5
2.	Convictions			(12)	The making of false statements in the application for license or registration		5
a.	Public Livery Autos or Taxicabs			(13)	Impersonating an applicant for license or registration, or procuring a license or registration through impersonation whether for himself, herself, or another		5
		Penalty Points for Each Conviction		(14)	Driving an auto in a reckless manner where injury to person or damage to property does not result therefrom		4
(1)	Driving an auto while under the influence of intoxicating liquor or narcotic drugs where injury to person or damage to property results therefrom	8		(15)	Permitting an unlicensed person to drive		4
(2)	Revocation of privilege to drive auto upon refusal to submit to test where injury to person or damage to property results therefrom	8				Penalty Points for First Conviction	Penalty Points for Each Subsequent Conviction
(3)	Failing to stop and report when involved in an accident	8		(16)	Driving an auto at an excessive rate of speed where injury to person or damage to property does not result therefrom	3	4
(4)	Homicide or assault arising out of the operation of an auto	8		(17)	Operating an auto without insurance	3	4
(5)	Driving an auto at an excessive rate of speed where injury to person or damage to property results therefrom	6					
(6)	Driving an auto in a reckless manner where injury to person or damage to property results therefrom	6					

COMMERCIAL GENERAL RULES

	Penalty Points for First Conviction	Penalty Points for Each Subsequent Conviction
(18) Any moving traffic violation other than those set forth above, unless the conviction resulted from an accident for which points are assignable, in which case assign only the points for the accident	1	2
b. All Others		
Apply an additional charge factor of 1.35 if the applicant or anyone who usually operates the auto has been convicted of any of the following violations:		
(1) Driving an auto while under the influence of intoxicating liquor or narcotic drugs		
(2) Revocation of privilege to drive auto upon refusal to submit to test		
(3) Failing to stop and report when involved in an accident		
(4) Homicide or assault arising out of the operation of an auto		
(5) Driving an auto at an excessive rate of speed where injury to person or damage to property results therefrom		
(6) Driving an auto in a reckless manner where injury to person or damage to property results therefrom		
(7) Operating an auto during period of revocation or suspension of registration or license		
(8) Operating an auto without state or owner's authority		
(9) Loaning operator's license to an unlicensed operator		
(10) Permitting an unlicensed person to drive		
(11) The making of false statements in the application for license or registration		
(12) Impersonating an applicant for license or registration, or procuring a license or registration through impersonation whether for himself, herself, or another		
(13) Operating an auto without auto insurance		
(14) A second or subsequent conviction of any other moving traffic offense unless all such convictions arise out of a single incident or occurrence		

EXCEPTIONS: Convictions for the following will not be regarded as moving traffic violations:

1. Any motor vehicle equipment requirement of the motor vehicle and traffic laws, except brakes
2. Failure to display proper number plates provided such plates are in existence
3. Failure to have operator's or chauffeur's license provided there is one in existence

G. Point Value Additional Charges—Public Livery Autos and Taxicabs Only

Number of Penalty Points	Additional Charge Factor
1	1.05
2	1.10
3	1.15
4	1.50
5	1.75
6	2.00
7	2.50

H. Multiauto Risks

1. Public Livery Autos and Taxicabs

Apply penalty points first to the highest rated auto, and any penalty points in excess of seven to the next highest rated auto or autos in succession.

2. All Others

Apply additional charges first to the auto that will produce the highest dollar amount, and successively to the next such auto on as many autos as there are persons subject to additional charges.

Rule 54. EXPERIENCE RATING

Residual Bodily Injury and Property Damage Liability Coverage Only

A. New Business

1. All applications for risks eligible for experience modification under this Plan must indicate under Remarks Section that such modifications will be applied to the risk.
2. Submissions
HJUP servicing carriers will promulgate and submit a copy of the completed experience modification form to the HJUP Bureau for any eligible risk.
3. Completed experience modification form(s) must be submitted to the HJUP Bureau within 120 days of the inception of a policy(s). If experience is not obtainable within this time period, the risk will not be experience rated until the inception date of the renewal on the basis of experience applicable to the renewal period.

COMMERCIAL GENERAL RULES**B. Renewal Business****1. Definition**

Any auto policy renewed by the same servicing carrier without lapse in coverage.

2. Submissions

The servicing carrier will complete and submit to the HJUP Bureau on renewal date or within 15 days thereafter, a rating application form for each eligible renewal risk rated. In the case of auto insurance where required by ordinance or governmental authority, the application will be submitted at least ten days prior to the date by which evidence of insurance must be filed with administrative authorities.

- C. All promulgated experience modifications submitted under this Plan should be implemented immediately. These submitted forms are subject to review for completeness and accuracy and may be rejected accordingly by the HJUP Bureau.

D. Availability of Experience Modifications

Experience modification promulgated for any risk will be available to any other servicing carrier upon request with the servicing carrier of that risk. Experience may not be obtained from the HJUP Bureau.

E. Basis of Promulgation**1. Term and Minimum Premiums**

Each promulgated modification will be established for a term of one year and to be applicable to the Manual rates and minimum premiums for the insurance included in the rating of the risk.

2. Multipolicy Risks

In the event a risk involves two or more policies with different effective dates, with the same servicing carrier, the promulgated rate will apply to such policies for the effective period of the modification and throughout the full term of such policies expiring not more than three months after the established expiration date of the modification.

F. Eligibility

1. The experience modification determined hereunder will apply at policy inception or renewal. No mid-term adjustment in the experience modification is permitted.

2. The term "risk" as used in this Plan means the exposures of any one insured that are to be rated.

Any risk meeting the following qualifications for residual bodily injury and property damage liability exposures will be rated under this Plan:

★Five or more private passenger or commercial autos or three or more public autos except taxicabs, all under the same ownership and management.❖

3. The experience of two or more risks may be combined for rating purposes provided that

- a. a majority financial interest in such risks is held by the same person, group of persons, corporation, or registered copartnership; or

- b. a financial interest in such risks is held by the same person, group of persons, corporation, or registered copartnership and the elements controlling accident frequency and accident severity are sufficiently common to anticipate reasonably a uniform experience.

4. Once combined, such experience may not be separated except by filing of a revised experience rating form. These filed forms are subject to review by the HJUP Bureau and may be rejected accordingly.

G. Experience Period

Experience period will not be less than one year nor more than three years, commencing four years and terminating one year prior to the date for which the experience modification is to be established. Completed policy periods only will be used. If part of the earliest policy period falls outside of the normal three-year maximum period, such earliest policy period will be retained in full, provided the entire experience period does not then exceed 3½ years, and will be rejected in full if its retention increases the experience period beyond 3½ years.

H. Experience Used

The experience modification will be determined from experience incurred by all companies licensed in this state and all states, for the forms of auto liability insurance to be rated.

If the risk has been self-insured, the experience must be submitted to the servicing carrier in the form prescribed by the servicing carrier and signed by the insured. Experience in such form will be given credence in accordance with its apparent credibility.

I. Determination of Experience Modification

1. For the determination of experience modifications, the term "basic limits" will mean the following limits of liability:

For Policies Written During Experience Period at Split Limits of Liability

\$20,000/40,000 residual bodily injury limits and \$10,000 property damage limit

2. Basic Limits Premium Subject to Experience Rating

The basic limits premium will be the collected premium for the experience period converted to a basic limits basis and adjusted to eliminate the effect of any experience or other rate modification applied and any discount allowed for a policy term of more than one year.

3. Basic Limits Losses Subject to Experience Rating

The losses to be included in the rating will be the total of the following:

- a. Paid and outstanding losses (including allocated claim expense) for each year in the experience period, with the indemnity amount limited to basic limits, and with the amount of indemnity and allocated claim expense resulting from

COMMERCIAL GENERAL RULES

any single occurrence limited by the maximum single loss (MSL) value specified in the Credibility and Maximum Single Loss Table, based on the basic limits premium subject to experience rating.

- b. Adjustment to reflect ultimate level of losses for each year in the experience period, calculated by multiplying the premium (P) for that year by the adjusted expected loss ratio (AELR) and by the appropriate basic limits loss development factor (LDF), where

- (1) **P** is the adjusted basic limits premium for the particular type of coverage for each year in the experience period;
- (2) **AELR** is the adjusted expected loss ratio specified in the Credibility and Maximum Single Loss Table, based on the total basic limits premium subject to experience rating;
- (3) **LDF** is the appropriate basic limit loss development factor applicable to expected losses (Premium x AELR). Before determination of the actual loss ratio, the expected losses will first be adjusted by the following loss development factors:

	Latest Policy Year	1st Prior Policy Year	2nd Prior Policy Year
Commercial Autos			
20/40 Residual Bodily Injury	.258	.133	.060
\$10,000 Property Damage	.037	.005	.000
Garages			
20/40 Residual Bodily Injury	.264	.127	.061
\$10,000 Property Damage	.049	.000	.000

Note: These factors are to be applied to the product of the AELR and the premium for the particular

coverage and year in order to determine the adjustment to reflect ultimate level of losses.

If breakdown of the premium by coverage is not available, an average LDF may be obtained by combining the applicable factors by coverage, taking into consideration the amount of the risk's total exposures or losses in each category as of the last survey or evaluation.

4. Actual Loss Ratio

Determine the actual loss ratio by dividing the basic limits losses subject to experience rating by the basic limits premium subject to experience rating.

5. Credibility

The credibility for the risk is obtained from the Credibility and Maximum Single Loss Table, based on the total basic limits premium subject to experience rating.

- a. If the actual loss ratio is less than the adjusted expected loss ratio, the experience modification is a credit that will be determined as follows:

$$\left(\frac{\text{Adjusted Expected Loss Ratio} - \text{Actual Loss Ratio}}{\text{Adjusted Expected Loss Ratio}} \right) \times \text{Credibility} = \text{Experience Modification}$$

- b. If the actual loss ratio is greater than the adjusted expected loss ratio, the experience modification is a debit that will be determined as follows:

$$\left(\frac{\text{Actual Loss Ratio} - \text{Adjusted Expected Loss Ratio}}{\text{Adjusted Expected Loss Ratio}} \right) \times \text{Credibility} = \text{Experience Modification}$$

**AUTO LIABILITY EXPERIENCE RATING
CREDIBILITY AND MAXIMUM SINGLE LOSS TABLE**

SUBJECT PREMIUM	CRED	AELR	MSL	SUBJECT PREMIUM	CRED	AELR	MSL	SUBJECT PREMIUM	CRED	AELR	MSL
\$ 1– 914	0.01	0.369	\$ 6,700	\$33,024– 34,488	0.36	0.449	\$12,650	\$143,391–150,526	0.71	0.547	\$33,950
915– 1,538	0.02	0.371	6,800	34,489– 36,000	0.37	0.452	12,900	150,527–158,182	0.72	0.549	35,300
1,539– 2,176	0.03	0.373	6,900	36,001– 37,561	0.38	0.455	13,200	158,183–166,415	0.73	0.552	36,750
2,177– 2,827	0.04	0.375	7,050	37,562– 39,174	0.39	0.458	13,500	166,416–175,294	0.74	0.554	38,300
2,828– 3,492	0.05	0.377	7,150	39,175– 40,840	0.40	0.461	13,800	175,295–184,898	0.75	0.555	40,000
3,493– 4,171	0.06	0.379	7,250	40,841– 42,564	0.41	0.464	14,150	184,899–195,319	0.76	0.557	41,800
4,172– 4,865	0.07	0.381	7,350	42,565– 44,348	0.42	0.466	14,500	195,320–206,667	0.77	0.559	43,750
4,866– 5,574	0.08	0.383	7,500	44,349– 46,195	0.43	0.469	14,800	206,668–219,070	0.78	0.561	45,850
5,575– 6,298	0.09	0.385	7,600	46,196– 48,108	0.44	0.472	15,200	219,071–232,683	0.79	0.562	48,200
6,299– 7,039	0.10	0.387	7,750	48,109– 50,092	0.45	0.475	15,550	232,684–247,692	0.80	0.564	50,750
7,040– 7,797	0.11	0.389	7,850	50,093– 52,150	0.46	0.478	15,950	247,693–264,324	0.81	0.565	53,550
7,798– 8,571	0.12	0.391	8,000	52,151– 54,286	0.47	0.481	16,350	264,325–282,857	0.82	0.566	56,650
8,572– 9,364	0.13	0.393	8,150	54,287– 56,505	0.48	0.484	16,750	282,858–303,636	0.83	0.568	60,100
9,365– 10,175	0.14	0.395	8,250	56,506– 58,812	0.49	0.487	17,200	303,637–327,097	0.84	0.569	64,000
10,176– 11,006	0.15	0.397	8,400	58,813– 61,212	0.50	0.490	17,650	327,098–353,333	0.85	0.570	68,350
11,007– 11,856	0.16	0.399	8,550	61,213– 63,711	0.51	0.493	18,100	353,334–380,000	0.86	0.571	73,000
11,857– 12,727	0.17	0.402	8,700	63,712– 66,316	0.52	0.496	18,600	380,001–406,667	0.87	0.571	77,500
12,728– 13,620	0.18	0.404	8,850	66,317– 69,032	0.53	0.499	19,100	406,668–433,333	0.88	0.572	81,900
13,621– 14,534	0.19	0.406	9,050	69,033– 71,868	0.54	0.502	19,650	433,334–460,000	0.89	0.572	86,200
14,535– 15,472	0.20	0.408	9,200	71,869– 74,831	0.55	0.505	20,200	460,001–486,667	0.90	0.573	90,350
15,473– 16,433	0.21	0.411	9,350	74,832– 77,931	0.56	0.508	20,800	486,668–513,333	0.91	0.573	94,450
16,434– 17,419	0.22	0.413	9,550	77,932– 81,176	0.57	0.511	21,400	513,334–540,000	0.92	0.573	98,450
17,420– 18,431	0.23	0.416	9,700	81,177– 84,578	0.58	0.514	22,000	540,001–566,667	0.93	0.574	102,400
18,432– 19,470	0.24	0.418	9,900	84,579– 88,148	0.59	0.517	22,700	566,668–593,333	0.94	0.574	106,200
19,471– 20,537	0.25	0.420	10,100	88,149– 91,899	0.60	0.519	23,350	593,334–620,000	0.95	0.574	109,950
20,538– 21,633	0.26	0.423	10,300	91,900– 95,844	0.61	0.522	24,100	620,001–646,667	0.96	0.574	113,650
21,634– 22,759	0.27	0.425	10,500	95,845–100,000	0.62	0.525	24,850	646,668–673,333	0.97	0.574	117,200
22,760– 23,916	0.28	0.428	10,700	100,001–104,384	0.63	0.528	25,650	673,334–700,000	0.98	0.574	120,750
23,917– 25,106	0.29	0.431	10,900	104,385–109,014	0.64	0.530	26,500	700,001–726,667	0.99	0.574	124,200
25,107– 26,331	0.30	0.433	11,150	109,015–113,913	0.65	0.533	27,400	726,668 and Over	1.00	0.575	127,550
26,332– 27,591	0.31	0.436	11,350	113,914–119,104	0.66	0.535	28,350				
27,592– 28,889	0.32	0.438	11,600	119,105–124,615	0.67	0.538	29,350				
28,890– 30,226	0.33	0.441	11,850	124,616–130,476	0.68	0.540	30,400				
30,227– 31,603	0.34	0.444	12,100	130,477–136,721	0.69	0.543	31,500				
31,604– 33,023	0.35	0.447	12,350	136,722–143,390	0.70	0.545	32,700				

COMMERCIAL GENERAL RULES**Rule 55. UNINSURED AND UNDERINSURED MOTORISTS COVERAGES****A. Uninsured Motorists Coverage**

1. Uninsured motorists coverage will be provided on a stacked basis, at limits equal to the residual bodily injury liability limits on the policy, under every auto liability policy issued or delivered to the owner of an auto registered or principally garaged in Hawaii.

EXCEPTIONS:

- a. The named insured may reject in writing
 - (1) uninsured motorists coverage in its entirety; or
 - (2) stacked uninsured motorists coverage and select nonstacked coverage; or
 - (3) limits equal to the residual bodily injury liability limits and select lower limits, but not less than the financial responsibility limits.
- b. The written agreement to reject this coverage or select lower limits will only be required when the policy is first applied for or issued. The written agreement need not be required on any subsequent renewal or replacement policy.

2. Coverage Options

The option to reject stacked uninsured motorist coverage will be offered in writing to the named insured. If stacked coverage is not desired, the named insured must reject this option in writing.

If the named insured does not reject stacked uninsured motorists coverage in writing, stacked coverage must apply to all autos insured under the policy.

If the named insured rejects the stacked uninsured motorists coverage option in writing, nonstacked coverage must apply to all autos insured under the policy.

The insurer will notify the named insured of this option only when the policy is first applied for or issued. No further offer is required on any subsequent renewal or replacement policy.

3. Rates

The rates set forth on the rate schedules are for \$20,000/40,000 uninsured motorists coverage.

4. Limits

Increased limits for uninsured motorists coverage will be afforded by applying the increased limit factor for residual bodily injury liability to the base rate for uninsured motorists coverage.

B. Underinsured Motorists Coverage

1. Underinsured motorists coverage will be provided on a stacked basis, at limits equal to the residual bodily injury liability limits on the policy, under every auto liability policy issued or delivered to the owner of an auto registered or principally garaged in Hawaii.

EXCEPTIONS:

- a. The named insured may reject in writing
 - (1) underinsured motorists coverage in its entirety; or
 - (2) stacked underinsured motorists coverage and select nonstacked coverage; or
 - (3) limits equal to the residual bodily injury liability limits and select lower limits, but not less than the financial responsibility limits.
- b. The written agreement to reject this coverage or select lower limits will only be required when the policy is first applied for or issued. The written agreement need not be required on any subsequent renewal or replacement policy.

2. Coverage Options

The option to reject stacked underinsured motorists coverage will be offered in writing to the named insured. If stacked coverage is not desired, the named insured must reject this option in writing.

If the named insured does not reject the stacked underinsured motorists coverage in writing, stacked coverage must apply to all autos insured under the policy.

If the named insured rejects the stacked underinsured motorists coverage option in writing, nonstacked coverage must apply to all autos insured under the policy.

The insurer will notify the named insured of this option only when the policy is first applied for or issued. No further offer is required on any subsequent renewal or replacement policy.

3. Rates

The rates set forth on the rate schedules are for \$20,000/\$40,000 underinsured motorists coverage.

4. Limits

Increased limits for underinsured motorists coverage will be afforded by applying the increased limit factor for residual bodily injury liability to the base rate for underinsured motorists coverage.

- C. The premium will not be subject to modification under the provisions of any rating plan or other Manual rules.

Rule 56. AGE GROUP

- A. Determine the age group as follows:

Age Groups	Definition
1	All autos of the current model year
2	All autos of the first preceding model year
3	All autos of the second preceding model year
4	All autos of the third preceding model year
5	All autos of the fourth preceding model year
6	All autos of the fifth preceding model year

NOTES: 1. The current model year changes October 1, regardless of the actual date the models are introduced.

2. For rebuilt or structurally altered autos, the age of the chassis determines the age of the auto.

B. Original Cost New

Determine the Original Cost New as follows:

1. Original Cost New is the retail cost the original purchaser paid for the auto and its equipment. This includes the value of any trade-in auto and any federal, state, and local sales taxes or any other taxes charged in place of sales taxes.
2. If the Original Cost New is not known, multiply the Original Cost New of the chassis by 1.33.

Rule 57. DEDUCTIBLE INSURANCE

The option to purchase a deductible under personal injury protection and physical damage coverage described below must be offered to the named insured. Factors applicable to basic rates:

A. Personal Injury Protection

Multiply the base rate from the [rate schedules](#) by the following factors:

Deductible	Factor
\$ 100	.95
300	.90
500	.85
1,000	.80

B. Physical Damage

Multiply the rate from the [rate schedules](#) by the following factors:

1. Comprehensive

Factors		
Deductible	Private	
	Passenger Types	All Other
Full	1.508	1.438
\$ 50	1.160	1.150
100	1.000	1.000
250	0.900	0.900
500	0.775	0.775
1,000	0.581	0.581
1,500	0.481	0.481
2,000	0.419	0.419

2. Collision

Deductible	Factors	
	Private Passenger Types	All Other
\$ 50	1.413	1.344
100	1.130	1.120
250	1.000	1.000
500	0.930	0.930
1,000	0.780	0.780
1,500	0.640	0.663
2,000	0.538	0.538

Rule 58. ★WAIVER OF SUBROGATION/PRIMARY AND NONCONTRIBUTORY—OTHER INSURANCE CONDITION

Applicable to Residual Bodily Injury and Property Damage Liability Coverages Only

If the insured requests, in writing, either a waiver(s) of subrogation or a primary and noncontributory—other insurance condition or both to comply with contractual requirements, increase the residual bodily injury and property damage total policy premium by 3%.

Attach the applicable endorsement(s).✧

Rules 59–70. RESERVED FOR FUTURE USE

NOTES

HAWAII JOINT UNDERWRITING PLAN MANUAL
TRUCKS, TRACTORS, AND TRAILERS CHAPTER

For the purposes of this Chapter, the words “regular” and “regularly” mean that the operations are contemplated, planned, or expected.

Rule 71. ELIGIBILITY

This Chapter applies to trucks, truck-tractors, trailers, and semitrailers including pickups and vans (other than those rated under the provisions of the Private Passenger or Private Passenger Type Chapters of this Manual) and not specifically treated in the Public or Special Types and Operations Chapters of this Manual. This Chapter does not apply to autos exempt from Chapter 431:10C, Hawaii Revised Statutes.

Rule 72. PREMIUM DEVELOPMENT

- A. This Rule applies to
1. all light trucks and trailers used with light trucks; and
 2. all other trucks, tractors, and trailers.
- B. Determine the rating territory from the territory definitions based on the street address of principal garaging.
- C. Determine the classification rating factor as follows:
1. Determine whether the risk is classified as fleet or nonfleet according to the Trucks, Tractors, and Trailers Classifications Rule (Rule 73).
 2. Determine the primary rating factor from the Trucks, Tractors, and Trailers Classifications Rule (Rule 73) based on size class, business use class, and radius class.
 3. Determine the secondary rating factor, if any, from the Trucks, Tractors, and Trailers Classifications Rule (Rule 73) based on the special industry classifications.
 4. Determine the combined rating factor by adding the secondary rating factor to or subtracting it from the primary rating factor.
- D. **Premium Development—Residual Bodily Injury and Property Damage Liability Coverage**
1. Determine the base rate from the rate schedules.
 2. Multiply the base rate by the combined rating factor, as determined in paragraph C above.
Exception: For trailers and semitrailers, multiply the premium determined above by the primary rating factor.
 3. Refer to the special provisions in Rule 73.D for applicability.
 4. Refer to Rule 51 in the Commercial General Rules Chapter of this Manual for further development of the total premium.
- E. **Premium Development—Personal Injury Protection Coverage**
1. Trucks and Tractors
 - a. Determine the base rate from the rate schedules.

- b. Multiply the base rate by the combined rating factor, as determined in paragraph C above.
 - c. Refer to Rule 51 in the Commercial General Rules Chapter of this Manual for further development of the total premium.
2. Trailers
- a. Determine the base rate from the rate schedules.
 - b. Multiply the base rate by the primary rating factor.
 - c. Secondary rating factors do not apply.
 - d. Refer to Rule 51 in the Commercial General Rules Chapter of this Manual for further development of the total premium.

F. Premium Development—Physical Damage Coverage

1. Based on the age group and Original Cost New (Rule 56) of the auto, determine the physical damage rate from the appropriate physical damage table shown on the rate schedules.
2. Multiply the physical damage rates developed above by the factor displayed on the rate schedules based on whether or not the auto is used in dumping operations or not used in dumping operations.
3. If different deductibles (Rule 57) apply, multiply the rates determined above by the appropriate factor.
4. Multiply the premium determined above by the physical damage combined rating factors, as determined in paragraph C above.
Exception: For trailers and semitrailers, multiply the premium determined above by the primary rating factor.
5. Refer to the special provisions in Rule 73.D for applicability.
6. Refer to Rule 51 in the Commercial General Rules Chapter of this Manual for further development of the total premium.

Rule 73. TRUCKS, TRACTORS, AND TRAILERS CLASSIFICATIONS

Classify trucks, tractors, and trailers as follows:

A. Fleet—Nonfleet Classifications

1. Classify as fleet the autos of any risk that has five or more self-propelled autos of any type that are under one ownership.
2. Do not include trailers in determining if the risk is a fleet, but apply the fleet classification to the trailers if the risk otherwise is classified as a fleet.
3. Classify the autos of any other risk as nonfleet.
4. Do not change the fleet or nonfleet classification because of midterm changes in the number of

TRUCKS, TRACTORS, AND TRAILERS

owned autos except at the request of the insured. The policy must be cancelled and rewritten in accordance with the Cancellations Rule (Rule 8).

B. Primary Classifications

1. Gross vehicle weight (GVW) and gross combination weight (GCW) mean
 - a. GVW—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 GVW of 10,000 pounds or less.
 - b. Medium Trucks
 - (1) Trucks that have a GVW of 10,001–20,000 pounds.
 - (2) Include crawler type trucks in this class.
 - c. Heavy Trucks—Trucks that have a GVW of 20,001–45,000 pounds.
 - d. Extra Heavy Trucks—Trucks that have a GVW 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 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 fifth wheel coupling device for use with a truck-tractor with load capacity over 2,000 pounds. This includes bogies used to convert containers into semitrailers.
 - g. Trailers—Any trailer with load capacity over 2,000 pounds, other than semitrailer.

- h. Service or Utility Trailer—Any trailer or semitrailer with load capacity of 2,000 pounds or less.

3. Business Use Class

If a truck, tractor, or trailer has more than one use, use the highest rated classification.

- a. Service Use—For transporting the insured's personnel, tools, equipment, and incidental supplies to or from a job location.

This classification is confined to autos principally parked at job locations for the majority of the working day or used to transport supervisory personnel between job locations. This classification applies to autos that have reduced exposure because their use is closely associated with the installation or service of appliances, fixtures, equipment, and other products. It includes autos used by artisan-type risks, such as carpenters, plumbers, and contractors. The delivery of a product to be installed or that has been repaired does not disqualify the auto from this classification.

- b. Retail Use—Autos used to pick up property from or deliver property to individual households. Deliveries of heating fuel, milk, groceries, drugs, and laundry are examples of the exposures in this classification. This class also includes parcel post and mail delivery where deliveries are primarily to private households.
- c. Commercial Use—Autos used for transporting property other than those autos defined as service or retail and all truckers.

4. Radius Class

Determine radius on a straight line from the street address of principal garaging.

- a. Local—Up to 50 Miles—The auto is not regularly operated beyond a radius of 50 miles from the street address where such auto is principally garaged.
- b. Intermediate—51 to 200 Miles—The auto is operated beyond a radius of 50 miles but not regularly beyond a radius of 200 miles from the street address where such auto is principally garaged.

5. Primary Classifications—Rating Factors—See the following tables.

TRUCKS, TRACTORS, AND TRAILERS

FLEET

PRIMARY CLASSIFICATIONS—RATING FACTORS AND CLASSIFICATION DESIGNATORS

Size Class	Business Use Class		Radius Class			
			Local Up to 50 Miles		Intermediate 51 to 200 Miles	
			RBI, PD, & PIP	Comp. & Coll	RBI, PD, & PIP	Comp. & Coll.
Light Trucks (0–10,000 lbs. GVW)	Service	Factor CD	1.00 014– –	1.00 014– –	1.00 015– –	1.00 015– –
	Retail	Factor CD	1.60 024– –	1.60 024– –	1.60 025– –	1.60 025– –
	Commercial	Factor CD	1.40 034– –	1.40 034– –	1.40 035– –	1.40 035– –
Medium Trucks (10,001–20,000 GVW)	Service	Factor CD	1.05 214– –	1.05 214– –	1.05 215– –	1.05 215– –
	Retail	Factor CD	1.65 224– –	1.65 224– –	1.65 225– –	1.65 225– –
	Commercial	Factor CD	1.90 234– –	1.90 234– –	1.90 235– –	1.90 235– –
Heavy Trucks (20,001–45,000 lbs. GVW)	Service	Factor CD	1.40 314– –	1.40 314– –	1.40 315– –	1.40 315– –
	Retail	Factor CD	2.35 324– –	2.35 324– –	2.35 325– –	2.35 325– –
	Commercial	Factor CD	2.50 334– –	2.50 334– –	2.50 335– –	2.50 335– –
Extra Heavy Trucks (Over 45,000 lbs. GVW)		Factor CD	2.75 404– –	2.75 404– –	2.75 405– –	2.75 405– –
Heavy Truck- Tractors (0–45,000 lbs. GCW)	Service	Factor CD	1.45 344– –	1.45 344– –	1.45 345– –	1.45 345– –
	Retail	Factor CD	2.40 354– –	2.40 354– –	2.40 355– –	2.40 355– –
	Commercial	Factor CD	2.55 364– –	2.55 364– –	2.55 365– –	2.55 365– –
Extra Heavy Truck-Tractors (Over 45,000 lbs. GCW)		Factor CD	2.80 504– –	2.80 504– –	2.80 505– –	2.80 505– –
Trailer Types						
Semitrailers		Factor CD	.25 674– –	.25 674– –	.25 675– –	.25 675– –
Trailers		Factor CD	.25 684– –	.25 684– –	.25 685– –	.25 685– –
Service or Utility Trailer (0–2,000 lbs. Load Capacity)		Factor CD	.00 694– –	.25 694– –	.00 695– –	.25 695– –

Note: For statistical coding information, refer to statistical plan in use by company.

TRUCKS, TRACTORS, AND TRAILERS

NONFLEET

PRIMARY CLASSIFICATIONS—RATING FACTORS AND CLASSIFICATION DESIGNATORS

Size Class	Business Use Class		Radius Class			
			Local Up to 50 Miles		Intermediate 51 to 200 Miles	
			RBI, PD, & PIP	Comp. & Coll	RBI, PD, & PIP	Comp. & Coll.
Light Trucks (0–10,000 lbs. GVW)	Service	Factor CD	1.00 011– –	1.00 011– –	1.00 012– –	1.00 012– –
	Retail	Factor CD	1.60 021– –	1.60 021– –	1.60 022– –	1.60 022– –
	Commercial	Factor CD	1.40 031– –	1.40 031– –	1.40 032– –	1.40 032– –
Medium Trucks (10,001–20,000 GVW)	Service	Factor CD	1.05 211– –	1.05 211– –	1.05 212– –	1.05 212– –
	Retail	Factor CD	1.65 221– –	1.65 221– –	1.65 222– –	1.65 222– –
	Commercial	Factor CD	1.90 231– –	1.90 231– –	1.90 232– –	1.90 232– –
Heavy Trucks (20,001–45,000 lbs. GVW)	Service	Factor CD	1.40 311– –	1.40 311– –	1.40 312– –	1.40 312– –
	Retail	Factor CD	2.35 321– –	2.35 321– –	2.35 322– –	2.35 322– –
	Commercial	Factor CD	2.50 331– –	2.50 331– –	2.50 332– –	2.50 332– –
Extra Heavy Trucks (Over 45,000 lbs. GVW)		Factor CD	2.75 401– –	2.75 401– –	2.75 402– –	2.75 402– –
Heavy Truck- Tractors (0–45,000 lbs. GCW)	Service	Factor CD	1.45 341– –	1.45 341– –	1.45 342– –	1.45 342– –
	Retail	Factor CD	2.40 351– –	2.40 351– –	2.40 352– –	2.40 352– –
	Commercial	Factor CD	2.55 361– –	2.55 361– –	2.55 362– –	2.55 362– –
Extra Heavy Truck-Tractors (Over 45,000 lbs. GCW)		Factor CD	2.80 501– –	2.80 501– –	2.80 502– –	2.80 502– –
Trailer Types						
Semitrailers		Factor CD	.25 671– –	.25 671– –	.25 672– –	.25 672– –
Trailers		Factor CD	.25 681– –	.25 681– –	.25 682– –	.25 682– –
Service or Utility Trailer (0–2,000 lbs. Load Capacity)		Factor CD	.00 691– –	.25 691– –	.00 692– –	.25 692– –

Note: For statistical coding information, refer to statistical plan in use by company.

TRUCKS, TRACTORS, AND TRAILERS**C. Secondary Classification—Special Industry Class**

Where more than one secondary rating factor applies, use the highest rated classification.

Note: Except for autos owned by a farmer, these classifications are not applicable to light service trucks, trailers, or semitrailers.

Class Designator	Classification	Secondary Factor to Be Combined with Primary Factor All Autos Not Described Above
1—	Manufacturers—Autos in excess of 10,000 pounds gross vehicle weight used to transport raw materials and finished and/or unfinished goods manufactured, processed, or constructed by the insured.....	+0.40
2—	Truckers—Autos used to haul or transport goods, materials, or commodities for another, other than autos used in moving operations.....	+1.45
	Tow Trucks for Hire.....	+1.45
3—	Food Delivery—Autos used by food manufacturers to transport raw and finished products or used in wholesale distribution of food	+0.20
4—	Specialized Delivery—Autos used in deliveries subject to time and similar constraints, such as but not limited to armored cars, film delivery, magazines or newspapers, and mail and parcel post	+0.45
5—	Waste Disposal—Autos transporting salvage and waste material for disposal or resale:	
	a. Auto dismantlers	
	b. Building wrecking operators	
	c. Garbage removal	
	d. Junk dealers	
	e. All others	+0.75
6—	Farmers—Autos owned by a farmer, used in connection with the operation of his or her own farm and occasionally used to haul commodities for other farmers.....	−0.50
7—	★Dump and Transit Mix Trucks (IMPORTANT: Use these factors only when no other secondary classification applies including the truckers secondary classification.) ♦.....	−0.05
9—	All Other—Not secondarily rated.....	0.00

D. Special Provisions for Certain Risks

1. Truckers—If the business of the insured involves transporting materials or commodities for another, the Truckers Rule ([Rule 74](#)) also applies.

2. Transporters of Liquid Products—A policy that covers an auto used for the bulk transportation of liquid products must exclude accidents resulting from the erroneous delivery of one liquid product for another, or the delivery of any liquid product into the wrong receptacle if the accident occurs after the operations have been completed. Attach the applicable Wrong Delivery of Liquid Products endorsement.
 3. Amusement Devices—A policy that covers an auto with an amusement device mounted on it must cover the operation of the amusement device. Develop the additional premium by multiplying the trucks, tractors, and trailers residual bodily injury and property damage liability base premium by 1.60. The premium is for the period of coverage and not subject to any return.
 4. Transporters of Explosives—A policy that covers an auto used for transporting explosives will not be endorsed to exclude coverage for the explosion hazard. Develop the premium by multiplying the trucks, tractors, and trailers residual bodily injury and property damage liability and personal injury protection coverage base premiums by 3.00.
 5. Rolling Stores—A policy that covers autos equipped as a rolling store must exclude product liability. Attach the applicable Rolling Stores endorsement.
 6. Trailers or Semitrailers Used as Showrooms—To provide residual bodily injury and property damage liability coverage for trailers or semitrailers used as showrooms or salesrooms, multiply the trailer or semitrailer rating factor by 2.00. The policy must exclude product liability. Attach the applicable Rolling Stores endorsement.
- For personal injury protection coverage, charge the full personal injury protection premiums for private passenger type autos for the territory in which the risk is located.

Rule 74. TRUCKERS**A. Eligibility**

A trucker is a person, firm, or corporation in the business of transporting goods, materials, or commodities for another. Such a risk is still in the truckers classification even if it calls itself or advertises as a contractor, building contractor, building material dealer, sand and gravel hauler, or some other similar name. Autos used in moving operations are also truckers, even though they are not subject to the truckers secondary rating factors.

B. Premium Development—Residual Bodily Injury and Property Damage Liability, Personal Injury Protection, and Physical Damage Coverages**1. Transporting Exclusively for One Concern**

For any person, firm, or corporation transporting property exclusively for one concern, classify and rate the autos as though the autos are owned by such concern.

2. All Others

For all other persons, firms, or corporations transporting property for others, classify and rate owned and long term leased (i.e., one calendar year or

TRUCKS, TRACTORS, AND TRAILERS

more and exclusive lease) autos on a specified auto basis.

3. Refer to [Rule 51](#) in the Commercial General Rules Chapter of this Manual for further development of the total premium.

Rules 75–80. RESERVED FOR FUTURE USE

HAWAII JOINT UNDERWRITING PLAN MANUAL

TRUCKS, TRACTORS, AND TRAILERS WORKSHEET

Coverage	Base Rate (Rate Sched- ules and Rule 55)	PIP Covd by WC?	Physical Damage Deductible Factor (Rule 57)	Primary Rating Factor (Rule 73)	Secondary Rating Factor (Rule 73)	Increased Limits Factor (Rule 52)	PIP Deductible Factor (Rule 57)	Experience Rating Modification* (Rule 54) Or Additional Charge (Rule 53)	Certified Risk Factor (Rule 3)	Whole Dollar Premium
RBI LIAB.		NA	NA	X(+/-)			NA	X		=
PD LIAB.		NA	NA	X(+/-)			NA	X		=
PIP	X		NA	X(+/-)		NA	X		X	=
UM		NA	NA	NA	NA	X	NA	NA	NA	=
UIM		NA	NA	NA	NA	X	NA	NA	NA	=
COMP.		NA	X	X(+/-)		NA	NA	X	NA	=
COLL.		NA	X	X(+/-)		NA	NA	X	NA	=
TOTAL										=

*RBI and PD liability only.

Refer to Rule 51.E for worker's compensation insurance factor for personal injury protection coverage.
 Rule 72. Premium Development for comprehensive premium development instructions.
 Rule 73.D. Special Provisions for Certain Risks.

NOTES

PRIVATE PASSENGER TYPES CHAPTER

Rule 81. ELIGIBILITY

- A. A private passenger type auto is a
 - 1. four-wheel auto of the private passenger, station wagon, or jeep type rated as part of a fleet or owned by other than natural persons;
 - 2. pickup or van owned by other than natural persons and not used for business purposes;
 - 3. pickup or van not used for business purposes with a gross vehicle weight over 10,000 pounds.
- B. Classify as fleet the autos of any risk that has five or more self-propelled autos of any type that are under one ownership.

Rule 82. PREMIUM DEVELOPMENT

- A. Determine the rating territory from the territory definitions based on the street address of principal garaging.

B. Residual Bodily Injury and Property Damage Liability and Personal Injury Protection Coverages

- 1. Nonfleet
Multiply the Private Passenger Types base rate on the rate schedules by .90.
- 2. Fleet
Charge the Private Passenger Types base rate on the rate schedules.

C. Physical Damage Coverage

Charge the Private Passenger Types rate on the rate schedules.

- D. Refer to Rule 51 in the Commercial General Rules Chapter of this Manual for further development of the total premium.

Rules 83–90. RESERVED FOR FUTURE USE

NOTES

PUBLIC TRANSPORTATION CHAPTER

For the purposes of this Chapter, the words “regular” and “regularly” mean that operations are contemplated, planned, or expected.

Rule 91. ELIGIBILITY

This Chapter applies to autos registered or used for the transportation of members of the public.

Auto Type	Factor
Limousines	0.85
School and Church Buses	0.85
All Other Buses	0.85

Rule 92. PREMIUM DEVELOPMENT

- A. This Rule applies to
- all taxis, limousines, school, church, and urban buses, and van pools;
 - all other public autos that regularly operate within a 200-mile radius from the street address of principal garaging.
- B. Determine the territory from the territory definitions based on the highest rated territory in the U.S.A. where the public auto is operated.
- C. Determine the classification rating factor as follows:
- Determine whether the risk is classified as fleet or nonfleet according to the Public Auto Classifications Rule (Rule 93).
 - Determine the primary rating factor from the Public Auto Classifications Rule (Rule 93) based on use class and radius class. For van pools, the rating factor is based on seating capacity.
 - Determine the secondary rating factor, if any, from the Public Auto Classifications Rule (Rule 93) based on the seating capacity.
 - Determine the combined rating factor by adding the secondary rating factor to, or subtracting it from, the primary rating factor.
- D. **Premium Development—Residual Bodily Injury and Property Damage Liability and Personal Injury Protection Coverages**
- Determine the base rate from the rate schedules.
 - For fleets, multiply the base rate by the following factors:

Auto Type	Factor
Taxis and Limousines	1.10
School and Church Buses	1.20

- Multiply the base rate by the combined rating factor.
 - Refer to Rule 51 in the Commercial General Rules Chapter of this Manual for further development of the total premium.
- E. **Premium Development—Physical Damage Coverage**
- Based on the age group and Original Cost New (Rule 56) of the auto, determine the physical damage rate from the appropriate physical damage table shown on the rate schedules.
 - If different deductibles (Rule 57) apply, multiply the rate determined above by the appropriate factor.
 - For comprehensive coverage on fleets, multiply the rate by the following factors:

- Multiply the rate by the combined rating factor.
- Refer to Rule 51 in the Commercial General Rules Chapter of this Manual for further development of the total premium.

Rule 93. PUBLIC AUTO CLASSIFICATIONS

- A. If an auto has more than one use, use the highest rated classification.
- B. **Fleet—Nonfleet Classification**
- Classify as fleet the autos of any risk that has five or more self-propelled autos of any type that are under one ownership.
 - Do not include trailers in determining if the risk is a fleet, but apply the fleet classification to the trailers if the risk otherwise is classified as a fleet.
 - Classify the autos of any other risk as nonfleet.
 - Do not change the fleet or nonfleet classification because of midterm changes in the number of owned autos except at the request of the insured. The policy must be cancelled and rewritten in accordance with the Cancellations Rule (Rule 8).
- C. **Primary Classifications**
- Radius Class—Determine radius on a straight line from the street address of principal garaging.**
 - Local—Up to 50 Miles—**The auto is not regularly operated beyond a radius of 50 miles from the street address where such auto is principally garaged.
 - Intermediate—51 to 200 miles—**The auto is operated beyond a radius of 50 miles but not regularly beyond a radius of 200 miles from the street address where such auto is principally garaged.
 - Use Class**
 - Taxicab or Similar Passenger Carrying Service—**A metered or unmetered auto with a seating capacity of eight or less that is operated for hire by the named insured or an employee, but does not pick up, transport, or discharge passengers along a route.
 - ★Limousine—**An unmarked auto that meets all of the following criteria:
 - Is hired for a minimum of three hours on a prearranged basis for special or business functions, weddings, funerals, or similar purposes.

PUBLIC TRANSPORTATION

- (2) Is operated by the named insured or an employee of the named insured in attendance as a chauffeur at the beginning and ending of the function.
- (3) Is licensed by the appropriate licensing authority, if any. ❖
- c. School Bus—An auto that carries students or other persons to and from school, or in any school activity, including games, outings, and similar school trips.
 - (1) Separate rating factors apply to
 - (a) school buses owned by political subdivisions or school districts;
 - (b) all others including independent contractors, private schools, and church owned buses.
 - (2) A policy covering a school bus may be written on an annual term for liability and collision coverages with premium prorated to reflect the actual school term if the auto is inactive during the summer. However, do not give credit for Saturdays, Sundays, or holidays or for any other periods of lay-up during the school term.
- d. Church Bus—An auto used by a church to transport persons to or from services and other church related activities. This classification does not apply to public autos used primarily for daily school activities.
- e. Intercity Bus—An auto that picks up and transports passengers on a published schedule of stops between stations located in two or more towns or cities.
- f. Urban Bus—An auto that picks up, transports, and discharges passengers at frequent local stops along a prescribed route. This classification applies only to autos operated principally within the limits of a city or town and communities contiguous to such city or town, and includes scheduled express service between points on that route.
- g. Airport Bus or Airport Limousine—An auto for hire that transports passengers between airports and other passenger stations or motels.
- h. Charter Bus—An auto chartered for special trips, touring, picnics, outings, games, and similar uses.
- i. Sightseeing Bus—An auto accepting individual passengers for a fare for sightseeing or guided tours, making occasional stops at certain points of interest and returning the passengers to the point of origin.
- j. Transportation of Athletes and Entertainers—An auto owned by a group, firm, or organization that transports its own professional athletes, musicians, or other entertainers.
- (2) If it is used to transport its own nonprofessional athletes, musicians, or entertainers, rate as a public auto not otherwise classified.
- k. Van Pools—An auto of the station wagon, van, truck, or bus type used to provide prearranged commuter transportation for employees to and from work and not otherwise used to transport passengers for a charge.
 - (1) Employer Furnished Transportation—Transportation is held out by the employer as an inducement to employment, a condition of employment, or is incident to employment.
 - (a) Employer Owned Autos—Autos owned or leased for one year or more by an employer and used to provide transportation only for his or her employees.
 - (b) Employee Owned Autos—Autos owned or leased for one year or more by an individual employee and used to provide transportation only for fellow employees of his or her employer.
 - (2) All Other—Autos that do not meet the eligibility requirements of paragraph (1) above.
- l. Transportation of Employees—Other than Van Pools—Autos of any type used to transport employees other than in van pools.
 - (1) Autos owned, or leased for one year or more, by an employer and used to transport only his or her own employees.
 - (a) Private Passenger Autos
 - Residual Bodily Injury and Property Damage Liability Coverage—Charge Private Passenger Type rates shown on the rate schedules.
 - (b) All Other Autos—Rate as a van pool.
 - (2) Autos owned or leased for one year or more by a person or organization who is in the business of transporting employees of one or more employers. Rate as public auto not otherwise classified.
- m. Social Service Agency Auto

An auto used by a government entity, civic, charitable, or social service organization to provide transportation to clients incident to the social services sponsored by the organization, including special trips and outings.

 - (1) This classification includes, for example, autos used to transport
 - (a) senior citizens or other clients to congregate meal centers, medical facilities, social functions, shopping centers;
 - (b) handicapped persons to work or rehabilitative programs;

EXCEPTIONS:

- (1) If it is used to transport other professional athletes or entertainers, rate as a charter bus.

PUBLIC TRANSPORTATION

- (c) children to day care centers and Head Start programs;
- (d) Boy Scout or Girl Scout groups to planned activities.
- (2) The following autos are eligible for this classification:
 - (a) Autos owned or leased for one year or more by the social service agency
 - (b) Autos donated to the social service agency, without a driver
- (3) Separate codes and rating factors apply to the following:
 - (a) Employee-Operated Autos—Autos operated by employees of the social service agency. If a social service auto is also operated by volunteer drivers or other nonagency employees, use the all other classification unless 80% of the use is by agency employees.
 - (b) All Other—Autos that do not meet the requirements of paragraph (a).
- n. Public Auto Not Otherwise Classified—This classification includes, but is not limited to, autos such as country club buses, cemetery buses, real estate development buses, and courtesy buses run by hotels.
- o. Primary Classifications—Rating Factors and Classification Designators—See the following tables.

PUBLIC TRANSPORTATION

FLEET

PRIMARY CLASSIFICATIONS—RATING FACTORS AND CLASSIFICATION DESIGNATORS

		Radius			
		Local Up to 50 Miles		Intermediate 51 to 200 Miles	
		RBI, PD, & PIP	Comp. & Coll.	RBI, PD, & PIP	Comp. & Coll.
Taxicabs and Limousines					
Taxicab or Similar Passenger Carrying Service	Factor CD	1.00 4189	2.70 4189	1.15 4199	3.10 4199
Limousine	Factor CD	0.40 4289	1.35 4289	.45 4299	1.55 4299
School Buses and Church Buses					
School Bus owned by Political Subdivision or School District	Factor CD	1.20 618	.50 618	1.40 619	.55 619
Other School Bus	Factor CD	1.50 628	.50 628	1.75 629	.55 629
Church Bus	Factor CD	1.00 638	1.00 638	1.15 639	1.15 639
Other Buses					
Urban Bus	Factor CD	.80 518	1.45 518	.90 519	1.65 519
Airport Bus or Airport Limousine	Factor CD	.70 528	1.55 528	.80 529	1.80 529
Intercity Bus	Factor CD	1.05 538	.95 538	1.20 539	1.10 539
Charter Bus	Factor CD	1.00 548	1.55 548	1.15 549	1.80 549
Sightseeing Bus	Factor CD	.75 558	.90 558	.85 559	1.05 559
Trans. of Athletes and Entertainers	Factor CD	.45 568	1.40 568	.50 569	1.60 569
Social Service Auto Employee-Operated	Factor CD	.55 648	1.20 648	.65 649	1.40 649
Social Service Auto All Other	Factor CD	.50 658	1.20 658	.60 659	1.40 659
Public Auto NOC	Factor CD	.55 588	1.25 588	.65 589	1.45 589

		Seating Capacity							
		1 to 8		9 to 20		21 to 60		Over 60	
		BI, PD, & PIP	PhD	BI, PD, & PIP	PhD	BI, PD, & PIP	PhD	BI, PD, & PIP	PhD
Van Pools									
Employer Furnished	Factor CD	1.00 4111	.50 4111	1.05 4112	.45 4112	1.10 4113	.40 4113	1.50 4114	.35 4114
All Other	Factor CD	1.10 4121	.65 4121	1.15 4122	.55 4122	1.35 4123	.50 4123	1.75 4124	.45 4124

Note: For statistical coding information, refer to statistical plan in use by company.

NONFLEET
PRIMARY CLASSIFICATIONS—RATING FACTORS AND CLASSIFICATION DESIGNATORS

		Radius			
		Local Up to 50 Miles		Intermediate 51 to 200 Miles	
		RBI, PD, & PIP	Comp. & Coll.	RBI, PD, & PIP	Comp. & Coll.
Taxicabs and Limousines					
Taxicab or Similar Passenger Carrying Service	Factor	1.00	2.70	1.15	3.10
	CD	4159	4159	4169	4169
Limousine	Factor	0.40	1.35	.45	1.55
	CD	4259	4259	4269	4269
School Buses and Church Buses					
School Bus owned by Political Subdivision or School District	Factor	1.20	.50	1.40	.55
	CD	615	615	616	616
Other School Bus	Factor	1.50	.50	1.75	.55
	CD	625	625	626	626
Church Bus	Factor	1.00	1.00	1.15	1.15
	CD	635	635	636	636
Other Buses					
Urban Bus	Factor	.80	1.45	.90	1.65
	CD	515	515	516	516
Airport Bus or Airport Limousine	Factor	.70	1.55	.80	1.80
	CD	525	525	526	526
Intercity Bus	Factor	1.05	.95	1.20	1.10
	CD	535	535	536	536
Charter Bus	Factor	1.00	1.55	1.15	1.80
	CD	545	545	546	546
Sightseeing Bus	Factor	.75	.90	.85	1.05
	CD	555	555	556	556
Trans. of Athletes and Entertainers	Factor	.45	1.40	.50	1.60
	CD	565	565	566	566
Social Service Auto Employee-Operated	Factor	.55	1.20	.65	1.40
	CD	645	645	646	646
Social Service Auto All Other	Factor	.50	1.20	.60	1.40
	CD	655	655	656	656
Public Auto NOC	Factor	.55	1.25	.65	1.45
	CD	585	585	586	586

		Seating Capacity							
		1 to 8		9 to 20		21 to 60		Over 60	
		BI, PD, & PIP	PhD	BI, PD, & PIP	PhD	BI, PD, & PIP	PhD	BI, PD, & PIP	PhD
Van Pools									
Employer Furnished	Factor	1.00	.50	1.05	.45	1.10	.40	1.50	.35
	CD	4111	4111	4112	4112	4113	4113	4114	4114
All Other	Factor	1.10	.65	1.15	.55	1.35	.50	1.75	.45
	CD	4121	4121	4122	4122	4123	4123	4124	4124

Note: For statistical coding information, refer to statistical plan in use by company.

PUBLIC TRANSPORTATION**D. Secondary Classifications—Seating Capacity**

1. Use the seating capacity specified by the manufacturer of the auto unless a public authority rules otherwise.
2. Do not include the driver's seat when determining seating capacity.

These classifications do not apply to taxicabs, limousines (except airport limousines), and van pools.

**Secondary Factor to Be
Combined with Primary
Residual Bodily Injury
and Property Damage
Liability & PIP Factor**

**School
Buses and
Church**

Class Designator	Seating Capacity	Church Buses	Other Buses
1	1 to 8	+.00	-.20
2	9 to 20	+.10	-.15
3	21 to 60	+.25	+.15
4	Over 60	+.50	+.40
9	All Other— Not Secondary Rated		

**Secondary Factor to Be
Combined with Primary
Physical Damage Factor**

**School
Buses and
Church
Buses**

Class Designator	Seating Capacity	Church Buses	Other Buses
1	1 to 8	+.00	+.00
2	9 to 20	+.00	+.00
3	21 to 60	+.00	+.00
4	Over 60	+.00	+.00
9	All Other— Not Secondary Rated		

- E. If a truck, tractor, or trailer is rated as a public auto, determine the seating capacity from the size as follows:

Size Class	Seating Capacity
Light	1–8
Medium	9–20
Heavy	21–60
Extra Heavy	Over 60

**Rules 94–130. RESERVED FOR FUTURE
USE**

PUBLIC TRANSPORTATION AUTOS WORKSHEET

Coverage	Base Rate (Rate Schedules and Rule 55)	Physical Damage Deductible Amount (Rule 57)	Fleet Factor (Rule 92)	Primary Rating Factor (Rule 93)	Secondary Rating Factor (Rule 93)	Increased Limits Factor (Rule 52)	PIP Deductible Factor (Rule 57)	Experience Rating Modification (Rule 54) or Additional Charges (Rule 53)	Certified Risk Factor (Rule 3)	Whole Dollar Premium
RBI LIAB.		NA	X	X (_____ +/- _____)			NA	X	X	= _____
PD LIAB.		NA	X	X (_____ +/- _____)			NA	X	X	= _____
PIP		NA	X	X (_____ +/- _____)		NA	X	X	X	= _____
UM		NA	NA	NA	NA	X	NA	NA	NA	= _____
UIM		NA	NA	NA	NA	X	NA	NA	NA	= _____
COMP.	X	X	X	X (_____ +/- _____)		NA	NA	X	NA	= _____
COLL.	X		NA	X (_____ +/- _____)		NA	NA	X	NA	= _____
TOTAL										=

Refer to Rule 92. Premium Development for comprehensive premium development instructions.

NOTES

HAWAII JOINT UNDERWRITING PLAN MANUAL
SPECIAL TYPES AND OPERATIONS CHAPTER

Rule 131. ELIGIBILITY

This Chapter applies to all autos that are not classified and rated in other chapters.

Rule 132. PREMIUM DEVELOPMENT

The residual bodily injury and property damage liability, personal injury protection coverage, and physical damage coverage premiums for autos and equipment will be determined as follows:

- A. Refer to the territory definitions to determine the rating territory in which the auto will be principally garaged.
- B. Follow the rating instructions from the applicable rule.
- C. Refer to Rule 51 in the Commercial General Rules Chapter of this Manual for further development of the total premium.

Note: Autos rated under this Chapter are subject to the all other risks increased limits factors in Rule 52 irrespective of the base rate used in developing the premium.

Rule 133. AMBULANCE SERVICES

- A. A policy written in accordance with this Rule will not be endorsed to exclude coverages required under Chapter 431:10C, Hawaii Revised Statutes.
- B. The policy must exclude coverage for bodily injury to any volunteer worker engaged in rescue squad or ambulance corps operations. Attach the appropriate Emergency Services—Volunteer Firefighters' and Workers' Injuries Excluded endorsement.
- C. The policy must exclude coverage for bodily injury or property damage that results from providing or failing to provide any professional service. Attach the appropriate Professional Services Not Covered endorsement.
- D. **Premium Development—Residual Bodily Injury and Property Damage Liability and Personal Injury Protection Coverages**

Multiply the Trucks, Tractors, and Trailers base rate on the rate schedules by 1.75.

- E. **Premium Development—Physical Damage Coverage**

Multiply the Trucks, Tractors, and Trailers rate on the rate schedules for the appropriate size class by the following factors:

Comprehensive	Collision
.40	.60

**Rule 134. DRIVER TRAINING PROGRAMS—
EDUCATIONAL INSTITUTIONS AND
COMMERCIAL DRIVING SCHOOLS**

- A. **Driver Training Programs—Educational Institutions**

1. Eligibility

This section applies to private passenger autos used for driver training as part of a school curriculum.

2. **Premium Development—Residual Bodily Injury and Property Damage Liability, Personal Injury Protection, and Collision Coverages**
 - a. For autos equipped with dual controls, multiply the Private Passenger Types base rate on the rate schedules by .50. There must be dual brakes to qualify as dual control.
 - b. For autos not equipped with dual controls, multiply the Private Passenger Types base rate on the rate schedules by 1.00.
3. **Premium Development—Comprehensive Coverage**
Multiply the Private Passenger Types rate on the rate schedules by .85.
4. **Premium Development—All Other Coverages**
Charge the Private Passenger Types rate.
5. A policy covering autos used by schools in driver training programs may be written on an annual term for liability coverage with premium prorated to reflect the actual school term. However, do not give credit for Saturdays, Sundays, or holidays or for any other periods of lay-up during the school term.

- B. **Commercial Driving Schools**

1. Eligibility

This section applies to autos used by driving schools to give driving instruction.

2. **Premium Development—Residual Bodily Injury and Property Damage Liability and Personal Injury Protection Coverages**
Owned Private Passenger Autos
 - a. For autos equipped with dual controls, multiply the Private Passenger Types base rate on the rate schedules by 1.00. There must be dual brakes to qualify as dual control.
 - b. For autos not equipped with dual controls, multiply the Private Passenger Types base rate on the rate schedules by 2.00.

3. **Premium Development—Collision Coverage**

Owned Private Passenger Autos

- a. For autos equipped with dual controls, multiply the Private Passenger Types rate on the rate schedules by .75. There must be dual brakes to qualify as dual control.
- b. For autos not equipped with dual controls, multiply the Private Passenger Types rate on the rate schedules by 1.50.

4. **Premium Development—All Other Coverages**

Charge the Private Passenger Types rate.

5. **All Other Types of Owned Autos**

Refer to Rule 2 for rating.

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SPECIAL TYPES**Rule 135. FIRE DEPARTMENTS**

A. A policy written in accordance with this Rule will not be endorsed to exclude coverages required under Chapter 431:10C, Hawaii Revised Statutes.

B. Eligibility

1. This Rule applies to autos used for firefighting purposes.
2. The policy must exclude coverage for bodily injury to any volunteer fireman or volunteer worker engaged in firefighting, rescue squad, or ambulance corps operations. Attach the appropriate Emergency Services—Volunteer Firefighters' and Workers' Injuries Excluded endorsement.
3. The policy must exclude coverage for bodily injury or property damage that results from providing or failing to provide any professional service. Attach the appropriate Professional Services Not Covered endorsement.

C. Premium Development—Residual Bodily Injury and Property Damage Liability and Personal Injury Protection Coverages

1. Private Passenger Autos
Multiply the Private Passenger Types base rate on the rate schedules by .80.
2. Trailer Types
Classify and rate according to Rule 72.
3. All Other Types
Multiply the Trucks, Tractors, and Trailers base rate on the rate schedules by .90.

D. Premium Development—Physical Damage Coverage

1. Private Passenger Autos
Multiply the Private Passenger Types rate on the rate schedules by the following factors:

Comprehensive	Collision
.40	.45
2. All Other Types
Multiply the Trucks, Tractors, and Trailers rate on the rate schedules for the appropriate size class by the following factors:

Comprehensive	Collision
.35	.35

Rule 136. FUNERAL DIRECTORS**A. Eligibility**

1. This Rule applies to autos owned or used by a funeral director.
2. The policy must exclude coverage for bodily injury or property damage that results from providing or failing to provide any professional service. Attach the appropriate Professional Services Not Covered endorsement.

B. Premium Development—Residual Bodily Injury and Property Damage Liability and Personal Injury Protection Coverages

1. Limousines
Multiply the Private Passenger Types base rate on the rate schedules by .70.
2. Hearses and Flower Cars
Multiply the Trucks, Tractors, and Trailers base rate on the rate schedules by .55.
3. Combination Hearses and Ambulances
Classify and rate the auto according to the Ambulance Services Rule (Rule 133).
4. Autos Used for Other Purposes
Classify and rate the auto according to its regular use.

C. Premium Development—Physical Damage Coverage

1. Limousines
Multiply the Private Passenger Types rate on the rate schedules by .60.
2. Hearses and Flower Cars
Multiply the Trucks, Tractors, and Trailers rate on the rate schedules for the appropriate size class by the following factors:

Comprehensive	Collision
.50	.45
3. Combination Hearses and Ambulances
Classify and rate the auto according to the Ambulance Services Rule (Rule 133).
4. Autos Used for Other Purposes
Classify and rate the auto according to its regular use.

Rule 137. LAW ENFORCEMENT AGENCIES

A. A policy written in accordance with this Rule will not be endorsed to exclude coverages required under Chapter 431:10C, Hawaii Revised Statutes.

B. Eligibility

1. This Rule applies to autos used by government agencies, or by public or private police or security services.
2. The policy must exclude coverage for bodily injury to any volunteer worker engaged in rescue squad or ambulance corps operations. Attach the appropriate Emergency Services—Volunteer Firefighters' and Workers' Injuries Excluded endorsement.
3. The policy must exclude coverage for bodily injury or property damage that results from providing or failing to provide any professional service. Attach the appropriate Professional Services Not Covered endorsement.

SPECIAL TYPES**C. Premium Development—Residual Bodily Injury and Property Damage Liability and Personal Injury Protection Coverages**

1. Private Passenger Autos

Multiply the Private Passenger Types base rate on the rate schedules by 1.15.

2. Trailer Types

Classify and rate according to Rule 72.

3. All Other Types

Multiply the Trucks, Tractors, and Trailers base rate on the rate schedules by 1.40.

D. Premium Development—Physical Damage Coverage

1. Private Passenger Autos

Multiply the Private Passenger Types rate on the rate schedules by the following factors:

Comprehensive	Collision
.90	1.00

2. Trailer Types

Classify and rate according to Rule 72.

3. All Other Types

Multiply the Trucks, Tractors, and Trailers rate on the rate schedules for the appropriate size class by the following factors:

Comprehensive	Collision
.90	.90

Rule 138. LEASING OR RENTAL CONCERNS**A. General**

1. Autos Leased or Rented to Others with Drivers

Commercial autos will be classified and rated in accordance with the Truckers Rule (Rule 74). All other autos will be classified on the basis of use as set forth in the Public Auto Classifications Rule (Rule 93) and rated accordingly.

2. Autos Leased or Rented to Others Without Drivers

For rating purposes, autos leased by the named insured that are to be rented to others will be considered owned by the auto leasing or rental concern and rated under the provisions of this Rule.

3. For commercial autos leased or rented to truckers and public autos leased or rented to public transportation operations, refer to Rule 2.

4. ★This Rule does not apply to personal vehicle-sharing program facilitators.❖

B. Premium Development—Residual Bodily Injury and Property Damage Liability, Personal Injury Protection, Comprehensive, and Collision Coverages

The premium for risks engaged in leasing or renting autos or trailers to others without drivers is to be determined on the basis of the territory in which the auto is principally garaged and in accordance with the following provisions:

1. Specified Auto Basis—Autos Leased for One Year or More—Coverage for Owner and Rentee

a. Private passenger and commercial autos and commercial trailers will be rated at the classification rate applicable to the lessee.

b. Private passenger and commercial autos and commercial trailers awaiting assignment or re-assignment will be rated as follows:

(1) Private Passenger—Multiply the Private Passenger Types rate shown on the rate schedules by 1.00.

(2) Multiply the Trucks, Tractors, and Trailers rate on the rate schedules by the following factors:

(a) Trucks or Tractors	4.00
(b) Trailers	.25
(c) Semitrailers	.25
(d) Service Trailers	.25

c. Trailers Designed for Use with Private Passenger Autos

(1) Mobile Home Trailers—Multiply the Trucks, Tractors, and Trailers rate on the rate schedules by .40.

(2) All Others—Charge \$13 for residual bodily injury, \$20,000/40,000 limit and \$5 property damage, \$10,000 limit.

2. Specified Auto Basis—Autos Rented by the Hour, Day, Week, or Month—Coverage for Owner and Rentee

a. Rate each auto as follows:

(1) Private Passenger—Multiply the Residual Bodily Injury and Property Damage Liability and Personal Injury Protection Private Passenger Types base rate on the rate schedules by 3.50.

(2) Private Passenger—Multiply the Physical Damage Private Passenger Types rate on the rate schedules for Age Group 1, \$15,001—16,250 Original Cost New, by the following factors:

Comprehensive	Collision
.509	1.389

(3) Multiply the Trucks, Tractors, and Trailers rate on the rate schedules by the following factors:

	RBI and PD Liability and PIP	Physical Damage
Trucks	2.50	4.30
Tractors	2.75	4.30
Trailers	.10	.20
Semitrailers	.10	.20
Service Trailers	.10	.20

SPECIAL TYPES

- (4) Motor Homes—Multiply the premium developed by the Motor Homes Rule (Rule 32) by the following factors:

RBI and PD Liability and PIP	Physical Damage
2.00	3.00

- b. Trailers Designed for Use with Private Passenger Autos

The charge per trailer is as follows:

Mobile Home Trailers—Multiply the Trucks, Tractors, and Trailers rate shown on the rate schedules by .80.

All Others—Charge \$26 for residual bodily injury, \$20,000/40,000 limit and \$9 property damage, \$10,000 limit.

C. Endorsements

Attach the applicable Hawaii Leasing or Rental Concerns—Exclusion of Certain Leased Autos endorsement if any lessees or rentees are required to provide primary insurance for the leasing or rental concern.

Rule 139. MOBILE OR FARM EQUIPMENT**A. Eligibility**

- Coverage is only provided for mobile equipment and farm equipment that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where the auto is licensed or principally garaged.
- Operations coverage is not provided for any equipment except equipment described in B.1.f.(1) below.

B. Definitions

- Mobile Equipment

Mobile equipment includes the following vehicles:

- Bulldozers, forklifts, and other vehicles designed for use principally off public roads
- Vehicles maintained for use solely on or next to premises the insured owns or rents
- Vehicles that travel on crawler treads
- Vehicles maintained primarily to provide mobility to permanently mounted
 - power cranes, shovels, loaders, diggers, or drills; or
 - road construction or resurfacing equipment such as graders, scrapers, or rollers.
- Vehicles that are not self-propelled and are maintained primarily to provide mobility to permanently mounted
 - air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or
 - cherry pickers and similar devices used to raise or lower workers.

- f. Self-propelled vehicles not described above with the following types of permanently attached equipment:

- Equipment designed primarily for
 - snow removal;
 - road maintenance, but not construction or resurfacing;
 - street cleaning.
- Cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers
- Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment

- g. Other commercial vehicles maintained primarily for purposes other than the transportation of persons or cargo

2. Farm Equipment

Farm equipment includes farm tractors, harvesting combines, power driven lawn mowers, and other self-propelled farm equipment used for farming purposes.

C. Premium Development—Residual Bodily Injury and Property Damage Liability and Personal Injury Protection Coverages

- Equipment Owned and Leased for Six Months or Longer

Multiply the Trucks, Tractors, and Trailers base rates displayed on the rate schedules by the following factor:

Mobile Equipment	Farm Equipment
1.000	0.150

- Equipment Leased for Less than Six Months

Refer to Rule 2.

D. Premium Development—Physical Damage Coverage

- Equipment Owned and Leased for Six Months or Longer

Multiply the Trucks, Tractors, and Trailers rates displayed on the rate schedules for the appropriate size class by the following factor:

	Mobile Equipment	Farm Equipment
Comprehensive	0.600	0.450
Collision	0.650	0.300

- Equipment Leased for Less than Six Months

Refer to Rule 2.

Rule 140. MOTOR HOMES**A. Motor Homes**

A motor home is a self-propelled auto with a living area that is an integral part of the auto chassis. The living area typically consists of cooking, dining, sleeping, plumbing, and refrigeration facilities.

B. Residual Bodily Injury and Property Damage Liability and Personal Injury Protection Coverages

1. Overall length not exceeding 22 feet—Multiply the Trucks, Tractors and Trailers nonfleet base rate on the rate schedules by .60.
2. Overall length exceeding 22 feet—Multiply the Trucks, Tractors, and Trailers nonfleet base rate on the rate schedules by .75.
3. Primary and secondary rating factors and fleet factors do not apply.

C. Uninsured and Underinsured Motorists Coverage

Refer to Rule 55 for development of premium.

D. Physical Damage Coverage

1. Overall length not exceeding 22 feet—Multiply the Trucks, Tractors, and Trailers nonfleet rate on the rate schedules for the appropriate size class by .50.
2. Overall length exceeding 22 feet—Multiply the Trucks, Tractors, and Trailers nonfleet rate on the rate schedules for the appropriate size class by .50.

Rule 141. ANTIQUE AUTOS**A. Antique Autos**

An antique auto is an auto of the private passenger type that is 25 or more years old that is maintained solely for use in exhibitions, club activities, parades, and other functions of public interest, and occasionally used for other purposes.

B. Residual Bodily Injury and Property Damage Liability and Personal Injury Protection Coverages

Multiply the otherwise applicable Private Passenger Types rate by .14, subject to a minimum premium of \$12 for residual bodily injury, \$20,000/40,000 limit; \$5 property damage, \$10,000 limit; and \$4 personal injury protection, \$10,000 limit.

C. Uninsured and Underinsured Motorists Coverages

Refer to Rule 55 for development of premium.

D. Physical Damage Coverage

1. Coverage is not provided on an agreed value basis.
Comprehensive Rate—\$.56 per \$100 of insurance.
Collision Rate—\$.49 per \$100 of insurance.
2. Refer to Rule 57 for \$100 deductible comprehensive and collision factor. This is the only deductible option available. Multiply the rates determined above by the appropriate factor.

E. Attach the Stated Amount Insurance Endorsement.**Rules 142–150. RESERVED FOR FUTURE USE**

HAWAII JOINT UNDERWRITING PLAN MANUAL
COMMERCIAL AUTO RESIDUAL BODILY INJURY AND PROPERTY DAMAGE LIABILITY,
UNINSURED AND UNDERINSURED MOTORISTS, AND
PERSONAL INJURY PROTECTION RATES

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HAWAII JOINT UNDERWRITING PLAN MANUAL

COMMERCIAL AUTO LIABILITY RATES

\$20,000/40,000 Split Limit Bodily Injury and \$10,000 Property Damage and \$10,000 PIP

TRUCKS, TRACTORS, AND TRAILERS

Territory	Nonfleet			Fleet		
	Residual BI Liability	PD Liability	PIP	Residual BI Liability	PD Liability	PIP
01	\$298	\$202	\$192	\$327	\$213	\$192
03	192	121	164	212	126	164
04	175	111	157	192	116	157
05	187	119	225	205	124	225

PRIVATE PASSENGER TYPES

Territory	Residual BI Liability	PD Liability	PIP
01	\$547	\$259	\$293
03	478	181	285
04	476	181	290
05	497	209	323

VAN POOLS

Territory	Residual BI Liability	PD Liability	PIP
01	\$414	\$281	\$207
03	267	168	177
04	243	154	170
05	260	165	243

TAXICABS AND LIMOUSINES

Territory	Residual BI Liability	PD Liability	PIP
01	\$1,190	\$489	\$ 881
03	772	294	755
04	698	267	724
05	750	286	1,039

SCHOOL AND CHURCH BUSES

Territory	Residual BI Liability	PD Liability	PIP
01	\$265	\$206	\$271
03	172	124	232
04	156	113	223
05	167	121	320

HAWAII JOINT UNDERWRITING PLAN MANUAL

COMMERCIAL AUTO LIABILITY RATES

\$20,000/40,000 Split Limit Bodily Injury and \$10,000 Property Damage

OTHER BUSES

Territory	Residual BI Liability	PD Liability	PIP
01	\$1,137	\$553	\$823
03	737	331	705
04	668	303	675
05	718	324	970

UNINSURED MOTORISTS

Rate per Auto \$20,000/40,000 Limits					
Stacked			Nonstacked		
PPT	Public Autos	All Other	PPT	Public Autos	All Other
\$62	\$95	\$37	\$31	\$47	\$19

UNDERINSURED MOTORISTS

Rate per Auto \$20,000/40,000 Limits					
Stacked			Nonstacked		
PPT	Public Autos	All Other	PPT	Public Autos	All Other
\$117	\$220	\$88	\$58	\$110	\$44

HAWAII JOINT UNDERWRITING PLAN MANUAL
COMMERCIAL AUTO PHYSICAL DAMAGE RATES

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HAWAII JOINT UNDERWRITING PLAN MANUAL
COMMERCIAL AUTO PHYSICAL DAMAGE RATES
PRIVATE PASSENGER TYPE AUTOS

Original Cost New	Age Group	\$100 Deductible Comprehensive				\$250 Deductible Collision			
		Territory				Territory			
		01	03	04	05	01	03	04	05
\$0–6,500	1	\$50	\$32	\$44	\$27	\$320	\$326	\$313	\$389
	2,3	45	28	39	24	288	294	282	350
	4,5	40	25	35	22	256	261	250	311
	6	32	20	28	18	208	212	203	253
6,501–8,000	1	66	42	58	36	376	384	368	458
	2,3	59	38	52	32	338	346	331	412
	4,5	53	34	46	29	301	307	294	366
	6	43	27	38	23	244	250	239	298
8,001–9,000	1	80	51	70	44	410	419	401	499
	2,3	72	46	63	39	369	377	361	449
	4,5	64	41	56	35	328	335	321	399
	6	52	33	46	28	266	272	261	324
9,001–10,000	1	90	58	79	49	436	445	427	531
	2,3	81	52	72	44	393	401	384	478
	4,5	72	46	64	39	349	356	342	425
	6	59	37	52	32	284	290	277	345
10,001–11,250	1	102	65	89	55	459	468	449	559
	2,3	91	58	80	50	413	422	404	503
	4,5	81	52	71	44	367	375	359	447
	6	66	42	58	36	298	305	292	363
11,251–12,500	1	113	72	99	62	481	492	471	586
	2,3	102	65	89	55	433	442	424	528
	4,5	90	57	79	49	385	393	377	469
	6	73	47	64	40	313	319	306	381
12,501–13,750	1	123	79	108	67	508	518	497	618
	2,3	111	71	98	61	457	467	447	556
	4,5	99	63	87	54	406	415	397	495
	6	80	51	70	44	330	337	323	402
13,751–15,000	1	135	86	118	73	534	545	523	650
	2,3	121	77	106	66	481	491	470	585
	4,5	108	69	95	59	427	436	418	520
	6	88	56	77	48	347	354	340	423
15,001–16,250	1	147	94	129	80	560	572	548	682
	2,3	132	84	116	72	504	515	493	614
	4,5	118	75	103	64	448	458	439	546
	6	96	61	84	52	364	372	356	444
16,251–17,500	1	161	102	142	88	587	599	574	714
	2,3	145	92	127	79	528	539	517	643
	4,5	129	82	113	70	469	479	459	572
	6	105	67	92	57	381	389	373	464
17,501–18,750	1	177	113	155	96	617	630	604	751
	2,3	159	101	140	87	555	567	543	676
	4,5	142	90	124	77	493	504	483	601
	6	115	73	101	63	401	409	392	488

HAWAII JOINT UNDERWRITING PLAN MANUAL
COMMERCIAL AUTO PHYSICAL DAMAGE RATES
PRIVATE PASSENGER TYPE AUTOS

Original Cost New	Age Group	\$100 Deductible Comprehensive				\$250 Deductible Collision			
		Territory				Territory			
		01	03	04	05	01	03	04	05
18,751–20,000	1	\$192	\$122	\$169	\$105	\$647	\$660	\$633	\$788
	2,3	173	110	152	94	582	594	570	709
	4,5	154	98	135	84	517	528	506	630
	6	125	79	110	68	420	429	411	512
20,001–22,000	1	210	134	184	114	684	699	670	834
	2,3	189	120	166	103	616	629	603	750
	4,5	168	107	148	92	547	559	536	667
	6	136	87	120	74	445	454	435	542
22,001–24,000	1	232	147	204	126	729	745	714	889
	2,3	208	133	183	114	656	670	643	800
	4,5	185	118	163	101	584	596	571	711
	6	151	96	132	82	474	484	464	578
24,001–26,000	1	252	160	222	138	771	787	754	939
	2,3	227	144	199	124	694	708	679	845
	4,5	202	128	177	110	617	630	604	751
	6	164	104	144	89	501	512	490	610
26,001–28,000	1	272	173	239	148	812	829	795	989
	2,3	245	156	215	133	731	746	715	890
	4,5	218	138	191	119	650	664	636	791
	6	177	112	155	96	528	539	517	643
28,001–30,000	1	291	185	256	159	854	872	835	1,040
	2,3	262	167	230	143	768	785	752	936
	4,5	233	148	205	127	683	697	668	832
	6	189	120	166	103	555	567	543	676
30,001–33,000	1	315	200	277	172	902	922	883	1,099
	2,3	283	180	249	155	812	829	795	989
	4,5	252	160	221	137	722	737	707	879
	6	205	130	180	112	587	599	574	714
33,001–36,000	1	343	218	301	187	951	972	931	1,159
	2,3	308	196	271	168	856	874	838	1,043
	4,5	274	174	241	149	761	777	745	927
	6	223	142	196	121	618	631	605	753
36,001–40,000	1	374	238	329	204	1,000	1,021	979	1,218
	2,3	337	214	296	184	900	919	881	1,096
	4,5	299	191	263	163	800	817	783	975
	6	243	155	214	133	650	664	636	792
40,001–45,000	1	414	263	364	226	1,060	1,083	1,038	1,292
	2,3	372	237	327	203	954	975	934	1,162
	4,5	331	211	291	181	848	866	830	1,033
	6	269	171	236	147	689	704	675	840
45,001–50,000	1	457	291	402	249	1,124	1,148	1,100	1,369
	2,3	412	262	362	225	1,012	1,033	990	1,232
	4,5	366	233	322	200	899	919	880	1,096
	6	297	189	261	162	731	746	715	890

HAWAII JOINT UNDERWRITING PLAN MANUAL
COMMERCIAL AUTO PHYSICAL DAMAGE RATES
PRIVATE PASSENGER TYPE AUTOS

Original Cost New	Age Group	\$100 Deductible Comprehensive				\$250 Deductible Collision			
		Territory				Territory			
		01	03	04	05	01	03	04	05
50,001–60,000	1	\$521	\$332	\$458	\$284	\$1,214	\$1,240	\$1,189	\$1,479
	2,3	469	299	412	256	1,093	1,116	1,070	1,331
	4,5	417	265	367	228	972	992	951	1,183
	6	339	216	298	185	789	806	773	962
60,001–70,000	1	605	385	532	330	1,331	1,359	1,303	1,621
	2,3	545	347	479	297	1,198	1,223	1,172	1,459
	4,5	484	308	425	264	1,065	1,087	1,042	1,297
	6	393	250	346	215	865	884	847	1,054
70,001–80,000	1	688	438	605	375	1,448	1,478	1,417	1,763
	2,3	620	394	544	338	1,303	1,331	1,275	1,587
	4,5	551	350	484	300	1,158	1,183	1,133	1,411
	6	447	285	393	244	941	961	921	1,146

For vehicles with OCN above \$80,000:

Comprehensive:

1. Increase 10.43 by 1.25 for each \$10,000 or fraction of \$10,000 above \$80,000 of OCN.
2. Apply this factor to the \$6,501–\$8,000 OCN rate.

Collision:

1. Increase 3.85 by 0.30 for each \$10,000 or fraction of \$10,000 above \$80,000 of OCN.
2. Apply this factor to the \$6,501–\$8,000 OCN rate.

HAWAII JOINT UNDERWRITING PLAN MANUAL
COMMERCIAL AUTO PHYSICAL DAMAGE RATES

LIGHT TRUCKS
Single Unit Vehicles under 10,000 Lbs. GVW
All Territories

Comprehensive—All Operations	1.00
Collision—Except Dumping Operations	1.00
Collision—Dumping Operations	1.50

Original Cost New	Age Group	\$100 Deductible Comprehensive	\$250 Deductible Collision
\$0–3,000	1	\$14	\$ 75
	2,3	13	68
	4,5	11	60
	6	9	49
3,001–4,500	1	22	120
	2,3	20	108
	4,5	18	96
	6	14	78
4,501–6,000	1	28	150
	2,3	25	135
	4,5	22	120
	6	18	98
6,001–8,000	1	38	207
	2,3	34	186
	4,5	30	166
	6	25	135
8,001–10,000	1	48	263
	2,3	43	236
	4,5	38	210
	6	31	171
10,001–15,000	1	64	345
	2,3	58	311
	4,5	51	276
	6	42	224
Over 15,000	1	92	435
	2,3	83	392
	4,5	74	348
	6	60	283

HAWAII JOINT UNDERWRITING PLAN MANUAL
COMMERCIAL AUTO PHYSICAL DAMAGE RATES

MEDIUM TRUCKS
Single Unit Vehicles over 10,000 Lbs. but under 20,000 Lbs. GVW
All Territories

Comprehensive—All Operations	1.00
Collision—Except Dumping Operations	1.00
Collision—Dumping Operations	1.50

Original Cost New	Age Group	\$100 Deductible Comprehensive	\$250 Deductible Collision
\$0–4,500	1	\$13	\$ 57
	2,3	12	51
	4,5	11	46
	6	9	37
4,501–6,000	1	22	104
	2,3	20	94
	4,5	18	83
	6	14	68
6,001–8,000	1	30	142
	2,3	27	128
	4,5	24	114
	6	19	93
8,001–10,000	1	37	182
	2,3	34	164
	4,5	30	146
	6	24	118
10,001–15,000	1	52	244
	2,3	47	220
	4,5	41	196
	6	34	159
15,001–20,000	1	66	286
	2,3	59	257
	4,5	53	229
	6	43	186
Over 20,000	1	88	338
	2,3	79	304
	4,5	70	270
	6	57	220

HAWAII JOINT UNDERWRITING PLAN MANUAL

COMMERCIAL AUTO PHYSICAL DAMAGE RATES

HEAVY TRUCKS AND TRUCK-TRACTORS

Single Unit Vehicles over 20,000 Lbs. but under 45,000 Lbs. GVW

Combination Unit Vehicles Under 45,000 Lbs. GCW

All Territories

Comprehensive—All Operations	1.00
Collision—Except Dumping Operations	1.00
Collision—Dumping Operations	1.50

Original Cost New	Age Group	\$100 Deductible Comprehensive	\$250 Deductible Collision
\$0–8,000	1	\$16	\$ 77
	2,3	14	69
	4,5	13	61
	6	10	50
8,001–10,000	1	25	128
	2,3	22	115
	4,5	20	102
	6	16	83
10,001–15,000	1	35	170
	2,3	32	153
	4,5	28	136
	6	23	111
15,001–20,000	1	49	206
	2,3	44	185
	4,5	39	165
	6	32	134
20,001–25,000	1	63	228
	2,3	57	205
	4,5	50	182
	6	41	148
25,001–40,000	1	91	275
	2,3	82	248
	4,5	73	220
	6	59	179
40,001–65,000	1	147	384
	2,3	132	346
	4,5	118	307
	6	96	250
Over 65,000	1	217	481
	2,3	195	433
	4,5	174	385
	6	141	313

HAWAII JOINT UNDERWRITING PLAN MANUAL
COMMERCIAL AUTO PHYSICAL DAMAGE RATES
EXTRA HEAVY TRUCKS AND TRUCK-TRACTORS
Single or Combination Units in Excess of 45,000 Lbs. GVW or GCW
All Territories

Comprehensive—All Operations 1.00
Collision—Except Dumping Operations 1.00
Collision—Dumping Operations 1.50

Original Cost New	Age Group	\$100 Deductible Comprehensive	\$250 Deductible Collision
\$0–8,000	1	\$ 13	\$ 65
	2,3	12	59
	4,5	10	52
	6	8	42
8,001–10,000	1	20	108
	2,3	18	97
	4,5	16	86
	6	13	70
10,001–15,000	1	28	142
	2,3	25	128
	4,5	22	114
	6	18	92
15,001–20,000	1	40	172
	2,3	36	155
	4,5	32	137
	6	26	112
20,001–25,000	1	51	190
	2,3	46	171
	4,5	41	152
	6	33	124
25,001–40,000	1	74	231
	2,3	67	208
	4,5	59	185
	6	48	150
40,001–65,000	1	119	322
	2,3	107	290
	4,5	95	258
	6	77	210
Over 65,000	1	176	403
	2,3	159	363
	4,5	141	323
	6	114	262

HAWAII JOINT UNDERWRITING PLAN MANUAL
COMMERCIAL AUTO PHYSICAL DAMAGE RATES
ALL TRAILERS AND SEMITRAILERS
All Territories

Comprehensive—All Operations	1.00
Collision—Except Dumping Operations	1.00
Collision—Dumping Operations	1.50

Original Cost New	Age Group	\$100 Deductible Comprehensive	\$250 Deductible Collision
\$0–1,000	1	\$ 18	\$ 110
	2,3	16	99
	4,5	15	88
	6	12	71
1,001–2,000	1	37	158
	2,3	33	142
	4,5	29	126
	6	24	103
2,001–3,000	1	61	268
	2,3	55	241
	4,5	49	214
	6	40	174
3,001–4,500	1	85	426
	2,3	77	384
	4,5	68	341
	6	56	277
4,501–6,000	1	122	632
	2,3	110	569
	4,5	98	506
	6	79	411
6,001–8,000	1	165	871
	2,3	148	784
	4,5	132	697
	6	107	566
8,001–10,000	1	214	1,136
	2,3	192	1,023
	4,5	171	909
	6	139	739
10,001–20,000	1	348	1,672
	2,3	313	1,505
	4,5	278	1,338
	6	226	1,087
20,001–40,000	1	702	2,463
	2,3	631	2,217
	4,5	561	1,970
	6	456	1,601
Over 40,000	1	1,165	3,409
	2,3	1,049	3,068
	4,5	932	2,727
	6	757	2,216

HAWAII JOINT UNDERWRITING PLAN MANUAL
COMMERCIAL AUTO PHYSICAL DAMAGE RATES
TAXIS, LIMOUSINES, AND VAN POOLS
All Territories

Original Cost New	Age Group	\$100 Deductible Comprehensive	\$250 Deductible Collision
\$0–3,000	1	\$ 28	\$ 96
	2,3	25	86
	4,5	22	76
	6	18	62
3,001–4,500	1	44	153
	2,3	40	138
	4,5	35	122
	6	29	99
4,501–6,000	1	56	191
	2,3	50	172
	4,5	45	153
	6	36	124
6,001–8,000	1	76	264
	2,3	68	237
	4,5	61	211
	6	49	171
8,001–10,000	1	96	335
	2,3	86	301
	4,5	77	268
	6	62	217
10,001–15,000	1	128	440
	2,3	115	396
	4,5	102	352
	6	83	286
Over 15,000	1	184	554
	2,3	166	499
	4,5	147	443
	6	120	360

HAWAII JOINT UNDERWRITING PLAN MANUAL
COMMERCIAL AUTO PHYSICAL DAMAGE RATES

ALL BUSES
All Territories

Original Cost New	Age Group	\$100 Deductible Comprehensive	\$250 Deductible Collision
\$0–3,000	1	\$ 55	\$ 94
	2,3	50	85
	4,5	44	75
	6	36	61
3,001–4,500	1	87	151
	2,3	78	136
	4,5	70	121
	6	57	98
4,501–6,000	1	110	188
	2,3	99	170
	4,5	88	151
	6	72	122
6,001–8,000	1	150	260
	2,3	135	234
	4,5	120	208
	6	97	169
8,001–10,000	1	188	330
	2,3	169	297
	4,5	151	264
	6	122	214
10,001–15,000	1	252	433
	2,3	227	390
	4,5	202	347
	6	164	282
Over 15,000	1	362	546
	2,3	326	492
	4,5	290	437
	6	235	355

HAWAII JOINT UNDERWRITING PLAN MANUAL

EFFECTIVE DATES

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Sec. 2. June 1, 2022
Sec. 3. June 1, 2022
Sec. 4. June 1, 2022
Sec. 5. Reserved for Future Use
Sec. 6. June 1, 2022
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Sec. 12. June 1, 2022
Sec. 13. Reserved for Future Use
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Sec. 16. Reserved for Future Use

PERSONAL AUTOMOBILE PART

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Sec. 18. June 1, 2022
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Sec. 20. June 1, 2022
Sec. 21. June 1, 2022
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Sec. 24. Reserved for Future Use
Sec. 25. June 1, 2022
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Sec. 27. June 1, 2022
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Sec. 30. Reserved for Future Use
Sec. 31. Reserved for Future Use
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COMMERCIAL AUTOMOBILE PART

Sec. 33. Reserved for Future Use
Sec. 34. Reserved for Future Use
Sec. 35. Reserved for Future Use
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Sec. 38. Reserved for Future Use
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Sec. 40. Reserved for Future Use
Sec. 41. Reserved for Future Use
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Sec. 44. Reserved for Future Use
Sec. 45. Reserved for Future Use

MANUAL OF RULES AND RATES**GENERAL RULES CHAPTER**

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Rule 7.	January 1, 2015
Rule 8.	January 1, 2015
Rule 9.	Reserved for Future Use
Rule 10.	Reserved for Future Use
Rule 11.	Reserved for Future Use
Rule 12.	Reserved for Future Use
Rule 13.	Reserved for Future Use
Rule 14.	Reserved for Future Use
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PRIVATE PASSENGER CHAPTER

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Rule 34.	Reserved for Future Use
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Rule 39.	Reserved for Future Use
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Rule 42.	Reserved for Future Use
Rule 43.	Reserved for Future Use
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Rule 45.	Reserved for Future Use
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Rule 50.	Reserved for Future Use

COMMERCIAL GENERAL RULES CHAPTER

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TRUCKS, TRACTORS, AND TRAILERS CHAPTER

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PRIVATE PASSENGER TYPES CHAPTER

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PUBLIC TRANSPORTATION CHAPTER

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Rule 95.	Reserved for Future Use
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Rule 98.	Reserved for Future Use
Rule 99.	Reserved for Future Use
Rule 100.	Reserved for Future Use
Rule 101.	Reserved for Future Use
Rule 102.	Reserved for Future Use
Rule 103.	Reserved for Future Use
Rule 104.	Reserved for Future Use
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Rule 106.	Reserved for Future Use
Rule 107.	Reserved for Future Use
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Rule 113. Reserved for Future Use
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WORKSHEETS

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Trucks, Tractors, and Trailers Worksheet	January 1, 2015
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PRIVATE PASSENGER AUTO RATE CHAPTER

Private Passenger Physical Damage Coverage Rating Worksheet	January 1, 2015
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RATES

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Multistate Offset Factors for 2022 Base Model Year

Below are the multistate 2022 Base Model Year offset factors which should be applied to the current loss costs for Model Year 2022, Symbol 11, if the multistate ISO Model Year Rating Program and the 14 Model Year Relativities are currently in effect.

Exhibits explaining the calculation of these offsets are provided on pages 12 - 25.

<u>Change In Base</u>	<u>Relativity Offset (a) (b)</u>	
	<u>Comprehensive</u>	<u>Collision</u>
Five Year (e.g.2017-2022)	0.989	1.047
Four Year (e.g.2018-2022)	0.987	1.038
Three Year (e.g.2019-2022)	0.987	1.027
Two Year (e.g.2020-2022)	0.990	1.018
One Year (e.g.2021-2022)	0.993	1.008

(a) Offsets are to be applied to the current loss costs for model year 2022, base Symbol 11.

(b) These offsets do not apply to New York and Washington which have state-specific exceptions to the multistate program. Refer to Section 4 of this document for details.