



PACIFIC GUARDIAN LIFE

POLICYHOLDER: AOAD MAUI SANDS

POLICY NO: TDI 0003000222

EFFECTIVE DATE: January 31, 2017

INITIAL PREMIUM RATE: .380 Per One Hundred Dollars of Covered Payroll

In consideration of the payment of premiums by the Policyholder, the Company agrees to pay Temporary Disability Insurance (TDI) benefits as outlined in this policy. Employees of the Policyholder are entitled to receive disability benefits under Part II of the Temporary Disability Insurance Law of the State of Hawaii (TDI Law) if they are employed in a covered class. The term Temporary Disability Insurance Law will also include:

1. amendments; and
2. regulations by the Director of the Department of Labor and Industrial Relations of the State of Hawaii; becoming effective while this policy is in force. This policy provides benefits only for the disability of:
 1. a covered employee whose disability begins while this policy is in force; and
 2. a covered employee whose employment ends while this policy is in force. In this case, the employee is eligible only if he or she:
 - a. became disabled while an "individual in current employment" (The term "individual in current employment" is defined in the TDI Law); and
 - b. has not begun working for another employer who is subjected to the TDI Law.

The Policyholder may act:

1. for; and
 2. on behalf of;
- any and all Employers named in this policy.

Every:

1. act done by;
 2. agreement make with; or
 3. notice (other than a notice of cancellation);
- given to the Policyholder will be binding on all Employers.

This Policy is the entire contract between the Company and the Policyholder. It may be changed at any time by a written agreement between the Company and the Policyholder. The provisions of this policy may be changed or waived only by:

1. the President;
 2. a Vice-President; or
 3. the Secretary; or
 4. the Assistant Secretary;
- of the Company. This must be in writing. The Company will not be bound by any other person.

PRESIDENT

The provisions on the following pages are a part of this policy.

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ELIGIBILITY FOR COVERAGE

Policyholder's Name and Address:

AOAO MAUI SANDS
3559 LOWER HONOAPIILANI ROAD
LAHAINA HI 96761

List of Employers covered by this policy:

N/A

Class(es) of employees covered by this policy:

ALL

PROVISIONS REQUIRED BY TDI LAW

This policy will cover the full liability of each Employer for providing TDI benefits to its employees. Employees have the right to enforce the liability of the Company for the payment of disability benefits. They may enforce this right by:

1. filing a separate claim; or
2. making the Company a party to the original claim.

If the Employer makes:

1. a complete payment; or
2. a partial payment;

then the Employer cannot recover this amount from the Company.

If the Company makes:

1. a complete payment; or
2. a partial payment;

then the Company cannot recover this amount from the Employer.

Even if the Employer becomes:

1. insolvent; or
2. bankrupt;

and because of this cannot make the required payments, the Company will still be responsible for making the payments due under this policy.

EMPLOYEE'S CERTIFICATE

The Company will issue to the Employer, a certificate for each employee which states the name of the Insurance Company and to whom the benefits are payable.

INFORMATION REQUIRED

The Policyholder must furnish the Company with all information which the Company may reasonably require in order to administer this policy. All:

1. documents;
2. books; and
3. records;

will be open for the Company to inspect:

1. at all reasonable times while this policy is in force; and
2. within three years after this policy has been cancelled.

CLAIMS NOTICES BY POLICYHOLDER OR EMPLOYERS

When the Policyholder or Employer receives notice of disability, the:



PACIFIC GUARDIAN LIFE

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'17 OCT 30 11:41

DISABILITY COMPENSATION
DIVISION

To: Director - Department of Labor and Industrial Relations,
P.O. Box 3769, Honolulu, Hawaii 96812

From: Pacific Guardian Life Insurance Company, Limited
1440 Kapiolani Boulevard, Honolulu, Hawaii 96814

Subject: Employer's Name: AOA MAUI SANDS
Department of Labor Account Number: 000 300 0222

Policy No: 98

This certifies that commencing not later than JANUARY 31, 2017 this company will be providing coverage as required by the Hawaii Temporary Disability Insurance Law to employees of the named employer.

Signed: *Anu M. Bae*
Title: Manager
Date: OCTOBER 23, 2017

ACCEPTED

OCT 25 2017

Dept. of Labor & Industrial Relations
STATE OF HAWAII

1. Policyholder;
2. Employer; or
3. someone on their behalf;

will give written notice of disability to the Company. This will be done:

1. as soon as it is practicable; and
2. after the first day disability benefits are payable.

This notice must have enough information to identify the Policyholder and the Employer. This notice must also provide a reasonable means for obtaining the:

1. time;
2. place;
3. circumstances; and
4. nature;

of the disability as well as the name and address of the employee. On any claim, the Policyholder or Employer must notify the Company at once as to the employee's record of employment and earnings.

COMPUTATION OF PREMIUMS

Premiums for this policy will be calculated on the "Initial Premium Rate" shown on page one of this policy.

The Company has the right to change any premium. To do this, the Company must give written notice to the Policyholder. The Company may not increase the premium rates within:

1. the first 12 months of the effective date of this policy; or
2. 12 months after any prior increase in premium rates.

However, premium rates may be changed at any time that benefits are changed due to:

1. an amendment to this policy; or
2. a change in the TDI Law.

ASSIGNMENT BY POLICYHOLDER

The:

1. assignment; or
2. transfer;

of the Policyholder's interest under this policy will not bind the Company unless the Company has agreed to the:

1. assignment; or
2. transfer;

in writing

CANCELLATION OF POLICY

The Company may cancel this policy with respect to one or more Employers at any time by furnishing written notice to:

1. the Policyholder;
2. each Employer of the employees whose insurance is being cancelled; and
3. the Director of the Department of Labor and Industrial Relations of the State of Hawaii ("the Director").

This written notice must state when cancellation will become effective. The date of cancellation may not be on a date which is less than 10 days after the notice furnished to:

1. the Director; and
2. the Employer of the employees whose insurance is being cancelled.

However, if insurance with another insurance carrier becomes effective before the cancellation date, the cancellation date will be the effective date of the other insurance.

The Company may cancel this policy:

1. on its own behalf; or
2. on the written request of the:
 - a. Policyholder; or
 - b. Employer of the employees whose insurance is being cancelled.

When the Company receives a written request for cancellation, it cancels this policy by exercising the cancellation privilege described in the first paragraph of this Section. The written request:

1. may be from:
 - a. the Policyholder with respect to the employees of any one or more Employers; or
 - b. an Employer with respect to his employees; and
2. must be received not less than 20 days before any premium due date.

The Policyholder and each Employer will be liable to the Company for all unpaid premiums. Upon cancellation of this policy, the premiums will be adjusted on a pro rata basis from the last premium due date to the date of cancellation. Any refund due will be made to the Policyholder as soon as is practicable.

STATUTORY ASSESSMENTS

The Company will pay any assessments levied in accordance with Part IV, Section 46 of the TDI Law with respect to covered wages of employees insured under this policy.

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Pacific Guardian Tower • 1440 Kapiolani Blvd, Suite 1700, Honolulu HI 96814

AOAO MAUI SANDS
3559 LOWER HONCAPIILANI ROAD
LAHAINA, HI 96761

UIR/TDI
0003000222

GROUP/ACCT#
0000036518-10002

Effective Date: 01/31/17 Mode: ANNUAL
Renewal Date: 01/31/18

Writing Agent: 0000050109
SERVCO INSURANCE SVCS.: MAUI ACCOUNT