

HB0119S05 compared with HB0119S02

~~{Omitted text}~~ shows text that was in HB0119S02 but was omitted in HB0119S05
inserted text shows text that was not in HB0119S02 but was inserted into HB0119S05

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1 **Automotive Repair Business Amendments**
2026 GENERAL SESSION
STATE OF UTAH
Chief Sponsor: Colin W. Jack
Senate Sponsor: Don L. Ipson

2 **LONG TITLE**

3 **General Description:**

4 This bill amends provisions ~~{related }~~ relating to automotive repairs.

5 **Highlighted Provisions:**

6 This bill:

7 **▸ defines "OEM aftermarket crash part";**

8 ~~{requires that a motor vehicle insurance policy contain a disclosure }~~ enacts notice requirements
relating to ~~{the use of }~~ aftermarket crash parts at the time of issuance and renewal;

9 **▸ [provides that coverage for a motor vehicle accident may not be stepped down under**
10 **certain circumstances;]**

11 **▸ {requires that } amends notice requirements relating to the written estimate when an**
insurer authorizes or specifies the use ~~{crash parts that are substantially equivalent to original~~
12 ~~equipment manufacturer }~~ of a non-OEM aftermarket ~~{repair parts }~~ part; ~~{and~~

13 **▸ [grants a motor vehicle owner a right of action against an insurer that does not use crash**
14 **parts that are substantially equivalent to original equipment manufacturer aftermarket repair**
parts; and]

HB0119S02

HB0119S02 compared with HB0119S05

13 ▶ provides that the commissioner of the Insurance Department and the Insurance
16 Department are not required to administer or enforce a provision this bill enacts; and

17 ▶ makes technical changes.

16 Money Appropriated in this Bill:

17 None

18 Other Special Clauses:

19 None

20 Utah Code Sections Affected:

21 AMENDS:

24 ~~{31A-22-302, as last amended by Laws of Utah 2013, Chapter 91}~~

25 ~~{31A-22-303, as last amended by Laws of Utah 2023, Chapter 415}~~

22 31A-22-317, as renumbered and amended by Laws of Utah 1995, Chapter 8

23 31A-22-319, as renumbered and amended by Laws of Utah 1995, Chapter 8

25 *Be it enacted by the Legislature of the state of Utah:*

29 ~~{Section 1. Section 31A-22-302 is amended to read: }~~

30 **31A-22-302. Required components of motor vehicle insurance policies -- Exceptions.**

- 32 (1) Every policy of insurance or combination of policies purchased to satisfy the owner's or operator's
33 security requirement of Section 41-12a-301 shall include:
- 34 (a) motor vehicle liability coverage under Sections 31A-22-303 and 31A-22-304;
- 35 (b) uninsured motorist coverage under Section 31A-22-305, unless affirmatively waived under
36 Subsection 31A-22-305(5);
- 37 (c) underinsured motorist coverage under Section 31A-22-305.3, unless affirmatively waived under
38 Subsection 31A-22-305.3(3);~~and~~
- 39 (d) except as provided in Subsection (2) and subject to Subsection (4), personal injury protection under
40 Sections 31A-22-306 through 31A-22-309[:]; and
- 41 when the insured purchases the policy of insurance, a clear and conspicuous disclosure of whether
42 the insurer intends to use non-OEM aftermarket crash parts or OEM aftermarket crash parts for
43 repairs.
- 44 (2) A policy of insurance or combination of policies, purchased to satisfy the owner's or operator's
security requirement of Section 41-12a-301 for a motorcycle, off-highway vehicle, street-legal

HB0119S02 compared with HB0119S05

all-terrain vehicle, trailer, or semitrailer is not required to have personal injury protection under Sections 31A-22-306 through 31A-22-309.

- 48 (3) A card issued by an insurance company as evidence of owner's or operator's security under Section
41-12a-303.2 on or after July 1, 2014, may not display the owner's or operator's address on the card.
- 51 (4)
- (a) First party medical coverages may be offered or included in policies issued to motorcycle, off-
highway vehicle, street-legal all-terrain vehicle, trailer, and semitrailer owners or operators.
- 54 (b) Owners and operators of motorcycles, off-highway vehicles, street-legal all-terrain vehicles, trailers,
and semitrailers are not covered by personal injury protection coverages in connection with injuries
incurred while operating any of these vehicles.
- 57 (5) First party medical coverage expenses shall be governed by the relative value study provisions under
Subsections 31A-22-307(2) and (3).

59 ~~{Section 2. Section 31A-22-303 is amended to read: }~~

60 **31A-22-303. Motor vehicle liability coverage.**

- 61 (1)
- (a) In addition to complying with the requirements of Chapter 21, Insurance Contracts in General, and
Part 2, Liability Insurance in General, a policy of motor vehicle liability coverage under Subsection
31A-22-302(1)(a) shall:
- 64 (i) name the motor vehicle owner or operator in whose name the policy was purchased, state
[that] the named insured's address, the coverage afforded, the premium charged, the policy
period, and the limits of liability;
- 67 (ii)
- (A) if [it] the policy is an owner's policy, designate by appropriate reference all the motor vehicles on
which coverage is granted, insure the person named in the policy, insure any other person using any
named motor vehicle with the express or implied permission of the named insured, and, except as
provided in Section 31A-22-302.5, insure any person included in Subsection (1)(a)(iii) against loss
from the liability imposed by law for damages arising out of the ownership, maintenance, or use of
these motor vehicles within the United States and Canada, subject to limits exclusive of interest and
costs, for each motor vehicle, in amounts not less than the minimum limits specified under Section
31A-22-304; or

77

HB0119S02 compared with HB0119S05

(B) if ~~[it]~~ the policy is an operator's policy, insure the person named as insured against loss from the liability imposed upon ~~[him]~~ the person by law for damages arising out of the insured's use of any motor vehicle not owned by ~~[him]~~ the person, within the same territorial limits and with the same limits of liability as in an owner's policy under Subsection (1)(a)(ii)(A);

82 (iii) except as provided in Section 31A-22-302.5, insure persons related to the named insured by blood, marriage, adoption, or guardianship who are residents of the named insured's household, including ~~[those]~~ a person who usually ~~[make their]~~ makes the person's home in the same household but temporarily ~~[live]~~ lives elsewhere, to the same extent as the named insured; and

87 ~~[(iv) where a claim is brought by the named insured or a person described in Subsection (1)(a)(iii), the available coverage of the policy may not be reduced or stepped-down because:]~~

90 ~~[(A) a permissive user driving a covered motor vehicle is at fault in causing an accident; or]~~

92 ~~[(B) the named insured or any of the persons described in Subsection (1)(a)(iii) driving a covered motor vehicle is at fault in causing an accident; and]~~

94 ~~[(v)]~~ (iv) cover damages or injury resulting from a covered driver of a motor vehicle who is stricken by an unforeseeable paralysis, seizure, or other unconscious condition and who is not reasonably aware that paralysis, seizure, or other unconscious condition is about to occur to the extent that a person of ordinary prudence would not attempt to continue driving.

99 (b) Where a named insured or a person described in Subsection (1)(a)(iii) brings a claim, the available coverage of the policy may not be reduced or stepped down because:

101 (i) a permissive user driving a covered motor vehicle is at fault in causing an accident; or

103 (ii) the named insured or any of the persons described in Subsection (1)(a)(iii) driving a covered motor vehicle is at fault in causing an accident.

105 ~~[(b)]~~ (c) The driver's liability under Subsection ~~[(1)(a)(v)]~~ (1)(a)(iv) is limited to the insurance coverage.

107 ~~[(e)]~~ (d)

(i) "Guardianship" under Subsection (1)(a)(iii) includes the relationship between a foster parent and a minor who is in the legal custody of the Division of Child and Family Services if:

110 (A) the minor resides in a foster home, as defined in Section 62A-2-101, with a foster parent who is the named insured; and

112 (B) the foster parent has signed to be jointly and severally liable for compensatory damages caused by the minor's operation of a motor vehicle in accordance with Section 53-3-211.

HB0119S02 compared with HB0119S05

- 115 (ii) "Guardianship" as defined under this Subsection [~~(1)(e)~~] (1)(d) ceases to exist when a minor
described in Subsection [~~(1)(e)(i)(A)~~] (1)(d)(i)(A) is no longer a resident of the named insured's
household.
- 118 (2)
- 120 (a) A policy containing motor vehicle liability coverage under Subsection 31A-22-302(1)(a) may:
- 122 (i) provide for the prorating of the insurance under that policy with other valid and collectible
insurance;
- 124 (ii) grant any lawful coverage in addition to the required motor vehicle liability coverage;
- (iii) if an insurer issues the policy [~~is issued~~] to a person other than a motor vehicle business, limit
the coverage afforded to a motor vehicle business or [~~its~~] the motor vehicle business's officers,
agents, or employees to the minimum limits under Section 31A-22-304, and to those instances
when there is no other valid and collectible insurance with at least those limits, whether the
other insurance is primary, excess, or contingent; and
- 130 (iv) if [~~issued~~] an insurer issues the policy to a motor vehicle business, restrict coverage afforded
to anyone other than the motor vehicle business or its officers, agents, or employees to the
minimum limits under Section 31A-22-304, and to those instances when there is no other valid
and collectible insurance with at least those limits, whether the other insurance is primary,
excess, or contingent.
- 135 (b)
- (i) The liability insurance coverage of a permissive user of a motor vehicle owned by a motor vehicle
business shall be primary coverage.
- 137 (ii) The liability insurance coverage of a motor vehicle business shall be secondary to the liability
insurance coverage of a permissive user as specified under Subsection (2)(b)(i).
- 140 (3) Motor vehicle liability coverage need not insure any liability:
- 141 (a) under any workers' compensation law under Title 34A, Utah Labor Code;
- 142 (b) resulting from bodily injury to or death of an employee of the named insured, other than a domestic
employee, while engaged in the employment of the insured, or while engaged in the operation,
maintenance, or repair of a designated vehicle; or
- 145 (c) resulting from damage to property owned by, rented to, bailed to, or transported by the insured.
- 147 (4) An insurance carrier providing motor vehicle liability coverage has the right to settle any claim
covered by the policy, and if the insurance carrier makes the settlement [~~is made~~] in good faith,

HB0119S02 compared with HB0119S05

the amount of the settlement is deductible from the limits of liability specified under Section 31A-22-304.

- 151 (5) A policy containing motor vehicle liability coverage imposes on the insurer the duty to defend, in
good faith, any person insured under the policy against any claim or suit seeking damages which
would be payable under the policy.
- 154 (6)
- (a) If a policy containing motor vehicle liability coverage provides an insurer with the defense of lack of
cooperation on the part of the insured, that defense is not effective against a third person making a
claim against the insurer, unless there was collusion between the third person and the insured.
- 158 (b) If the defense of lack of cooperation is not effective against the claimant, after payment, the insurer
is subrogated to the injured person's claim against the insured to the extent of the payment and is
entitled to reimbursement by the insured after the injured third person has been made whole with
respect to the claim against the insured.
- 163 (7)
- (a) A policy of motor vehicle coverage may limit coverage to the policy minimum limits under Section
31A-22-304 if the policy or a specifically reduced premium was extended to the insured upon
express written declaration executed by the insured that the insured motor vehicle would not be
operated by a person described in Subsection (7)(c) operating in a manner described in Subsection
(7)(b)(i).
- 168 (b)
- (i) A policy of motor vehicle liability coverage may limit coverage as described in Subsection (7)
(a) if the insured motor vehicle is operated by an individual described in Subsection (7)(c) if the
individual described in Subsection (7)(c) is guilty of:
- 172 (A) driving under the influence as described in Section 41-6a-502;
- 173 (B) impaired driving as described in Section 41-6a-502.5; or
- 174 (C) operating a vehicle with a measurable controlled substance in the individual's body as described
in Section 41-6a-517.
- 176 (ii) An individual's refusal to submit to a chemical test as described in Sections 41-6a-520 and
41-6a-520.1 is admissible evidence, but not conclusive, that the individual is guilty of an offense
described in Subsection (7)(b)(i).
- 179 (c) A reduction in coverage as described in Subsection (7)(a) applies to the following individuals:

HB0119S02 compared with HB0119S05

- 181 (i) the insured;
- 182 (ii) the spouse of the insured; or
- 183 (iii) if the individual has a separate policy as a secondary source of coverage, and:
- 184 (A) the individual is over [~~the age of 21~~] 21 years old and resides in the household of the insured; or
- 186 (B) the individual is a permissible user of the motor vehicle.
- 187 (d) A reduction in coverage as described in Subsection (7)(a) does not apply to an individual under [~~the~~
age of 21] 21 years old who is a relative of the insured and a resident of the insured's household.
- 190 (8)
- (a) When a claim is brought exclusively by a named insured or a person described in Subsection (1)(a)
(iii) and asserted exclusively against a named insured or an individual described in Subsection (1)(a)
(iii), the claimant may elect to resolve the claim:
- 194 (i) by submitting the claim to binding arbitration; or
- 195 (ii) through litigation.
- 196 (b) Once the claimant has elected to commence litigation under Subsection (8)(a)(ii), the claimant may
not elect to resolve the claim through binding arbitration under this section without the written
consent of both parties and the defendant's liability insurer.
- 199 (c)
- (i) Unless otherwise agreed on in writing by the parties, a panel of three arbitrators shall resolve a claim
that [~~is submitted~~] the parties submit to binding arbitration under Subsection (8)(a)(i) [~~shall be~~
resolved by a panel of three arbitrators].
- 202 (ii)
- (A) Unless otherwise agreed on in writing by the parties, each party shall select an arbitrator.[-]
- 204 (B) The arbitrators selected by the parties shall select a third arbitrator.
- 205 (d)
- (i) Unless otherwise agreed on in writing by the parties, each party [~~will~~] shall pay the fees and costs of
the arbitrator that party selects.[-]
- 207 (ii) Both parties shall share equally the fees and costs of the third arbitrator.
- 208 (e) Except as otherwise provided in this section, an arbitration procedure conducted under this section
shall be governed by Title 78B, Chapter 11, Utah Uniform Arbitration Act, unless otherwise agreed
on in writing by the parties.
- 211 (f)

HB0119S02 compared with HB0119S05

- (i) ~~[Discovery shall be conducted]~~ The parties shall conduct discovery in accordance with Rules 26b through 36, Utah Rules of Civil Procedure.
- 213 (ii) ~~[All]~~ The arbitration panel shall resolve all issues of discovery~~[- shall be resolved by the arbitration panel]~~.
- 215 (g) A written decision of two of the three arbitrators shall constitute a final decision of the arbitration panel.
- 217 (h) ~~[Prior to the]~~ Before the rendering of the arbitration award:
- 218 (i) the existence of a liability insurance policy may be disclosed to the arbitration panel; and
- 220 (ii) the amount of all applicable liability insurance policy limits may not be disclosed to the arbitration panel.
- 222 (i)
- (i) The amount of the arbitration award may not exceed the liability limits of all the defendant's applicable liability insurance policies, including applicable liability umbrella policies.~~[-]~~
- 225 (ii) If the initial arbitration award exceeds the liability limits of all applicable liability insurance policies, the arbitration award shall be reduced to an amount equal to the liability limits of all applicable liability insurance policies.
- 228 (j) The arbitration award is the final resolution of all claims between the parties unless the award was procured by corruption, fraud, or other undue means.
- 230 (k) If the arbitration panel finds ~~[that the action was not brought, pursued, or defended in good faith]~~ a party did not bring, pursue, or defend the action in good faith, the arbitration panel may award reasonable fees and costs against the party that failed to bring, pursue, or defend the claim in good faith.
- 234 (l) Nothing in this section is intended to limit any claim under any other portion of an applicable insurance policy.
- 236 (9) An at-fault driver or an insurer issuing a policy of insurance under this part that is covering an at-fault driver may not reduce compensation to an injured party based on the injured party not being covered by a policy of insurance that provides personal injury protection coverage under Sections 31A-22-306 through 31A-22-309.

26 Section 1. Section 31A-22-317 is amended to read:

27 **31A-22-317. Definitions.**

As used in Sections 31A-22-316 through 31A-22-319:

HB0119S02 compared with HB0119S05

- 29 (1) "Aftermarket crash part" means a replacement for any of the nonmechanical sheet metal or plastic
parts that generally constitute the exterior of a motor vehicle, including inner and outer panels.
- 32 (2) "Installer" means an individual who replaces or repairs the parts of a motor vehicle.
- 33 (3) "Insurer" means an insurance company and any person authorized to represent the insurer with
respect to a claim.
- 35 (4) "Nonoriginal equipment manufacturer" or "non-OEM" means a manufacturer of replacement parts
for a different manufacturer's equipment.
- 37 (5) "Non-OEM aftermarket crash part" means an aftermarket crash part not made for or by the
manufacturer of the motor vehicle.
- 39 (6) "OEM aftermarket crash part" means an aftermarket crash part made for or by the manufacturer of
the motor vehicle.

41 ~~{(6)}~~ (7) "Repair facility" means any motor vehicle dealer, garage, body shop, or other commercial
entity that repairs or replaces those parts that generally constitute the exterior of a motor vehicle.

44 Section 2. Section **31A-22-319** is amended to read:

45 **31A-22-319. Prohibition on insurer requiring certain parts -- Disclosure.**

242 ~~{(1)}~~ ~~Unless~~ ~~the insured is given~~ an insurer gives an insured ~~{ notice in writing an insurer may not~~
~~specify the use of non-OEM aftermarket crash parts in the repair of an insured's motor vehicle.}~~
{}

244 {+}

~~{(a) {On or after the day on which an insured makes a claim that will require the repair or replacement
of one or more parts of the insured's motor vehicle, the insurer shall give the insured notice in
writing of whether the insurer will use non-OEM aftermarket crash parts in the repair of an insured's
motor vehicle.}}~~

248 ~~{(b)}~~ The notice ~~{}~~ ~~required by~~ ~~this~~ Subsection (1) shall identify non-OEM parts as not made
for or by the vehicle manufacturer.]

250 ~~{(2)}~~ ~~{(c)}~~ Unless the ~~{}~~ consumer is given ~~{}~~ insurer gives the insured ~~{}~~ notice in writing ~~{}~~ prior
to installation ~~{}~~ in accordance with this Subsection (1) before the insured authorizes repairs ~~{}~~; a
repair facility or installer may not use non-OEM aftermarket parts to repair a vehicle.]

52 (2)

HB0119S02 compared with HB0119S05

- (a) For a policy issued on or after October 1, 2026, the insurer shall provide to the insured, at the time of issuance and renewal, a written notice stating that the insurer may authorize or specify the use of aftermarket crash parts in the event of a covered loss.
- 56 (b) An insurer may provide the notice described in Subsection (2)(a) electronically in accordance with applicable law.
- 58 (c) The notice described in Subsection (2)(a):
- 59 (i) is informational only and does not create, expand, or alter coverage or obligations under the policy;
and
- 61 (ii) shall include the following disclosure in at least 10-point font: "In the event of a covered loss, the insurer may authorize or specify the use of aftermarket crash parts supplied by a source other than the manufacturer of your vehicle. Parts used in the repair of your vehicle by a manufacturer other than the original manufacturer are required to be at least equal in kind and quality in terms of fit, quality, and performance to the original parts they are replacing."
- 254 ~~{(3){}} {(2)}~~ [In all instances where {f} non-OEM aftermarket crash parts are intended for use by an insurer {j an insurer intends to use non-OEM aftermarket crash parts }:] When an insurer authorizes or specifies the use of a non-OEM aftermarket crash part,
- 256 (a) the written estimate shall:
- 71 (a) [-]clearly identify each non-OEM aftermarket crash part;{f and}
- 257 (b) ~~[a disclosure document containing the -] contain the~~ following ~~[statements] disclosure~~ in ~~[10-point or larger type shall appear on or be -] at least 10-point font, that appears on or is~~ attached to the insured's copy of the estimate: "This estimate has been prepared based on the authorization of your insurer and the use of aftermarket crash parts [supplied by a source other than the] not made by the original manufacturer of your motor vehicle. Parts used in the repair of your vehicle that are made by a manufacturer other than the original manufacturer are required to be at least equivalent in kind and quality in terms of fit, quality, and performance. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of these parts rather than the manufacturer of your vehicle."
- 82 (4) Nothing in this section:
- 83 (a) creates an express or implied warranty by the insurer beyond the terms of the policy of insurance;
- 85 (b) requires an insurer to provide coverage for OEM aftermarket crash parts unless the coverage is expressly provided in the policy; or

HB0119S02 compared with HB0119S05

87 (c) prohibits the voluntary use of OEM aftermarket crash parts.
88 (5) Notwithstanding Sections 31A-2-101 and 31A-2-201, the department and the commissioner are not
required to administer or otherwise enforce Subsection (3).

{;and}

263 {(e) {the insurer shall ensure that the non-OEM aftermarket crash parts are substantially equivalent to
the quality, function, fit, finish, performance, weight, and metal hardness of OEM crash parts:}}

266 { ~~Ĥ~~→ (3) } {A motor vehicle owner has a right of action against an insurer that violates Subsection (2).}
{}

268 {~~(4)~~ } {If a motor vehicle owner brings an action against an insurer in accordance with } { } { ←Ĥ }
{ ~~Ĥ~~→ } { } { } {Subsection (5) and a court with jurisdiction determines that the insurer violated }
{ } { } { ←Ĥ } { ~~Ĥ~~→ } { } { } {Subsection (2), the court shall award the motor vehicle owner actual
damages caused by } { } { ←Ĥ } { ~~Ĥ~~→ } { } { } {the violation of Subsection (2).} { }

272 {~~(5)~~ (3) ←Ĥ } Notwithstanding Sections 31A-2-101 and 31A-2-201, the department and the
commissioner are not required to administer or otherwise enforce { ~~Ĥ~~→ } { } { } {Subsections} { } { }
←Ĥ } { ~~Ĥ~~→ } { } { } {Subsection } { } ←Ĥ } (2) { ~~Ĥ~~→ } { } { } {through (4)} { } { } ←Ĥ } .

90 Section 3. **Effective date.**

Effective Date.

This bill takes effect on May 6, 2026.

3-2-26 10:48 AM