Part 3
Motor Vehicle Insurance

31A-22-301 Definitions.

As used in this part:

(1)
(a) "Motor vehicle" means the same as that term is defined in Section 41-6a-102.
(b) For purposes of this chapter, "motor vehicle" includes a street-legal all-terrain vehicle.
(2) "Motor vehicle business" means a motor vehicle sales agency, repair shop, service station, storage garage, or public parking place.
(3) "Motor vehicle liability policy" means a policy which satisfies the requirements of Sections 31A-22-303 and 31A-22-304.
(4) "Motorboat" means the same as that term is defined in Section 73-18c-102.
(5) "Occupying" means being in or on a motor vehicle as a passenger or operator, or being engaged in the immediate acts of entering, boarding, or alighting from a motor vehicle.
(6) "Operator" means the same as that term is defined in Subsection 41-12a-103(7).
(7) "Owner" means the same as that term is defined in Subsection 41-12a-103(8).
(8) "Pedestrian" means any natural person not occupying a motor vehicle.
(9) "Street-legal all-terrain vehicle" means the same as that term is defined in Section 41-6a-102.

Amended by Chapter 236, 2024 General Session

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

(1) Every policy of insurance or combination of policies purchased to satisfy the owner's or operator's security requirement of Section 41-12a-301 shall include:
(a) motor vehicle liability coverage under Sections 31A-22-303 and 31A-22-304;
(b) uninsured motorist coverage under Section 31A-22-305, unless affirmatively waived under Subsection 31A-22-305(5);
(c) underinsured motorist coverage under Section 31A-22-305.3, unless affirmatively waived under Subsection 31A-22-305.3(3); and
(d) except as provided in Subsection (2) and subject to Subsection (4), personal injury protection under Sections 31A-22-306 through 31A-22-309.
(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 all-terrain vehicle, trailer, or semitrailer is not required to have personal injury protection under Sections 31A-22-306 through 31A-22-309.
(3) A card issued by an insurance company as evidence of owner's or operator's security under Section 41-12a-302 may not display the owner's or operator's address on the card.
(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.
(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.
(5) First party medical coverage expenses shall be governed by the relative value study provisions under Subsections 31A-22-307(2) and (3).

Amended by Chapter 382, 2026 General Session

31A-22-302.5 Named driver exclusions.

(1) A policy of personal lines insurance or combination of personal lines policies purchased to satisfy the owner's or operator's security requirement under Section 41-12a-301 may specifically exclude from coverage:
  (a) a person who is a resident of the named insured's household, including a person who usually makes the person's home in the same household but temporarily lives elsewhere; or
  (b) a person who usually or customarily operates the motor vehicle.
(2) The named driver exclusion under Subsection (1) is effective only if:
  (a) at the time of the proposed exclusion, each person excluded from coverage satisfies the owner's or operator's security requirement under Section 41-12a-301, independently of the named insured's proof of owner's or operator's security;
  (b) any named insured and the person excluded from coverage each provide written consent to the exclusion; and
  (c) the insurer includes the name of each person excluded from coverage in the evidence of insurance provided to an additional insured or loss payee.
(3) The provisions of Subsection (2)(a) do not apply to the named driver exclusion of the person excluded from coverage if the person's driver license has been denied, suspended, or revoked.
(4) The named driver exclusion shall remain effective until removed by the insurer.
(5) If the driver license of a person excluded from coverage under Subsection (1) has been denied, suspended, revoked, or disqualified and the person excluded from coverage subsequently operates a motor vehicle, the exclusion shall:
  (a) exclude all liability coverage and all physical damage coverage without regard to the comparative fault of the excluded driver;
  (b) proportionately reduce any benefits otherwise payable to the person excluded from coverage and to any named insured for benefits payable under uninsured motorist coverage, underinsured motorist coverage, personal injury protection coverage, and first party medical coverage to the extent the person excluded from coverage was comparatively at fault; and
  (c) if the person excluded from coverage is 50% or more at fault in causing the accident, bar both the excluded driver and any named insured from recovering any benefits under any coverage listed under Subsection (5)(b).
(6) The named driver exclusion under Subsection (1) does not apply when the person excluded from coverage is:
  (a) a non-driving passenger in a motor vehicle; or
  (b) a pedestrian.

Amended by Chapter 425, 2011 General Session

31A-22-303 Motor vehicle liability coverage.

(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:
    (i) name the motor vehicle owner or operator in whose name the policy was purchased, state that named insured's address, the coverage afforded, the premium charged, the policy period, and the limits of liability;
    (ii)

(A) if it 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

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

(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 who usually make their home in the same household but temporarily live elsewhere, to the same extent as the named insured;

(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:

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

(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

(v) 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.

(b) The driver's liability under Subsection (1)(a)(v) is limited to the insurance coverage.

(c)

(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:

(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

(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.

(ii) "Guardianship" as defined under this Subsection (1)(c) ceases to exist when a minor described in Subsection (1)(c)(i)(A) is no longer a resident of the named insured's household.

(2)

(a) A policy containing motor vehicle liability coverage under Subsection 31A-22-302(1)(a) may:

(i) provide for the prorating of the insurance under that policy with other valid and collectible insurance;

(ii) grant any lawful coverage in addition to the required motor vehicle liability coverage;

(iii) if the policy is issued to a person other than a motor vehicle business, limit the coverage afforded to a 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; and

(iv) if issued 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.

(b)

(i) The liability insurance coverage of a permissive user of a motor vehicle owned by a motor vehicle business shall be primary coverage.

(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).

(3) Motor vehicle liability coverage need not insure any liability:

(a) under any workers' compensation law under Title 34A, Utah Labor Code;

(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

(c) resulting from damage to property owned by, rented to, bailed to, or transported by the insured.

(4) An insurance carrier providing motor vehicle liability coverage has the right to settle any claim covered by the policy, and if the settlement is made in good faith, the amount of the settlement is deductible from the limits of liability specified under Section 31A-22-304.

(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.

(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.

(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.

(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).

(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:

(A) driving under the influence as described in Section 41-6a-502;

(B) impaired driving as described in Section 41-6a-502.5; or

(C) operating a vehicle with a measurable controlled substance in the individual's body as described in Section 41-6a-517.

(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).

(c) A reduction in coverage as described in Subsection (7)(a) applies to the following individuals:

(i) the insured;
(ii) the spouse of the insured; or
(iii) if the individual has a separate policy as a secondary source of coverage, and:
(A) the individual is over the age of 21 and resides in the household of the insured; or
(B) the individual is a permissible user of the motor vehicle.

(d) A reduction in coverage as described in Subsection (7)(a) does not apply to an individual under the age of 21 who is a relative of the insured and a resident of the insured's household.

(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:
(i) by submitting the claim to binding arbitration; or
(ii) through litigation.

(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.

(c)
(i) Unless otherwise agreed on in writing by the parties, a claim that is submitted to binding arbitration under Subsection (8)(a)(i) shall be resolved by a panel of three arbitrators.
(ii) Unless otherwise agreed on in writing by the parties, each party shall select an arbitrator. The arbitrators selected by the parties shall select a third arbitrator.

(d) Unless otherwise agreed on in writing by the parties, each party will pay the fees and costs of the arbitrator that party selects. Both parties shall share equally the fees and costs of the third arbitrator.

(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.

(f)
(i) Discovery shall be conducted in accordance with Rules 26b through 36, Utah Rules of Civil Procedure.
(ii) All issues of discovery shall be resolved by the arbitration panel.

(g) A written decision of two of the three arbitrators shall constitute a final decision of the arbitration panel.

(h) Prior to the rendering of the arbitration award:
(i) the existence of a liability insurance policy may be disclosed to the arbitration panel; and
(ii) the amount of all applicable liability insurance policy limits may not be disclosed to the arbitration panel.

(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. 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.

(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.

(k) If the arbitration panel finds that the action was not brought, pursued, or defended 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.

(l) Nothing in this section is intended to limit any claim under any other portion of an applicable insurance policy.

(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.

Amended by Chapter 415, 2023 General Session

31A-22-304 Motor vehicle liability policy minimum limits.

(1) A policy issued or renewed on or before December 31, 2024, containing motor vehicle liability coverage may not limit the insurer's liability under that coverage below the following:

(a)

(i) $25,000 because of liability for bodily injury to or death of one person, arising out of the use of a motor vehicle in any one accident;

(ii) subject to the limit for one person in Subsection (1)(a)(i), in the amount of $65,000 because of liability for bodily injury to or death of two or more persons arising out of the use of a motor vehicle in any one accident; and

(iii) in the amount of $15,000 because of liability for injury to, or destruction of, property of others arising out of the use of a motor vehicle in any one accident; or

(b) $80,000 in any one accident whether arising from bodily injury to or the death of others, or from destruction of, or damage to, the property of others.

(2) Subject to Subsection (3), a policy issued or renewed on or after January 1, 2025, containing motor vehicle liability coverage may not limit the insurer's liability under that coverage below the following:

(a)

(i) $30,000 because of liability for bodily injury to or death of one person, arising out of the use of a motor vehicle in any one accident;

(ii) subject to the limit for one person in Subsection (2)(a)(i), in the amount of $65,000 because of liability for bodily injury to or death of two or more persons arising out of the use of a motor vehicle in any one accident; and

(iii) in the amount of $25,000 because of liability for injury to, or destruction of, property of others arising out of the use of a motor vehicle in any one accident; or

(b) $90,000 in any one accident whether arising from bodily injury to or the death of others, or from destruction of, or damage to, the property of others.

(3) Notwithstanding Subsection (2), for a policy for a self-insured, private rental fleet, the policy containing motor vehicle liability coverage may not limit the insurer's liability under that coverage below the following:

(a)

(i) $25,000 because of liability for bodily injury to or death of one person, arising out of the use of a motor vehicle in any one accident;

(ii) subject to the limit for one person in Subsection (3)(a)(i), in the amount of $65,000 because of liability for bodily injury to or death of two or more persons arising out of the use of a motor vehicle in any one accident; and

(iii) in the amount of $15,000 because of liability for injury to, or destruction of, property of others arising out of the use of a motor vehicle in any one accident; or

(b) $80,000 in any one accident whether arising from bodily injury to or the death of others, or from destruction of, or damage to, the property of others.

Amended by Chapter 51, 2023 General Session

31A-22-305 Uninsured motorist coverage.

(1) As used in this section, "covered persons" includes:
  (a) the named insured;
  (b) for a claim arising on or after May 13, 2014, the named insured's dependent minor children;
  (c) persons related to the named insured by blood, marriage, adoption, or guardianship, who are residents of the named insured's household, including those who usually make their home in the same household but temporarily live elsewhere;
  (d) any person occupying or using a motor vehicle:
    (i) referred to in the policy; or
    (ii) owned by a self-insured; and
  (e) any person who is entitled to recover damages against the owner or operator of the uninsured or underinsured motor vehicle because of bodily injury to or death of persons under Subsection (1)(a), (b), (c), or (d).

(2) As used in this section, "uninsured motor vehicle" includes:
  (a)
    (i) a motor vehicle, the operation, maintenance, or use of which is not covered under a liability policy at the time of an injury-causing occurrence; or
    (ii)
      (A) a motor vehicle covered with lower liability limits than required by Section 31A-22-304; and
      (B) the motor vehicle described in Subsection (2)(a)(ii)(A) is uninsured to the extent of the deficiency;
  (b) an unidentified motor vehicle that left the scene of an accident proximately caused by the motor vehicle operator;
  (c) a motor vehicle covered by a liability policy, but coverage for an accident is disputed by the liability insurer for more than 60 days or continues to be disputed for more than 60 days; or
  (d)
    (i) an insured motor vehicle if, before or after the accident, the liability insurer of the motor vehicle is declared insolvent by a court of competent jurisdiction; and
    (ii) the motor vehicle described in Subsection (2)(d)(i) is uninsured only to the extent that the claim against the insolvent insurer is not paid by a guaranty association or fund.

(3) Uninsured motorist coverage under Subsection 31A-22-302(1)(b) provides coverage for covered persons who are legally entitled to recover damages from owners or operators of uninsured motor vehicles because of bodily injury, sickness, disease, or death.

(4)
  (a) For new policies written on or after January 1, 2001, the limits of uninsured motorist coverage shall be equal to the lesser of the limits of the named insured's motor vehicle liability coverage or the maximum uninsured motorist coverage limits available by the insurer under the named insured's motor vehicle policy, unless a named insured rejects or purchases coverage in a lesser amount by signing an acknowledgment form that:
    (i) is filed with the department;
    (ii) is provided by the insurer;
    (iii) waives the higher coverage;
    (iv) need only state in this or similar language that uninsured motorist coverage provides benefits or protection to you and other covered persons for bodily injury resulting from

an accident caused by the fault of another party where the other party has no liability insurance; and

(v) discloses the additional premiums required to purchase uninsured motorist coverage with limits equal to the lesser of the limits of the named insured's motor vehicle liability coverage or the maximum uninsured motorist coverage limits available by the insurer under the named insured's motor vehicle policy.

(b) Any selection or rejection under this Subsection (4) continues for that issuer of the liability coverage until the insured requests, in writing, a change of uninsured motorist coverage from that liability insurer.

(c)

(i) Subsections (4)(a) and (b) apply retroactively to any claim arising on or after January 1, 2001, for which, as of May 14, 2013, an insured has not made a written demand for arbitration or filed a complaint in a court of competent jurisdiction.

(ii) The Legislature finds that the retroactive application of Subsections (4)(a) and (b) clarifies the application of law and does not enlarge, eliminate, or destroy vested rights.

(d) For purposes of this Subsection (4), "new policy" means:

(i) any policy that is issued which does not include a renewal or reinstatement of an existing policy; or

(ii) a change to an existing policy that results in:

(A) a named insured being added to or deleted from the policy; or

(B) a change in the limits of the named insured's motor vehicle liability coverage.

(e)

(i) As used in this Subsection (4)(e), "additional motor vehicle" means a change that increases the total number of vehicles insured by the policy, and does not include replacement, substitute, or temporary vehicles.

(ii) The adding of an additional motor vehicle to an existing personal lines or commercial lines policy does not constitute a new policy for purposes of Subsection (4)(d).

(iii) If an additional motor vehicle is added to a personal lines policy where uninsured motorist coverage has been rejected, or where uninsured motorist limits are lower than the named insured's motor vehicle liability limits, the insurer shall provide a notice to a named insured within 30 days that:

(A) in the same manner as described in Subsection (4)(a)(iv), explains the purpose of uninsured motorist coverage; and

(B) encourages the named insured to contact the insurance company or insurance producer for quotes as to the additional premiums required to purchase uninsured motorist coverage with limits equal to the lesser of the limits of the named insured's motor vehicle liability coverage or the maximum uninsured motorist coverage limits available by the insurer under the named insured's motor vehicle policy.

(f) A change in policy number resulting from any policy change not identified under Subsection (4)(d)(ii) does not constitute a new policy.

(g)

(i) Subsection (4)(d) applies retroactively to any claim arising on or after January 1, 2001, for which, as of May 1, 2012, an insured has not made a written demand for arbitration or filed a complaint in a court of competent jurisdiction.

(ii) The Legislature finds that the retroactive application of this Subsection (4):

(A) does not enlarge, eliminate, or destroy vested rights; and

(B) clarifies the application of law.

(h) A self-insured, including a governmental entity, may elect to provide uninsured motorist coverage in an amount that is less than its maximum self-insured retention under Subsections (4)(a) and (5)(a) by issuing a declaratory memorandum or policy statement from the chief financial officer or chief risk officer that declares the:

(i) self-insured entity's coverage level; and

(ii) process for filing an uninsured motorist claim.

(i) Uninsured motorist coverage may not be sold with limits that are less than the minimum bodily injury limits for motor vehicle liability policies under Section 31A-22-304.

(j) The acknowledgment under Subsection (4)(a) continues for that issuer of the uninsured motorist coverage until the named insured requests, in writing, different uninsured motorist coverage from the insurer.

(k)

(i) In conjunction with the first two renewal notices sent after January 1, 2001, for policies existing on that date, the insurer shall disclose in the same medium as the premium renewal notice, an explanation of:

(A) the purpose of uninsured motorist coverage in the same manner as described in Subsection (4)(a)(iv); and

(B) a disclosure of the additional premiums required to purchase uninsured motorist coverage with limits equal to the lesser of the limits of the named insured's motor vehicle liability coverage or the maximum uninsured motorist coverage limits available by the insurer under the named insured's motor vehicle policy.

(ii) The disclosure required under Subsection (4)(k)(i) shall be sent to all named insureds that carry uninsured motorist coverage limits in an amount less than the named insured's motor vehicle liability policy limits or the maximum uninsured motorist coverage limits available by the insurer under the named insured's motor vehicle policy.

(l) For purposes of this Subsection (4), a notice or disclosure sent to a named insured in a household constitutes notice or disclosure to all insureds within the household.

(5)

(a)

(i) Except as provided in Subsection (5)(b), the named insured may reject uninsured motorist coverage by an express writing to the insurer that provides liability coverage under Subsection 31A-22-302(1)(a).

(ii) This rejection shall be on a form provided by the insurer that includes a reasonable explanation of the purpose of uninsured motorist coverage.

(iii) This rejection continues for that issuer of the liability coverage until the insured in writing requests uninsured motorist coverage from that liability insurer.

(b)

(i) All persons, including governmental entities, that are engaged in the business of, or that accept payment for, transporting natural persons by motor vehicle, and all school districts that provide transportation services for their students, shall provide coverage for all motor vehicles used for that purpose, by purchase of a policy of insurance or by self-insurance, uninsured motorist coverage of at least $25,000 per person and $500,000 per accident.

(ii) This coverage is secondary to any other insurance covering an injured covered person.

(c) Uninsured motorist coverage:

(i) in order to avoid double recovery, does not cover any benefit under Title 34A, Chapter 2, Workers' Compensation Act, or Title 34A, Chapter 3, Utah Occupational Disease Act, provided by the workers' compensation insurance carrier, uninsured employer, the

Uninsured Employers' Fund created in Section 34A-2-704, or the Employers' Reinsurance Fund created in Section 34A-2-702, except that:

(A) the covered person is credited an amount described in Subsection 34A-2-106(5); and

(B) the benefits described in this Subsection (5)(c)(i) do not need to be paid before an uninsured motorist claim may be pursued and resolved;

(ii) may not be subrogated by the workers' compensation insurance carrier, uninsured employer, the Uninsured Employers' Fund created in Section 34A-2-704, or the Employers' Reinsurance Fund created in Section 34A-2-702;

(iii) may not be reduced by any benefits provided by the workers' compensation insurance carrier, uninsured employer, the Uninsured Employers' Fund created in Section 34A-2-704, or the Employers' Reinsurance Fund created in Section 34A-2-702;

(iv) notwithstanding Subsection 31A-1-103(3)(f), may be reduced by health insurance subrogation only after the covered person has been made whole;

(v) may not be collected for bodily injury or death sustained by a person:

(A) while committing a violation of Section 41-1a-1314;

(B) who, as a passenger in a vehicle, has knowledge that the vehicle is being operated in violation of Section 41-1a-1314; or

(C) while committing a felony; and

(vi) notwithstanding Subsection (5)(c)(v), may be recovered:

(A) for a person under 18 years old who is injured within the scope of Subsection (5)(c)(v) but limited to medical and funeral expenses; or

(B) by a law enforcement officer as defined in Section 53-13-103, who is injured within the course and scope of the law enforcement officer's duties.

(d) As used in this Subsection (5), "motor vehicle" means the same as that term is defined in Section 41-1a-102.

(6) When a covered person alleges that an uninsured motor vehicle under Subsection (2)(b) proximately caused an accident without touching the covered person or the motor vehicle occupied by the covered person, the covered person shall show the existence of the uninsured motor vehicle by clear and convincing evidence consisting of more than the covered person's testimony.

(7)

(a) The limit of liability for uninsured motorist coverage for two or more motor vehicles may not be added together, combined, or stacked to determine the limit of insurance coverage available to an injured person for any one accident.

(b)

(i) Subsection (7)(a) applies to all persons except a covered person as defined under Subsection (8)(b).

(ii) A covered person as defined under Subsection (8)(b)(ii) is entitled to the highest limits of uninsured motorist coverage afforded for any one motor vehicle that the covered person is the named insured or an insured family member.

(iii) This coverage shall be in addition to the coverage on the motor vehicle the covered person is occupying.

(iv) Neither the primary nor the secondary coverage may be set off against the other.

(c) Coverage on a motor vehicle occupied at the time of an accident shall be primary coverage, and the coverage elected by a person described under Subsections (1)(a) through (c) shall be secondary coverage.

(8)

(a) Uninsured motorist coverage under this section applies to bodily injury, sickness, disease, or death of covered persons while occupying or using a motor vehicle only if the motor vehicle is described in the policy under which a claim is made, or if the motor vehicle is a newly acquired or replacement motor vehicle covered under the terms of the policy. Except as provided in Subsection (7) or this Subsection (8), a covered person injured in a motor vehicle described in a policy that includes uninsured motorist benefits may not elect to collect uninsured motorist coverage benefits from any other motor vehicle insurance policy under which the person is a covered person.

(b) Each of the following persons may also recover uninsured motorist benefits under any one other policy in which they are described as a "covered person" as defined in Subsection (1):

(i) a covered person injured as a pedestrian by an uninsured motor vehicle; and

(ii) except as provided in Subsection (8)(c), a covered person injured while occupying or using a motor vehicle that is not owned, leased, or furnished:

(A) to the covered person;

(B) to the covered person's spouse; or

(C) to the covered person's resident parent or resident sibling.

(c)

(i) A covered person may recover benefits from no more than two additional policies, one additional policy from each parent's household if the covered person is:

(A) a dependent minor of parents who reside in separate households; and

(B) injured while occupying or using a motor vehicle that is not owned, leased, or furnished:

(I) to the covered person;

(II) to the covered person's resident parent; or

(III) to the covered person's resident sibling.

(ii) Each parent's policy under this Subsection (8)(c) is liable only for the percentage of the damages that the limit of liability of each parent's policy of uninsured motorist coverage bears to the total of both parents' uninsured coverage applicable to the accident.

(d) A covered person's recovery under any available policies may not exceed the full amount of damages.

(e) A covered person in Subsection (8)(b) is not barred against making subsequent elections if recovery is unavailable under previous elections.

(f)

(i) As used in this section, "interpolicy stacking" means recovering benefits for a single incident of loss under more than one insurance policy.

(ii) Except to the extent permitted by Subsection (7) and this Subsection (8), interpolicy stacking is prohibited for uninsured motorist coverage.

(9)

(a) When a claim is brought by a named insured or a person described in Subsection (1) and is asserted against the covered person's uninsured motorist carrier, the claimant may elect to resolve the claim:

(i) by submitting the claim to binding arbitration; or

(ii) through litigation.

(b) Unless otherwise provided in the policy under which uninsured benefits are claimed, the election provided in Subsection (9)(a) is available to the claimant only, except that if the policy under which insured benefits are claimed provides that either an insured or the insurer may elect arbitration, the insured or the insurer may elect arbitration and that election to arbitrate shall stay the litigation of the claim under Subsection (9)(a)(ii).

(c) Once the claimant has elected to commence litigation under Subsection (9)(a)(ii), the claimant may not elect to resolve the claim through binding arbitration under this section without the written consent of the uninsured motorist carrier.

(d) For purposes of the statute of limitations applicable to a claim described in Subsection (9)(a), if the claimant does not elect to resolve the claim through litigation, the claim is considered filed when the claimant submits the claim to binding arbitration in accordance with this Subsection (9).

(e)

(i) Unless otherwise agreed to in writing by the parties, a claim that is submitted to binding arbitration under Subsection (9)(a)(i) shall be resolved by a single arbitrator.

(ii) All parties shall agree on the single arbitrator selected under Subsection (9)(e)(i).

(iii) If the parties are unable to agree on a single arbitrator as required under Subsection (9)(e)(ii), the parties shall select a panel of three arbitrators.

(f) If the parties select a panel of three arbitrators under Subsection (9)(e)(iii):

(i) each side shall select one arbitrator; and

(ii) the arbitrators appointed under Subsection (9)(f)(i) shall select one additional arbitrator to be included in the panel.

(g) Unless otherwise agreed to in writing:

(i) each party shall pay an equal share of the fees and costs of the arbitrator selected under Subsection (9)(e)(i); or

(ii) if an arbitration panel is selected under Subsection (9)(e)(iii):

(A) each party shall pay the fees and costs of the arbitrator selected by that party; and

(B) each party shall pay an equal share of the fees and costs of the arbitrator selected under Subsection (9)(f)(ii).

(h) Except as otherwise provided in this section or unless otherwise agreed to in writing by the parties, an arbitration proceeding conducted under this section shall be governed by Title 78B, Chapter 11, Utah Uniform Arbitration Act.

(i)

(i) The arbitration shall be conducted in accordance with Rules 26(a)(4) through (f), 27 through 37, 54, and 68 of the Utah Rules of Civil Procedure, once the requirements of Subsections (10)(a) through (c) are satisfied.

(ii) The specified tier as defined by Rule 26(c)(3) of the Utah Rules of Civil Procedure shall be determined based on the claimant's specific monetary amount in the written demand for payment of uninsured motorist coverage benefits as required in Subsection (10)(a)(i)(A).

(iii) Rules 26.1 and 26.2 of the Utah Rules of Civil Procedure do not apply to arbitration claims under this part.

(j) All issues of discovery shall be resolved by the arbitrator or the arbitration panel.

(k) A written decision by a single arbitrator or by a majority of the arbitration panel shall constitute a final decision.

(l)

(i) Except as provided in Subsection (10), the amount of an arbitration award may not exceed the uninsured motorist policy limits of all applicable uninsured motorist policies, including applicable uninsured motorist umbrella policies.

(ii) If the initial arbitration award exceeds the uninsured motorist policy limits of all applicable uninsured motorist policies, the arbitration award shall be reduced to an amount equal to the combined uninsured motorist policy limits of all applicable uninsured motorist policies.

(m) The arbitrator or arbitration panel may not decide the issues of coverage or extra-contractual damages, including:

(i) whether the claimant is a covered person;
(ii) whether the policy extends coverage to the loss; or
(iii) any allegations or claims asserting consequential damages or bad faith liability.

(n) The arbitrator or arbitration panel may not conduct arbitration on a class-wide or class-representative basis.

(o) If the arbitrator or arbitration panel finds that the action was not brought, pursued, or defended in good faith, the arbitrator or arbitration panel may award reasonable attorney fees and costs against the party that failed to bring, pursue, or defend the claim in good faith.

(p) An arbitration award issued under this section shall be the final resolution of all claims not excluded by Subsection (9)(m) between the parties unless:
(i) the award was procured by corruption, fraud, or other undue means; and
(ii) within 20 days after service of the arbitration award, a party:
(A) files a complaint requesting a trial de novo in a court with jurisdiction under Title 78A, Judiciary and Judicial Administration; and
(B) serves the nonmoving party with a copy of the complaint requesting a trial de novo under Subsection (9)(p)(ii)(A).

(q)
(i) Upon filing a complaint for a trial de novo under Subsection (9)(p), the claim shall proceed through litigation in accordance with the Utah Rules of Civil Procedure and Utah Rules of Evidence.
(ii) In accordance with Rule 38, Utah Rules of Civil Procedure, a party may request a jury trial with a complaint requesting a trial de novo under Subsection (9)(p)(ii)(A).

(r)
(i) If the claimant, as the moving party in a trial de novo requested under Subsection (9)(p), does not obtain a verdict that is at least $5,000 and is at least 20% greater than the arbitration award, the claimant is responsible for all of the nonmoving party's costs.
(ii) If the uninsured motorist carrier, as the moving party in a trial de novo requested under Subsection (9)(p), does not obtain a verdict that is at least 20% less than the arbitration award, the uninsured motorist carrier is responsible for all of the nonmoving party's costs.
(iii) Except as provided in Subsection (9)(r)(iv), the costs under this Subsection (9)(r) shall include:
(A) any costs set forth in Rule 54(d), Utah Rules of Civil Procedure; and
(B) the costs of expert witnesses and depositions.
(iv) An award of costs under this Subsection (9)(r) may not exceed $2,500 unless Subsection (10)(h)(iii) applies.

(s) For purposes of determining whether a party's verdict is greater or less than the arbitration award under Subsection (9)(r), a court may not consider any recovery or other relief granted on a claim for damages if the claim for damages:
(i) was not fully disclosed in writing prior to the arbitration proceeding; or
(ii) was not disclosed in response to discovery contrary to the Utah Rules of Civil Procedure.

(t) Upon a motion of the nonmoving party, the court may award reasonable attorney fees to the nonmoving party if the court determines that the moving party requested a trial de novo to harass, cause unreasonable delay, needlessly increase the cost of litigation, or abuse the judicial process.

(u) Nothing in this section is intended to limit any claim under any other portion of an applicable insurance policy.

(v) If there are multiple uninsured motorist policies, as set forth in Subsection (8), the claimant may elect to arbitrate in one hearing the claims against all the uninsured motorist carriers.

(10)
(a) Within 30 days after a covered person elects to submit a claim for uninsured motorist benefits to binding arbitration or files litigation, the covered person shall provide to the uninsured motorist carrier:
(i) a written demand for payment of uninsured motorist coverage benefits, setting forth:
(A) subject to Subsection (10)(l), the specific monetary amount of the demand, including a computation of the covered person's claimed past medical expenses, claimed past lost wages, and the other claimed past economic damages; and
(B) the factual and legal basis and any supporting documentation for the demand;
(ii) a written statement under oath disclosing:
(A)
(I) the names and last known addresses of all health care providers who have rendered health care services to the covered person that are material to the claims for which uninsured motorist benefits are sought for a period of five years preceding the date of the event giving rise to the claim for uninsured motorist benefits up to the time the election for arbitration or litigation has been exercised; and
(II) the names and last known addresses of the health care providers who have rendered health care services to the covered person, which the covered person claims are immaterial to the claims for which uninsured motorist benefits are sought, for a period of five years preceding the date of the event giving rise to the claim for uninsured motorist benefits up to the time the election for arbitration or litigation has been exercised that have not been disclosed under Subsection (10)(a)(ii)(A)(I);
(B)
(I) the names and last known addresses of all health insurers or other entities to whom the covered person has submitted claims for health care services or benefits material to the claims for which uninsured motorist benefits are sought, for a period of five years preceding the date of the event giving rise to the claim for uninsured motorist benefits up to the time the election for arbitration or litigation has been exercised; and
(II) the names and last known addresses of the health insurers or other entities to whom the covered person has submitted claims for health care services or benefits, which the covered person claims are immaterial to the claims for which uninsured motorist benefits are sought, for a period of five years preceding the date of the event giving rise to the claim for uninsured motorist benefits up to the time the election for arbitration or litigation have not been disclosed;
(C) if lost wages, diminished earning capacity, or similar damages are claimed, all employers of the covered person for a period of five years preceding the date of the event giving rise to the claim for uninsured motorist benefits up to the time the election for arbitration or litigation has been exercised;
(D) other documents to reasonably support the claims being asserted; and
(E) all state and federal statutory lienholders including a statement as to whether the covered person is a recipient of Medicare or Medicaid benefits or Utah Children's Health Insurance Program benefits under Title 26B, Chapter 3, Part 9, Utah Children's Health Insurance Program, or if the claim is subject to any other state or federal statutory liens; and
(iii) signed authorizations to allow the uninsured motorist carrier to only obtain records and billings from the individuals or entities disclosed under Subsections (10)(a)(ii)(A)(I), (B)(I), and (C).
(b)

(i) If the uninsured motorist carrier determines that the disclosure of undisclosed health care providers or health care insurers under Subsection (10)(a)(ii) is reasonably necessary, the uninsured motorist carrier may:

(A) make a request for the disclosure of the identity of the health care providers or health care insurers; and

(B) make a request for authorizations to allow the uninsured motorist carrier to only obtain records and billings from the individuals or entities not disclosed.

(ii) If the covered person does not provide the requested information within 10 days:

(A) the covered person shall disclose, in writing, the legal or factual basis for the failure to disclose the health care providers or health care insurers; and

(B) either the covered person or the uninsured motorist carrier may request the arbitrator or arbitration panel to resolve the issue of whether the identities or records are to be provided if the covered person has elected arbitration.

(iii) The time periods imposed by Subsection (10)(c)(i) are tolled pending resolution of the dispute concerning the disclosure and production of records of the health care providers or health care insurers.

(c)

(i) An uninsured motorist carrier that receives an election for arbitration or a notice of filing litigation and the demand for payment of uninsured motorist benefits under Subsection (10)(a)(i) shall have a reasonable time, not to exceed 60 days from the date of the demand and receipt of the items specified in Subsections (10)(a)(i) through (iii), to:

(A) provide a written response to the written demand for payment provided for in Subsection (10)(a)(i);

(B) except as provided in Subsection (10)(c)(i)(C), tender the amount, if any, of the uninsured motorist carrier's determination of the amount owed to the covered person; and

(C) if the covered person is a recipient of Medicare or Medicaid benefits or Utah Children's Health Insurance Program benefits under Title 26B, Chapter 3, Part 9, Utah Children's Health Insurance Program, or if the claim is subject to any other state or federal statutory liens, tender the amount, if any, of the uninsured motorist carrier's determination of the amount owed to the covered person less:

(I) if the amount of the state or federal statutory lien is established, the amount of the lien; or

(II) if the amount of the state or federal statutory lien is not established, two times the amount of the medical expenses subject to the state or federal statutory lien until such time as the amount of the state or federal statutory lien is established.

(ii) If the amount tendered by the uninsured motorist carrier under Subsection (10)(c)(i) is the total amount of the uninsured motorist policy limits, the tendered amount shall be accepted by the covered person.

(d) A covered person who receives a written response from an uninsured motorist carrier as provided for in Subsection (10)(c)(i), may:

(i) elect to accept the amount tendered in Subsection (10)(c)(i) as payment in full of all uninsured motorist claims; or

(ii) elect to:

(A) accept the amount tendered in Subsection (10)(c)(i) as partial payment of all uninsured motorist claims; and

(B) continue to litigate or arbitrate the remaining claim in accordance with the election made under Subsections (9)(a) through (c).

(e) If a covered person elects to accept the amount tendered under Subsection (10)(c)(i) as partial payment of all uninsured motorist claims, the final award obtained through arbitration,

litigation, or later settlement shall be reduced by any payment made by the uninsured motorist carrier under Subsection (10)(c)(i).

(f) In an arbitration proceeding on the remaining uninsured claims:

(i) the parties may not disclose to the arbitrator or arbitration panel the amount paid under Subsection (10)(c)(i) until after the arbitration award has been rendered; and

(ii) the parties may not disclose the amount of the limits of uninsured motorist benefits provided by the policy.

(g) If the final award obtained through arbitration or litigation is greater than the average of the covered person's initial written demand for payment provided for in Subsection (10)(a)(i) and the uninsured motorist carrier's initial written response provided for in Subsection (10)(c)(i), the uninsured motorist carrier shall pay:

(i) the final award obtained through arbitration or litigation, except that if the award exceeds the policy limits of the subject uninsured motorist policy by more than $15,000, the amount shall be reduced to an amount equal to the policy limits plus $15,000; and

(ii) any of the following applicable costs:

(A) any costs as set forth in Rule 54(d), Utah Rules of Civil Procedure;

(B) the arbitrator or arbitration panel's fee; and

(C) the reasonable costs of expert witnesses and depositions used in the presentation of evidence during arbitration or litigation.

(h)

(i) The covered person shall provide an affidavit of costs within five days of an arbitration award.

(ii)

(A) Objection to the affidavit of costs shall specify with particularity the costs to which the uninsured motorist carrier objects.

(B) The objection shall be resolved by the arbitrator or arbitration panel.

(iii) The award of costs by the arbitrator or arbitration panel under Subsection (10)(g)(ii) may not exceed $5,000.

(i)

(i) A covered person shall disclose all material information, other than rebuttal evidence, within 30 days after a covered person elects to submit a claim for uninsured motorist coverage benefits to binding arbitration or files litigation as specified in Subsection (10)(a).

(ii) If the information under Subsection (10)(i)(i) is not disclosed, the covered person may not recover costs or any amounts in excess of the policy under Subsection (10)(g).

(j) This Subsection (10) does not limit any other cause of action that arose or may arise against the uninsured motorist carrier from the same dispute.

(k) The provisions of this Subsection (10) only apply to motor vehicle accidents that occur on or after March 30, 2010.

(l)

(i)

(A) The written demand requirement in Subsection (10)(a)(i)(A) does not affect the covered person's requirement to provide a computation of any other economic damages claimed, and the one or more respondents shall have a reasonable time after the receipt of the computation of any other economic damages claimed to conduct fact and expert discovery as to any additional damages claimed.

(B) The changes made by Laws of Utah 2014, Chapter 290, Section 10, and Chapter 300, Section 10, to this Subsection (10)(l) and Subsection (10)(a)(i)(A) apply to a claim submitted to binding arbitration or through litigation on or after May 13, 2014.

(ii) The changes made by Laws of Utah 2014, Chapter 290, Section 10, and Chapter 300, Section 10, to Subsections (10)(a)(ii)(A)(II) and (B)(II) apply to any claim submitted to binding arbitration or through litigation on or after May 13, 2014.

(11)

(a) A person shall commence an action on a written policy or contract for uninsured motorist coverage within four years after the inception of loss.

(b) Subsection (11)(a) shall apply to all claims that have not been time barred by Subsection 31A-21-313(1)(a) as of May 14, 2019.

Amended by Chapter 310, 2026 General Session

31A-22-305.3 Underinsured motorist coverage.

(1) As used in this section:

(a) "Covered person" means the same as that term is defined in Section 31A-22-305.

(b)

(i) "Underinsured motor vehicle" includes a motor vehicle, the operation, maintenance, or use of which is covered under a liability policy at the time of an injury-causing occurrence, but which has insufficient liability coverage to compensate fully the injured party for all special and general damages.

(ii) The term "underinsured motor vehicle" does not include:

(A) a motor vehicle that is covered under the liability coverage of the same policy that also contains the underinsured motorist coverage;

(B) an uninsured motor vehicle as defined in Subsection 31A-22-305(2); or

(C) a motor vehicle owned or leased by:

(I) a named insured;

(II) a named insured's spouse; or

(III) a dependent of a named insured.

(2)

(a) Underinsured motorist coverage under Subsection 31A-22-302(1)(c) provides coverage for a covered person who is legally entitled to recover damages from an owner or operator of an underinsured motor vehicle because of bodily injury, sickness, disease, or death.

(b) A covered person occupying or using a motor vehicle owned, leased, or furnished to the covered person, the covered person's spouse, or covered person's resident relative may recover underinsured benefits only if the motor vehicle is:

(i) described in the policy under which a claim is made; or

(ii) a newly acquired or replacement motor vehicle covered under the terms of the policy.

(3)

(a) For purposes of this Subsection (3), "new policy" means:

(i) any policy that is issued that does not include a renewal or reinstatement of an existing policy; or

(ii) a change to an existing policy that results in:

(A) a named insured being added to or deleted from the policy; or

(B) a change in the limits of the named insured's motor vehicle liability coverage.

(b) For new policies written on or after January 1, 2001, the limits of underinsured motorist coverage shall be equal to the lesser of the limits of the named insured's motor vehicle liability coverage or the maximum underinsured motorist coverage limits available by the insurer under the named insured's motor vehicle policy, unless a named insured rejects or purchases coverage in a lesser amount by signing an acknowledgment form that:

(i) is filed with the department;
(ii) is provided by the insurer;
(iii) waives the higher coverage;
(iv) need only state in this or similar language that "underinsured motorist coverage provides benefits or protection to you and other covered persons for bodily injury resulting from an accident caused by the fault of another party where the other party has insufficient liability insurance"; and
(v) discloses the additional premiums required to purchase underinsured motorist coverage with limits equal to the lesser of the limits of the named insured's motor vehicle liability coverage or the maximum underinsured motorist coverage limits available by the insurer under the named insured's motor vehicle policy.

(c) Any selection or rejection under Subsection (3)(b) continues for that issuer of the liability coverage until the insured requests, in writing, a change of underinsured motorist coverage from that liability insurer.

(d)
(i) Subsections (3)(b) and (c) apply retroactively to any claim arising on or after January 1, 2001, for which, as of May 14, 2013, an insured has not made a written demand for arbitration or filed a complaint in a court of competent jurisdiction.
(ii) The Legislature finds that the retroactive application of Subsections (3)(b) and (c) clarifies the application of law and does not enlarge, eliminate, or destroy vested rights.

(e)
(i) As used in this Subsection (3)(e), "additional motor vehicle" means a change that increases the total number of vehicles insured by the policy, and does not include replacement, substitute, or temporary vehicles.
(ii) The adding of an additional motor vehicle to an existing personal lines or commercial lines policy does not constitute a new policy for purposes of Subsection (3)(a).
(iii) If an additional motor vehicle is added to a personal lines policy where underinsured motorist coverage has been rejected, or where underinsured motorist limits are lower than the named insured's motor vehicle liability limits, the insurer shall provide a notice to a named insured within 30 days that:
(A) in the same manner described in Subsection (3)(b)(iv), explains the purpose of underinsured motorist coverage; and
(B) encourages the named insured to contact the insurance company or insurance producer for quotes as to the additional premiums required to purchase underinsured motorist coverage with limits equal to the lesser of the limits of the named insured's motor vehicle liability coverage or the maximum underinsured motorist coverage limits available by the insurer under the named insured's motor vehicle policy.

(f) A change in policy number resulting from any policy change not identified under Subsection (3)(a)(ii) does not constitute a new policy.

(g)
(i) Subsection (3)(a) applies retroactively to any claim arising on or after January 1, 2001 for which, as of May 1, 2012, an insured has not made a written demand for arbitration or filed a complaint in a court of competent jurisdiction.
(ii) The Legislature finds that the retroactive application of Subsection (3)(a):
(A) does not enlarge, eliminate, or destroy vested rights; and
(B) clarifies legislative intent.

(h) A self-insured, including a governmental entity, may elect to provide underinsured motorist coverage in an amount that is less than its maximum self-insured retention under Subsections

(3)(b) and (l) by issuing a declaratory memorandum or policy statement from the chief financial officer or chief risk officer that declares the:

(i) self-insured entity's coverage level; and

(ii) process for filing an underinsured motorist claim.

(i) Underinsured motorist coverage may not be sold with limits that are less than:

(i) $10,000 for one person in any one accident; and

(ii) at least $20,000 for two or more persons in any one accident.

(j) An acknowledgment under Subsection (3)(b) continues for that issuer of the underinsured motorist coverage until the named insured, in writing, requests different underinsured motorist coverage from the insurer.

(k)

(i) The named insured's underinsured motorist coverage, as described in Subsection (2), is secondary to the liability coverage of an owner or operator of an underinsured motor vehicle, as described in Subsection (1).

(ii) Underinsured motorist coverage may not be set off against the liability coverage of the owner or operator of an underinsured motor vehicle, but shall be added to, combined with, or stacked upon the liability coverage of the owner or operator of the underinsured motor vehicle to determine the limit of coverage available to the injured person.

(l)

(i) In conjunction with the first two renewal notices sent after January 1, 2001, for policies existing on that date, the insurer shall disclose in the same medium as the premium renewal notice, an explanation of:

(A) the purpose of underinsured motorist coverage in the same manner as described in Subsection (3)(b)(iv); and

(B) a disclosure of the additional premiums required to purchase underinsured motorist coverage with limits equal to the lesser of the limits of the named insured's motor vehicle liability coverage or the maximum underinsured motorist coverage limits available by the insurer under the named insured's motor vehicle policy.

(ii) The disclosure required under this Subsection (3)(l) shall be sent to all named insureds that carry underinsured motorist coverage limits in an amount less than the named insured's motor vehicle liability policy limits or the maximum underinsured motorist coverage limits available by the insurer under the named insured's motor vehicle policy.

(m) For purposes of this Subsection (3), a notice or disclosure sent to a named insured in a household constitutes notice or disclosure to all insureds within the household.

(4)

(a)

(i) Except as provided in this Subsection (4), a covered person injured in a motor vehicle described in a policy that includes underinsured motorist benefits may not elect to collect underinsured motorist coverage benefits from another motor vehicle insurance policy.

(ii) The limit of liability for underinsured motorist coverage for two or more motor vehicles may not be added together, combined, or stacked to determine the limit of insurance coverage available to an injured person for any one accident.

(iii) Subsection (4)(a)(ii) applies to all persons except a covered person described under Subsections (4)(b)(i) and (ii).

(b)

(i) A covered person injured as a pedestrian by an underinsured motor vehicle may recover underinsured motorist benefits under any one other policy in which they are described as a covered person.

(ii) Except as provided in Subsection (4)(b)(iii), a covered person injured while occupying, using, or maintaining a motor vehicle that is not owned, leased, or furnished to the covered person, the covered person's spouse, or the covered person's resident parent or resident sibling, may also recover benefits under any one other policy under which the covered person is also a covered person.

(iii)

(A) A covered person may recover benefits from no more than two additional policies, one additional policy from each parent's household if the covered person is:

(I) a dependent minor of parents who reside in separate households; and

(II) injured while occupying or using a motor vehicle that is not owned, leased, or furnished to the covered person, the covered person's resident parent, or the covered person's resident sibling.

(B) Each parent's policy under this Subsection (4)(b)(iii) is liable only for the percentage of the damages that the limit of liability of each parent's policy of underinsured motorist coverage bears to the total of both parents' underinsured coverage applicable to the accident.

(iv) A covered person's recovery under any available policies may not exceed the full amount of damages.

(v) Underinsured coverage on a motor vehicle occupied at the time of an accident is primary coverage, and the coverage elected by a person described under Subsections 31A-22-305(1)(a), (b), and (c) is secondary coverage.

(vi) The primary and the secondary coverage may not be set off against the other.

(vii) A covered person as described under Subsection (4)(b)(i) or is entitled to the highest limits of underinsured motorist coverage under only one additional policy per household applicable to that covered person as a named insured, spouse, or relative.

(viii) A covered injured person is not barred against making subsequent elections if recovery is unavailable under previous elections.

(ix)

(A) As used in this section, "interpolicy stacking" means recovering benefits for a single incident of loss under more than one insurance policy.

(B) Except to the extent permitted by this Subsection (4), interpolicy stacking is prohibited for underinsured motorist coverage.

(c) Underinsured motorist coverage:

(i) in order to avoid double recovery, does not cover any benefit under Title 34A, Chapter 2, Workers' Compensation Act, or Title 34A, Chapter 3, Utah Occupational Disease Act, provided by the workers' compensation insurance carrier, uninsured employer, the Uninsured Employers' Fund created in Section 34A-2-704, or the Employers' Reinsurance Fund created in Section 34A-2-702, except that:

(A) the covered person is credited an amount described in Subsection 34A-2-106(5); and

(B) the benefits described in this Subsection (4)(c)(i) do not need to be paid before an underinsured motorist claim may be pursued and resolved;

(ii) may not be subrogated by a workers' compensation insurance carrier, uninsured employer, the Uninsured Employers' Fund created in Section 34A-2-704, or the Employers' Reinsurance Fund created in Section 34A-2-702;

(iii) may not be reduced by benefits provided by the workers' compensation insurance carrier, uninsured employer, the Uninsured Employers' Fund created in Section 34A-2-704, or the Employers' Reinsurance Fund created in Section 34A-2-702;

(iv) notwithstanding Subsection 31A-1-103(3)(f), may be reduced by health insurance subrogation only after the covered person is made whole;

(v) may not be collected for bodily injury or death sustained by a person:
(A) while committing a violation of Section 41-1a-1314;
(B) who, as a passenger in a vehicle, has knowledge that the vehicle is being operated in violation of Section 41-1a-1314; or
(C) while committing a felony; and
(vi) notwithstanding Subsection (4)(c)(v), may be recovered:
(A) for a person younger than 18 years old who is injured within the scope of Subsection (4)(c)(v), but is limited to medical and funeral expenses; or
(B) by a law enforcement officer as defined in Section 53-13-103, who is injured within the course and scope of the law enforcement officer's duties.

(5)
(a) Notwithstanding Section 31A-21-313, an action on a written policy or contract for underinsured motorist coverage shall be commenced within four years after the inception of loss.
(b) The inception of the loss under Subsection 31A-21-313(1) for underinsured motorist claims occurs upon the date of the settlement check representing the last liability policy payment.

(6) An underinsured motorist insurer does not have a right of reimbursement against a person liable for the damages resulting from an injury-causing occurrence if the person's liability insurer has tendered the policy limit and the limits have been accepted by the claimant.

(7) Except as otherwise provided in this section, a covered person may seek, subject to the terms and conditions of the policy, additional coverage under any policy:
(a) that provides coverage for damages resulting from motor vehicle accidents; and
(b) that is not required to conform to Section 31A-22-302.

(8)
(a) When a claim is brought by a named insured or a person described in Subsection 31A-22-305(1) and is asserted against the covered person's underinsured motorist carrier, the claimant may elect to resolve the claim:
(i) by submitting the claim to binding arbitration; or
(ii) through litigation.
(b) Unless otherwise provided in the policy under which underinsured benefits are claimed, the election provided in Subsection (8)(a) is available to the claimant only, except that if the policy under which insured benefits are claimed provides that either an insured or the insurer may elect arbitration, the insured or the insurer may elect arbitration and that election to arbitrate shall stay the litigation of the claim under Subsection (8)(a)(ii).
(c) Once a claimant elects 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 the underinsured motorist coverage carrier.
(d) For purposes of the statute of limitations applicable to a claim described in Subsection (8)(a), if the claimant does not elect to resolve the claim through litigation, the claim is considered filed when the claimant submits the claim to binding arbitration in accordance with this Subsection (8).
(e)
(i) Unless otherwise agreed to in writing by the parties, a claim that is submitted to binding arbitration under Subsection (8)(a)(i) shall be resolved by a single arbitrator.
(ii) All parties shall agree on the single arbitrator selected under Subsection (8)(e)(i).
(iii) If the parties are unable to agree on a single arbitrator as required under Subsection (8)(e)(ii), the parties shall select a panel of three arbitrators.
(f) If the parties select a panel of three arbitrators under Subsection (8)(e)(iii):

(i) each side shall select one arbitrator; and
(ii) the arbitrators appointed under Subsection (8)(f)(i) shall select one additional arbitrator to be included in the panel.
(g) Unless otherwise agreed to in writing:
(i) each party shall pay an equal share of the fees and costs of the arbitrator selected under Subsection (8)(e)(i); or
(ii) if an arbitration panel is selected under Subsection (8)(e)(iii):
(A) each party shall pay the fees and costs of the arbitrator selected by that party; and
(B) each party shall pay an equal share of the fees and costs of the arbitrator selected under Subsection (8)(f)(ii).
(h) Except as otherwise provided in this section or unless otherwise agreed to in writing by the parties, an arbitration proceeding conducted under this section is governed by Title 78B, Chapter 11, Utah Uniform Arbitration Act.
(i)
(i) The arbitration shall be conducted in accordance with Rules 26(a)(4) through (f), 27 through 37, 54, and 68 of the Utah Rules of Civil Procedure, once the requirements of Subsections (9)(a) through (c) are satisfied.
(ii) The specified tier as defined by Rule 26(c)(3) of the Utah Rules of Civil Procedure shall be determined based on the claimant's specific monetary amount in the written demand for payment of uninsured motorist coverage benefits as required in Subsection (9)(a)(i)(A).
(iii) Rules 26.1 and 26.2 of the Utah Rules of Civil Procedure do not apply to arbitration claims under this part.
(j) An issue of discovery shall be resolved by the arbitrator or the arbitration panel.
(k) A written decision by a single arbitrator or by a majority of the arbitration panel constitutes a final decision.
(l)
(i) Except as provided in Subsection (9), the amount of an arbitration award may not exceed the underinsured motorist policy limits of all applicable underinsured motorist policies, including applicable underinsured motorist umbrella policies.
(ii) If the initial arbitration award exceeds the underinsured motorist policy limits of all applicable underinsured motorist policies, the arbitration award shall be reduced to an amount equal to the combined underinsured motorist policy limits of all applicable underinsured motorist policies.
(m) The arbitrator or arbitration panel may not decide an issue of coverage or extra-contractual damages, including:
(i) whether the claimant is a covered person;
(ii) whether the policy extends coverage to the loss; or
(iii) an allegation or claim asserting consequential damages or bad faith liability.
(n) The arbitrator or arbitration panel may not conduct arbitration on a class-wide or class-representative basis.
(o) If the arbitrator or arbitration panel finds that the arbitration is not brought, pursued, or defended in good faith, the arbitrator or arbitration panel may award reasonable attorney fees and costs against the party that failed to bring, pursue, or defend the arbitration in good faith.
(p) An arbitration award issued under this section shall be the final resolution of all claims not excluded by Subsection (8)(m) between the parties unless:
(i) the award is procured by corruption, fraud, or other undue means; or
(ii) either party, within 20 days after service of the arbitration award:

(A) files a complaint requesting a trial de novo in the a court with jurisdiction under Title 78A, Judiciary and Judicial Administration; and

(B) serves the nonmoving party with a copy of the complaint requesting a trial de novo under Subsection (8)(p)(ii)(A).

(q)

(i) Upon filing a complaint for a trial de novo under Subsection (8)(p), a claim shall proceed through litigation in accordance with the Utah Rules of Civil Procedure and Utah Rules of Evidence.

(ii) In accordance with Rule 38, Utah Rules of Civil Procedure, either party may request a jury trial with a complaint requesting a trial de novo under Subsection (8)(p)(ii)(A).

(r)

(i) If the claimant, as the moving party in a trial de novo requested under Subsection (8)(p), does not obtain a verdict that is at least $5,000 and is at least 20% greater than the arbitration award, the claimant is responsible for all of the nonmoving party's costs.

(ii) If the underinsured motorist carrier, as the moving party in a trial de novo requested under Subsection (8)(p), does not obtain a verdict that is at least 20% less than the arbitration award, the underinsured motorist carrier is responsible for all of the nonmoving party's costs.

(iii) Except as provided in Subsection (8)(r)(iv), the costs under this Subsection (8)(r) shall include:

(A) any costs set forth in Rule 54(d), Utah Rules of Civil Procedure; and

(B) the costs of expert witnesses and depositions.

(iv) An award of costs under this Subsection (8)(r) may not exceed $2,500 unless Subsection (9)(h)(iii) applies.

(s) For purposes of determining whether a party's verdict is greater or less than the arbitration award under Subsection (8)(r), a court may not consider any recovery or other relief granted on a claim for damages if the claim for damages:

(i) was not fully disclosed in writing prior to the arbitration proceeding; or

(ii) was not disclosed in response to discovery contrary to the Utah Rules of Civil Procedure.

(t) Upon a motion of the nonmoving party, the court may award reasonable attorney fees to the nonmoving party if the court determines that the moving party requested a trial de novo to harass, cause unreasonable delay, needlessly increase the cost of litigation, or abuse the judicial process.

(u) Nothing in this section is intended to limit a claim under another portion of an applicable insurance policy.

(v) If there are multiple underinsured motorist policies, as set forth in Subsection (4), the claimant may elect to arbitrate in one hearing the claims against all the underinsured motorist carriers.

(9)

(a) Within 30 days after a covered person elects to submit a claim for underinsured motorist benefits to binding arbitration or files litigation, the covered person shall provide to the underinsured motorist carrier:

(i) a written demand for payment of underinsured motorist coverage benefits, setting forth:

(A) subject to Subsection (9)(l), the specific monetary amount of the demand, including a computation of the covered person's claimed past medical expenses, claimed past lost wages, and all other claimed past economic damages; and

(B) the factual and legal basis and any supporting documentation for the demand;

(ii) a written statement under oath disclosing:

(A)

(I) the names and last known addresses of all health care providers who have rendered health care services to the covered person that are material to the claims for which the underinsured motorist benefits are sought for a period of five years preceding the date of the event giving rise to the claim for underinsured motorist benefits up to the time the election for arbitration or litigation has been exercised; and

(II) the names and last known addresses of the health care providers who have rendered health care services to the covered person, which the covered person claims are immaterial to the claims for which underinsured motorist benefits are sought, for a period of five years preceding the date of the event giving rise to the claim for underinsured motorist benefits up to the time the election for arbitration or litigation has been exercised that have not been disclosed under Subsection (9)(a)(ii)(A)(I);

(B)

(I) the names and last known addresses of all health insurers or other entities to whom the covered person has submitted claims for health care services or benefits material to the claims for which underinsured motorist benefits are sought, for a period of five years preceding the date of the event giving rise to the claim for underinsured motorist benefits up to the time the election for arbitration or litigation has been exercised; and

(II) the names and last known addresses of the health insurers or other entities to whom the covered person has submitted claims for health care services or benefits, which the covered person claims are immaterial to the claims for which underinsured motorist benefits are sought, for a period of five years preceding the date of the event giving rise to the claim for underinsured motorist benefits up to the time the election for arbitration or litigation have not been disclosed;

(C) if lost wages, diminished earning capacity, or similar damages are claimed, all employers of the covered person for a period of five years preceding the date of the event giving rise to the claim for underinsured motorist benefits up to the time the election for arbitration or litigation has been exercised;

(D) other documents to reasonably support the claims being asserted; and

(E) all state and federal statutory lienholders including a statement as to whether the covered person is a recipient of Medicare or Medicaid benefits or Utah Children's Health Insurance Program benefits under Title 26B, Chapter 3, Part 9, Utah Children's Health Insurance Program, or if the claim is subject to any other state or federal statutory liens; and

(iii) signed authorizations to allow the underinsured motorist carrier to only obtain records and billings from the individuals or entities disclosed under Subsections (9)(a)(ii)(A)(I), (B)(I), and (C).

(b)

(i) If the underinsured motorist carrier determines that the disclosure of undisclosed health care providers or health care insurers under Subsection (9)(a)(ii) is reasonably necessary, the underinsured motorist carrier may:

(A) make a request for the disclosure of the identity of the health care providers or health care insurers; and

(B) make a request for authorizations to allow the underinsured motorist carrier to only obtain records and billings from the individuals or entities not disclosed.

(ii) If the covered person does not provide the requested information within 10 days:

(A) the covered person shall disclose, in writing, the legal or factual basis for the failure to disclose the health care providers or health care insurers; and

(B) either the covered person or the underinsured motorist carrier may request the arbitrator or arbitration panel to resolve the issue of whether the identities or records are to be provided if the covered person has elected arbitration.

(iii) The time periods imposed by Subsection (9)(c)(i) are tolled pending resolution of the dispute concerning the disclosure and production of records of the health care providers or health care insurers.

(c)

(i) An underinsured motorist carrier that receives an election for arbitration or a notice of filing litigation and the demand for payment of underinsured motorist benefits under Subsection (9)(a)(i) shall have a reasonable time, not to exceed 60 days from the date of the demand and receipt of the items specified in Subsections (9)(a)(i) through (iii), to:

(A) provide a written response to the written demand for payment provided for in Subsection (9)(a)(i);

(B) except as provided in Subsection (9)(c)(i)(C), tender the amount, if any, of the underinsured motorist carrier's determination of the amount owed to the covered person; and

(C) if the covered person is a recipient of Medicare or Medicaid benefits or Utah Children's Health Insurance Program benefits under Title 26B, Chapter 3, Part 9, Utah Children's Health Insurance Program, or if the claim is subject to any other state or federal statutory liens, tender the amount, if any, of the underinsured motorist carrier's determination of the amount owed to the covered person less:

(I) if the amount of the state or federal statutory lien is established, the amount of the lien; or

(II) if the amount of the state or federal statutory lien is not established, two times the amount of the medical expenses subject to the state or federal statutory lien until such time as the amount of the state or federal statutory lien is established.

(ii) If the amount tendered by the underinsured motorist carrier under Subsection (9)(c)(i) is the total amount of the underinsured motorist policy limits, the tendered amount shall be accepted by the covered person.

(d) A covered person who receives a written response from an underinsured motorist carrier as provided for in Subsection (9)(c)(i), may:

(i) elect to accept the amount tendered in Subsection (9)(c)(i) as payment in full of all underinsured motorist claims; or

(ii) elect to:

(A) accept the amount tendered in Subsection (9)(c)(i) as partial payment of all underinsured motorist claims; and

(B) continue to litigate or arbitrate the remaining claim in accordance with the election made under Subsections (8)(a) through (c).

(e) If a covered person elects to accept the amount tendered under Subsection (9)(c)(i) as partial payment of all underinsured motorist claims, the final award obtained through arbitration, litigation, or later settlement shall be reduced by any payment made by the underinsured motorist carrier under Subsection (9)(c)(i).

(f) In an arbitration proceeding on the remaining underinsured claims:

(i) the parties may not disclose to the arbitrator or arbitration panel the amount paid under Subsection (9)(c)(i) until after the arbitration award has been rendered; and

(ii) the parties may not disclose the amount of the limits of underinsured motorist benefits provided by the policy.

(g) If the final award obtained through arbitration or litigation is greater than the average of the covered person's initial written demand for payment provided for in Subsection (9)(a)(i) and

the underinsured motorist carrier's initial written response provided for in Subsection (9)(c)(i), the underinsured motorist carrier shall pay:

(i) the final award obtained through arbitration or litigation, except that if the award exceeds the policy limits of the subject underinsured motorist policy by more than $15,000, the amount shall be reduced to an amount equal to the policy limits plus $15,000; and

(ii) any of the following applicable costs:

(A) any costs as set forth in Rule 54(d), Utah Rules of Civil Procedure;

(B) the arbitrator or arbitration panel's fee; and

(C) the reasonable costs of expert witnesses and depositions used in the presentation of evidence during arbitration or litigation.

(h)

(i) The covered person shall provide an affidavit of costs within five days of an arbitration award.

(ii)

(A) Objection to the affidavit of costs shall specify with particularity the costs to which the underinsured motorist carrier objects.

(B) The objection shall be resolved by the arbitrator or arbitration panel.

(iii) The award of costs by the arbitrator or arbitration panel under Subsection (9)(g)(ii) may not exceed $5,000.

(i)

(i) A covered person shall disclose all material information, other than rebuttal evidence, within 30 days after a covered person elects to submit a claim for underinsured motorist coverage benefits to binding arbitration or files litigation as specified in Subsection (9)(a).

(ii) If the information under Subsection (9)(i)(i) is not disclosed, the covered person may not recover costs or any amounts in excess of the policy under Subsection (9)(g).

(j) This Subsection (9) does not limit any other cause of action that arose or may arise against the underinsured motorist carrier from the same dispute.

(k) The provisions of this Subsection (9) only apply to motor vehicle accidents that occur on or after March 30, 2010.

(l)

(i) The written demand requirement in Subsection (9)(a)(i)(A) does not affect the covered person's requirement to provide a computation of any other economic damages claimed, and the one or more respondents shall have a reasonable time after the receipt of the computation of any other economic damages claimed to conduct fact and expert discovery as to any additional damages claimed. The changes made by Laws of Utah 2014, Chapter 290, Section 11, and Chapter 300, Section 11, to this Subsection (9)(l) and Subsection (9)(a)(i)(A) apply to a claim submitted to binding arbitration or through litigation on or after May 13, 2014.

(ii) The changes made by Laws of Utah 2014, Chapter 290, Section 11, and Chapter 300, Section 11, under Subsections (9)(a)(ii)(A)(II) and (B)(II) apply to a claim submitted to binding arbitration or through litigation on or after May 13, 2014.

Amended by Chapter 310, 2026 General Session

31A-22-305.5 Uninsured motorist property damage coverage -- Coverage limitations.

(1)

(a) At the request of the named insured, every motor vehicle liability policy of insurance under Sections 31A-22-303 and 31A-22-304 or combination of policies purchased to satisfy the

owner's or operator's security requirement of Section 41-12a-301 which policy does not provide insurance for collision damage shall provide uninsured motorist property damage coverage for property damage to the motor vehicle described in the policy.

(b) The uninsured motorist property damage coverage provided under Subsection (1)(a) shall be for the benefit of covered persons, as defined under Section 31A-22-305, who are legally entitled to recover damages:

(i) from the owner or operator of an uninsured motor vehicle, as defined under Subsections 31A-22-305(2)(a), (c), and (d); and

(ii) arising out of the operation, maintenance, or use of an uninsured motor vehicle.

(2)

(a) Except as provided under Subsection (5), the coverage provided under this section shall include payment for loss or damage to the motor vehicle described in the policy, not to exceed the motor vehicle's actual cash value or $3,500, whichever is less.

(b) Property damage does not include compensation for loss of use of the motor vehicle.

(3) The coverage provided under this section shall be payable only if:

(a) the occurrence causing the property damage involves actual physical contact between the covered motor vehicle and an uninsured motor vehicle;

(b) the owner, operator, or license plate number of the uninsured motor vehicle is identified; and

(c) the insured or someone on his behalf reports the occurrence within 10 days to the insurer or his agent.

(4) Except as provided under Subsection (5), the coverage provided under this section shall be subject to a $250 deductible and shall be excess to any other insurance covering property damage to the motor vehicle described in the policy.

(5) The insurer providing coverage under this section may, at appropriate premium rates, make available additional:

(a) coverage above the limits provided under Subsection (2); and

(b) deductibles for the coverage under Subsection (5)(a) above the limits provided under Subsection (4).

(6) A rating surcharge may not be applied to any policy of motor vehicle insurance issued in this state as a result of payment of a claim made under this section.

Amended by Chapter 37, 2005 General Session

31A-22-306 Personal injury protection.

Personal injury protection under Subsection 31A-22-302(2) provides the coverages and benefits described under Section 31A-22-307 to persons described under Section 31A-22-308, but is subject to the limitations, exclusions, and conditions set forth in Section 31A-22-309.

Amended by Chapter 204, 1986 General Session

31A-22-307 Personal injury protection coverages and benefits.

(1) Personal injury protection coverages and benefits include:

(a) up to the minimum amount required coverage of not less than $3,000 per person, the reasonable value of all expenses for necessary:

(i) medical services;

(ii) surgical services;

(iii) X-ray services;

(iv) dental services;

(v) rehabilitation services, including prosthetic devices;
(vi) ambulance services;
(vii) hospital services; and
(viii) nursing services;
(b)
(i) the lesser of $250 per week or 85% of any loss of gross income and loss of earning capacity per person from inability to work, for a maximum of 52 consecutive weeks after the loss, except that this benefit need not be paid for the first three days of disability, unless the disability continues for longer than two consecutive weeks after the date of injury; and
(ii) a special damage allowance not exceeding $20 per day for a maximum of 365 days, for services actually rendered or expenses reasonably incurred for services that, but for the injury, the injured person would have performed for the injured person's household, except that this benefit need not be paid for the first three days after the date of injury unless the person's inability to perform these services continues for more than two consecutive weeks;
(c) funeral, burial, or cremation benefits not to exceed a total of $1,500 per person; and
(d) compensation on account of death of a person, payable to the person's heirs, in the total of $3,000.
(2)
(a)
(i) To determine the reasonable value of the medical expenses provided for in Subsection (1) and under Subsection 31A-22-309(1)(a)(vi), the commissioner shall conduct a relative value study of services and accommodations for the diagnosis, care, recovery, or rehabilitation of an injured person in the most populous county in the state to assign a unit value and determine the 75th percentile charge for each type of service and accommodation.
(ii) The relative value study shall be updated every other year.
(iii) In conducting the relative value study, the department may consult or contract with appropriate public and private medical and health agencies or other technical experts.
(iv) The costs and expenses incurred in conducting, maintaining, and administering the relative value study shall be funded by the tax created under Section 59-9-105.
(v) Upon completion of the relative value study, the department shall prepare and publish a relative value study which sets forth the unit value and the 75th percentile charge assigned to each type of service and accommodation.
(b)
(i) The reasonable value of any service or accommodation is determined by applying the unit value and the 75th percentile charge assigned to the service or accommodation under the relative value study.
(ii) If a service or accommodation is not assigned a unit value or the 75th percentile charge under the relative value study, the value of the service or accommodation shall equal the reasonable cost of the same or similar service or accommodation in the most populous county of this state.
(c) This Subsection (2) does not preclude the department from adopting a schedule already established or a schedule prepared by persons outside the department, if it meets the requirements of this Subsection (2).
(d) Every insurer shall report to the commissioner any pattern of overcharging, excessive treatment, or other improper actions by a health provider within 30 days after the day on which the insurer has knowledge of the pattern.
(e)

(i) In disputed cases, a court on its own motion or on the motion of either party, may designate an impartial medical panel of not more than three licensed physicians to examine the claimant and testify on the issue of the reasonable value of the claimant's medical services or expenses.
(ii) An impartial medical panel designated under Subsection (2)(e)(i) shall consist of a majority of health care professionals within the same license classification and specialty as the provider of the claimant's medical services or expenses.
(3) Medical expenses as provided for in Subsection (1)(a) and in Subsection 31A-22-309(1)(a)(vi) include expenses for any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing.
(4) The insured may waive for the named insured and the named insured's spouse only the loss of gross income benefits of Subsection (1)(b)(i) if the insured states in writing that:
(a) within 31 days of applying for coverage, neither the insured nor the insured's spouse received any earned income from regular employment; and
(b) for at least 180 days from the date of the writing and during the period of insurance, neither the insured nor the insured's spouse will receive earned income from regular employment.
(5) This section does not:
(a) prohibit the issuance of a policy of insurance providing coverages greater than the minimum coverage required under this chapter; or
(b) require the segregation of those minimum coverages from other coverages in the same policy.
(6) Deductibles are not permitted with respect to the insurance coverages required under this section.
(7)
(a) A person shall bring an action on a written policy or contract for personal injury protection coverage within four years after the inception of loss.
(b) This Subsection (7) applies to a claim that is not time barred by Subsection 31A-21-313(1)(a) as of May 3, 2023.

Amended by Chapter 185, 2023 General Session

31A-22-308 Persons covered by personal injury protection.

The following may receive benefits under personal injury protection coverage:
(1) the named insured, when injured in an accident involving any motor vehicle, regardless of whether the accident occurs in this state, the United States, its territories or possessions, or Canada, except where the injury is the result of the use or operation of the named insured's own motor vehicle not actually insured under the policy;
(2) persons related to the insured by blood, marriage, adoption, or guardianship who are residents of the insured's household, including those who usually make their home in the same household but temporarily live elsewhere under the circumstances described in Subsection (1), except where the person is injured as a result of the use or operation of the person's own motor vehicle not insured under the policy; and
(3) any other natural person whose injuries arise out of an automobile accident occurring:
(a) while the person occupies a motor vehicle described in the policy with the express or implied consent of the named insured; or
(b) if the person is a pedestrian who is injured in an accident occurring in Utah involving the described motor vehicle.

Amended by Chapter 302, 2025 General Session

31A-22-309 Limitations, exclusions, and conditions to personal injury protection.

(1)

(a) A person who has or is required to have direct benefit coverage under a policy that includes personal injury protection may not maintain a cause of action for general damages arising out of personal injuries alleged to have been caused by an automobile accident, except where the person sustains one or more of the following:

(i) death;

(ii) dismemberment;

(iii) permanent disability or permanent impairment based upon objective findings;

(iv) permanent disfigurement;

(v) a bone fracture; or

(vi) medical expenses to a person in excess of $3,000.

(b) Subsection (1)(a) does not apply to a person making an uninsured motorist claim.

(2)

(a) An insurer issuing personal injury protection coverage under this part may only exclude from this coverage benefits:

(i) for an injury the insured sustains while occupying another motor vehicle owned by or furnished for the regular use of the insured or a resident family member of the insured and not insured under the policy;

(ii) for an injury a person sustains while operating the insured motor vehicle without the express or implied consent of the insured or while not in lawful possession of the insured motor vehicle;

(iii) to an injured person, if the person's conduct contributed to the person's injury:

(A) by intentionally causing injury to the person; or

(B) while committing a felony;

(iv) for an injury a person sustains arising out of the use of a motor vehicle while located for use as a residence or premises;

(v) for an injury due to war, whether declared, civil war, insurrection, rebellion, or revolution, or to an act or a condition incident to a war, civil war, insurrection, rebellion, or revolution; or

(vi) for an injury resulting from the radioactive, toxic, explosive, or other hazardous properties of nuclear materials.

(b) This Subsection (2) does not limit the exclusions that may be contained in other types of coverage.

(3) The benefits payable to an injured person under Section 31A-22-307 are reduced by:

(a) any benefits that the injured person receives or is entitled to receive as a result of an accident covered in this code under any workers' compensation or similar statutory plan; and

(b) any amounts that the injured person receives or is entitled to receive from the United States or any of the United States' agencies because that person is on active duty in the military service.

(4) When a person injured is also an insured party under any other policy, including those policies complying with this part, primary coverage is given by the policy insuring the motor vehicle in use during the accident.

(5)

(a) Payment of the benefits provided for in Section 31A-22-307 shall be made on a monthly basis as expenses are incurred.

(b) Benefits for any period are overdue if the insurer does not pay the benefits within 30 days after the day on which the insurer receives reasonable proof of the fact and amount of expenses incurred during the period.
(c) If reasonable proof is not supplied as to the entire claim, the amount supported by reasonable proof is overdue if not paid within 30 days after the insurer receives that proof.
(d) Any part or all of the remainder of the claim that is later supported by reasonable proof is also overdue if not paid within 30 days after the day on which the insurer receives the proof.
(e) If the insurer fails to pay the expenses when due, these expenses shall bear interest at the rate of 1-1/2% per month after the due date.
(f)
(i) The person entitled to the benefits may bring an action in contract to recover the expenses plus the applicable interest.
(ii) If the insurer is required by the action to pay any overdue benefits and interest, the insurer is also required to pay a reasonable attorney's fee to the claimant.
(6)
(a) Except as provided in Subsection (6)(b), a policy that provides personal injury protection coverage is subject to the following:
(i) that where the insured under the policy is or would be held legally liable for the personal injuries sustained by any person to whom benefits required under personal injury protection have been paid by another insurer, the insurer of the person who would be held legally liable shall reimburse the other insurer for the payment, but not in excess of the amount of damages recoverable; and
(ii) that the issue of liability for that reimbursement and the reimbursement's amount shall be decided by mandatory, binding arbitration between the insurers.
(b) There shall be no right of reimbursement between insurers under Subsection (6)(a) if the insurer of the person who would be held legally liable for the personal injuries sustained has tendered the insurer's policy limit.
(c)
(i) If the insurer of the person who would be held legally liable for the personal injuries sustained reimburses a no-fault insurer before settling a third party liability claim with an injured person and subsequently determines that some or all of the reimbursed amount is needed to settle a third party claim, the insurer of the person who would be held legally liable for the personal injuries sustained shall provide written notice to the no-fault insurer that some or all of the reimbursed amount is needed to settle a third party liability claim.
(ii) The written notice described under Subsection (6)(c)(i) shall:
(A) identify the amount of the reimbursement that is needed to settle a third party liability claim;
(B) provide notice to the no-fault insurer that the no-fault insurer has 15 days to return the amount described in Subsection (6)(c)(ii)(A); and
(C) identify the third party liability insurer that the returned amount shall be paid to.
(iii) A no-fault insurer that receives a notice under this Subsection (6)(c) shall return the portion of the reimbursement identified under Subsection (6)(c)(ii) to the third party liability insurer identified under Subsection (6)(c)(ii)(C) within 15 business days after the day on which the no-fault insurer receives a notice under this Subsection (6)(c).

Amended by Chapter 45, 2026 General Session

31A-22-310 Assigned risk plan.

(1) After consultation with insurers authorized to issue policies containing the provisions specified under Section 31A-22-302, the insurance commissioner shall approve a reasonable plan for the equitable apportionment among the insurers of applicants for those policies who are in good faith entitled to, but are unable to procure, these policies through ordinary methods.
(2) Upon the commissioner's approval of a plan under this section, all insurers issuing policies described under Section 31A-22-302 shall subscribe to and participate in the commissioner's approved plan.
(3) Any applicant for a policy under the commissioner's plan, any person insured under the plan, and any insurer affected by the commissioner's plan may appeal to the insurance commissioner from any ruling or decision of the manager or committee designated to operate the plan.
(4) Section 31A-2-306 applies to the commissioner's decision on this appeal.

Amended by Chapter 161, 1987 General Session

31A-22-311 Definitions.

As used in Sections 31A-22-312 and 31A-22-314:
(1) "Authorized driver" means the person to whom the vehicle is rented and includes:
  (a) the spouse of the person renting the vehicle if the spouse is a licensed driver satisfying the rental company's minimum age requirement;
  (b) the employer or coworker of the person renting the vehicle if the employer or coworker is engaged in business activity with the renter and if the employer or coworker are licensed drivers satisfying the rental company's minimum age requirement;
  (c) any person who operates the vehicle during an emergency situation;
  (d) any person who operates the vehicle while parking the vehicle at a commercial establishment; or
  (e) any person expressly listed by the rental company on the rental agreement as an authorized driver.
(2) "Damage" means any damage or loss to the rented vehicle resulting from a collision, including loss of use and any costs and expenses incident to the damage or loss.
(3) "Rental agreement" means any written agreement stating the terms and conditions governing the use of a private passenger motor vehicle provided by a rental company.
(4) "Rental company" means any person or organization in the business of providing private passenger motor vehicles to the public.
(5) "Renter" means any person or organization obtaining the use of a private passenger motor vehicle from a rental company under the terms of a rental agreement.

Amended by Chapter 302, 2025 General Session

31A-22-312 Liability for collision damage -- No security required -- No waiver -- Section inapplicable to rental companies disclosing charges.

(1) No rental company may, in rental agreements of 30 continuous days or less, hold any authorized driver liable for any damage except when:
  (a) the damage is caused intentionally by an authorized driver or as a result of the authorized driver's willful and wanton misconduct;
  (b) the damage arises out of the authorized driver's operation of the vehicle while illegally intoxicated or under the influence of any illegal drug as defined or determined under the law of the state where the damage occurred;

(c) the damage is caused while the authorized driver is engaged in any speed contest;
(d) the rental transaction is based on information supplied by the renter with the intent to defraud the rental company;
(e) the damage arises out of the use of the vehicle while committing or otherwise engaged in a criminal act in which the use of the motor vehicle is substantially related to the nature of the criminal activity;
(f) the damage arises out of the use of the motor vehicle to carry persons or property for hire; or
(g) the damage arises out of the use of the motor vehicle outside of the United States or Canada unless the use is specifically authorized by the rental agreement.
(2) No security or deposit for damage in any form may be required or requested by the rental company during the rental period, or pending the resolution of any dispute.
(3) No waiver may be offered to provide coverage for any of the exceptions listed in this section.
(4) This section does not apply to any rental company:
(a) whose advertising in this state clearly discloses all charges and costs incidental to the basic daily rental rate; and
(b) that provides written notice to renters clearly printed on the rental agreement and prominently displayed at its place of business, that the renter's own motor vehicle insurance or the renter's credit card agreement may cover any damage or loss to the rental vehicle.

Amended by Chapter 302, 2025 General Session

31A-22-314 Mandatory coverage.
(1) As used in this section, "owner's or operator's security" has the same meaning as defined in Section 41-12a-103.
(2)
(a) A rental company shall maintain owner's or operator's security meeting the requirements of Title 41, Chapter 12a, Financial Responsibility of Motor Vehicle Owners and Operators Act.
(b) Owner's or operator's security maintained by a rental company under Subsection (2)(a) applies only when there is no other valid or collectible insurance or other form of security meeting the minimum requirements of Title 41, Chapter 12a, Financial Responsibility of Motor Vehicle Owners and Operators Act.
(c) If other valid or collectible insurance or other form of security satisfies the minimum requirements of Title 41, Chapter 12a, Financial Responsibility of Motor Vehicle Owners and Operators Act, on a loss involving a rental vehicle, a rental company's obligation under Title 41, Chapter 12a, Financial Responsibility of Motor Vehicle Owners and Operators Act, is satisfied.
(d) When no other valid or collectible insurance or other form of security exists meeting the minimum requirements of Title 41, Chapter 12a, Financial Responsibility of Motor Vehicle Owners and Operators Act, a rental company shall provide security meeting the minimum requirements of Title 41, Chapter 12a, Financial Responsibility of Motor Vehicle Owners and Operators Act, for losses involving a rental vehicle.
(3) Nothing in this section shall be construed to expand or reduce the liability of a rental company or to impair a rental company's right to indemnity, contribution, or both.

Amended by Chapter 391, 2007 General Session

31A-22-315 Motor vehicle insurance reporting -- Penalty.
(1)

(a) As used in this section, "commercial motor vehicle insurance coverage" means an insurance policy that:
(i) includes motor vehicle liability coverage, uninsured motorist coverage, underinsured motorist coverage, or personal injury coverage; and
(ii) is defined by the department.
(b) In accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, the department shall make rules defining commercial motor vehicle insurance coverage.
(2)
(a) Except as provided in Subsections (2)(b) and (c), each insurer that issues a policy that includes motor vehicle liability coverage, uninsured motorist coverage, underinsured motorist coverage, or personal injury coverage under this part shall before the seventh and twenty-first day of each calendar month provide to the Department of Public Safety's designated agent selected in accordance with Title 41, Chapter 12a, Part 8, Uninsured Motorist Identification Database Program, a record of each motor vehicle or motorboat insurance policy in effect for vehicles registered or garaged in Utah as of the previous submission that was issued by the insurer.
(b) Each insurer that issues commercial motor vehicle insurance coverage shall before the seventh day of each calendar month provide to the Department of Public Safety's designated agent selected in accordance with Title 41, Chapter 12a, Part 8, Uninsured Motorist Identification Database Program, a record of each commercial motor vehicle insurance policy in effect for vehicles registered or garaged in Utah as of the previous month that was issued by the insurer.
(c) An insurer that issues a policy that includes motor vehicle liability coverage, uninsured motorist coverage, underinsured motorist coverage, or personal injury coverage under this part is not required to provide a record of a motor vehicle insurance policy in effect for a vehicle to the Department of Public Safety's designated agent under Subsection (2)(a) or (b) if the policy covers a vehicle that is registered under Section 41-1a-221, 41-1a-222, or 41-1a-301.
(d) This Subsection (2) does not preclude more frequent reporting.
(3)
(a) A record provided by an insurer under Subsection (2)(a) shall include:
(i) the name, date of birth, and driver license number, if the insured provides a driver license number to the insurer, of each insured owner or operator, and the address of the named insured;
(ii) the make, year, and vehicle identification number of each insured vehicle; and
(iii) the policy number, effective date, and expiration date of each policy.
(b) A record provided by an insurer under Subsection (2)(b) shall include:
(i) the named insured;
(ii) the policy number, effective date, and expiration date of each policy; and
(iii) the following information, if available:
(A) the name, date of birth, and driver license number of each insured owner or operator, and the address of the named insured; and
(B) the make, year, and vehicle identification number of each insured vehicle.
(4) Each insurer shall provide this information by an electronic means or by another form the Department of Public Safety's designated agent agrees to accept.
(5)

(a) The commissioner may, following procedures set forth in Title 63G, Chapter 4, Administrative Procedures Act, assess a fine against an insurer of up to $250 for each day the insurer fails to comply with this section.
(b) If an insurer shows that the failure to comply with this section was inadvertent, accidental, or the result of excusable neglect, the commissioner shall excuse the fine.

Amended by Chapter 236, 2024 General Session

31A-22-315.5 Motor vehicle insurance verification -- Penalty.

(1)
(a) Except as provided in Subsection (1)(b), and in addition to the reporting requirements under Section 31A-22-315, each insurer that issues a policy that includes motor vehicle liability coverage, uninsured motorist coverage, underinsured motorist coverage, or personal injury coverage under this part shall, upon request, provide to the Department of Public Safety's designated agent selected in accordance with Title 41, Chapter 12a, Part 8, Uninsured Motorist Identification Database Program, verification of whether or not a motor vehicle insurance policy is in effect for a specified vehicle.
(b) An insurer that issues a policy that includes motor vehicle liability coverage, uninsured motorist coverage, underinsured motorist coverage, or personal injury coverage under this part is not required to provide verification of a motor vehicle insurance policy in effect for a vehicle to the Department of Public Safety's designated agent under Subsection (1)(a) if:
(i) the policy covers a vehicle that is registered under Section 41-1a-221, 41-1a-222, or 41-1a-301;
(ii) the policy covers a commercial motor vehicle; or
(iii) the insurer issues insurance for less than 500 motor vehicles.

(2) Each insurer shall provide the verification required under Subsection (1) using an electronic service established by the insurers, through the Internet, world wide web, or a similar proprietary or common carrier electronic system that:
(a) is compliant with:
(i) the specifications and standards of the Insurance Industry Committee on Motor Vehicle Administration; and
(ii) other applicable industry standards;
(b) is available 24 hours a day, seven days a week, subject to reasonable allowances for:
(i) scheduled maintenance; or
(ii) temporary system failures; and
(c) includes appropriate security measures, consistent with industry standards, to:
(i) secure its data against unauthorized access; and
(ii) maintain a record of all information requests.

(3)
(a) The commissioner may, following procedures set forth in Title 63G, Chapter 4, Administrative Procedures Act, assess a fine against an insurer of up to $250 for each day the insurer fails to comply with this section.
(b) The commissioner shall excuse the fine if an insurer shows that the failure to comply with this section was:
(i) inadvertent;
(ii) accidental; or
(iii) the result of excusable neglect.

Enacted by Chapter 243, 2012 General Session

31A-22-316 Title.

Sections 31A-22-316 through 31A-22-319 are known as the "Aftermarket Crash Parts Act."

Renumbered and Amended by Chapter 8, 1995 General Session

31A-22-317 Definitions.

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

(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.

(2) "Installer" means an individual who replaces or repairs the parts of a motor vehicle.

(3) "Insurer" means an insurance company and any person authorized to represent the insurer with respect to a claim.

(4) "Nonoriginal equipment manufacturer" or "non-OEM" means a manufacturer of replacement parts for a different manufacturer's equipment.

(5) "Non-OEM aftermarket crash part" means an aftermarket crash part not made for or by the manufacturer of the motor vehicle.

(6) "OEM aftermarket crash part" means an aftermarket crash part made for or by the manufacturer of the motor vehicle.

(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.

Amended by Chapter 106, 2026 General Session

31A-22-318 Identification.

(1) Any aftermarket crash part supplied by a nonoriginal equipment manufacturer for use in a motor vehicle in this state shall have the logo or name of the nonoriginal equipment manufacturer affixed or inscribed on the aftermarket crash part.

(2) The nonoriginal equipment manufacturer's logo or name shall be visible after installation whenever practicable.

Renumbered and Amended by Chapter 8, 1995 General Session

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

(1) Unless 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.

(2)

(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.

(b) An insurer may provide the notice described in Subsection (2)(a) electronically in accordance with applicable law.

(c) The notice described in Subsection (2)(a):

(i) is informational only and does not create, expand, or alter coverage or obligations under the policy; and

(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 equivalent in kind and quality in terms of fit, quality, and performance to the original parts they are replacing."

(3) When an insurer authorizes or specifies the use of a non-OEM aftermarket crash part, the written estimate shall:

(a) clearly identify each non-OEM aftermarket crash part; and

(b) contain the following disclosure in 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 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."

(4) Nothing in this section:

(a) creates an express or implied warranty by the insurer beyond the terms of the policy of insurance;

(b) requires an insurer to provide coverage for OEM aftermarket crash parts unless the coverage is expressly provided in the policy; or

(c) prohibits the voluntary use of OEM aftermarket crash parts.

(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).

Amended by Chapter 106, 2026 General Session

31A-22-320 Use of credit information.

(1) For purposes of this section:

(a) "Credit information" means:

(i) a consumer report;

(ii) a credit score;

(iii) any information obtained by the insurer from a consumer report;

(iv) any part of a consumer report; or

(v) any part of a credit score.

(b)

(i) Except as provided in Subsection (1)(b)(ii), "consumer report" is as defined in 15 U.S.C. 1681a.

(ii) "Consumer report" does not include:

(A) a motor vehicle record obtained from a state or an agency of a state; or

(B) any information regarding an applicant's or insured's insurance claim history.

(c)

(i) "Credit score" means a numerical value or a categorization that is:

(A) derived from information in a consumer report;

(B) derived from a statistical tool or modeling system; and

(C) developed to predict the likelihood of:

(I) future insurance claims behavior; or

(II) credit behavior.
(ii) "Credit score" includes:
(A) a risk predictor; or
(B) a risk score.
(iii) A numerical value or a categorization described in Subsection (1)(c)(i) is a credit score if it is developed to predict the behavior described in Subsection (1)(c)(i)(C) regardless of whether it is developed to predict other factors in addition to predicting the behavior described in Subsection (1)(c)(i)(C).
(d) "Motor vehicle related insurance policy" means:
(i) a motor vehicle liability policy;
(ii) a policy that contains uninsured motorist coverage;
(iii) a policy that contains underinsured motorist coverage;
(iv) a policy that contains property damage coverage under this part; or
(v) a policy that contains personal injury coverage under this part.
(2) An insurer that issues a motor vehicle related insurance policy:
(a) except as provided in Subsection (2)(b), may not use credit information for the purpose of determining for the motor vehicle related insurance policy:
(i) renewal;
(ii) nonrenewal;
(iii) termination;
(iv) eligibility;
(v) underwriting; or
(vi) rating; and
(b) notwithstanding Subsection (2)(a), may use credit information for the purpose of:
(i) if risk related factors other than credit information are considered, determining initial underwriting; or
(ii) providing to an insured:
(A) a reduction in rates paid by the insured for the motor vehicle related insurance policy; or
(B) any other discount similar to the reduction in rates described in Subsection (2)(b)(ii)(A).
(3) In accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, the commissioner may make rules necessary to enforce this section.

Amended by Chapter 382, 2008 General Session

31A-22-321 Use of arbitration in third party motor vehicle accident cases.
(1) A person injured as a result of a motor vehicle accident may elect to submit all third party bodily injury claims to arbitration by filing a notice of the submission of the claim to binding arbitration in a court with jurisdiction under Title 78A, Judiciary and Judicial Administration, if:
(a) the claimant or the claimant's representative has:
(i) previously and timely filed a complaint in a court that includes a third party bodily injury claim; and
(ii) filed a notice to submit the claim to arbitration within 14 days after the complaint has been answered; and
(b) the notice required under Subsection (1)(a)(ii) is filed while the action under Subsection (1)(a)(i) is still pending.
(2)
(a) If a party submits a bodily injury claim to arbitration under Subsection (1), the party submitting the claim or the party's representative is limited to an arbitration award that does not exceed

$75,000 or the defendant's per person limits of third party bodily insurance, whichever is less, in addition to any available personal injury protection benefits and any claim for property damage.

(b) A claim for reimbursement of personal injury protection benefits is to be resolved between insurers as provided for in Subsection 31A-22-309(6)(a)(ii).

(c) A claim for property damage may not be made in an arbitration proceeding under Subsection (1) unless agreed upon by the parties in writing.

(d) A party who elects to proceed against a defendant under this section:

(i) waives the right to obtain a judgment against the personal assets of the defendant; and

(ii) is limited to recovery only against available limits of insurance , plus a maximum $15,000 in excess of policy limits, and available costs if appealed.

(e)

(i) This section does not prevent a party from pursuing an underinsured motorist claim as set out in Section 31A-22-305.3.

(ii) An underinsured motorist claim described in Subsection (2)(e)(i) is not limited to the defendant's per person limits of third party bodily insurance coverage or the $75,000 limit.

(iii) There shall be no right of subrogation on the part of the underinsured motorist carrier for a claim submitted to arbitration under this section.

(3) A claim for punitive damages may not be made in an arbitration proceeding under Subsection (1) or any subsequent proceeding, even if the claim is later resolved through a trial de novo under Subsection (11).

(4)

(a) A person who has elected arbitration under this section may rescind the person's election if the rescission is made within:

(i) 90 days after the election to arbitrate; and

(ii) no less than 30 days before any scheduled arbitration hearing.

(b) A person seeking to rescind an election to arbitrate under this Subsection (4) shall:

(i) file a notice of the rescission of the election to arbitrate with the court in which the matter was filed; and

(ii) send copies of the notice of the rescission of the election to arbitrate to all counsel of record to the action.

(c) All discovery completed in anticipation of the arbitration hearing shall be available for use by the parties as allowed by the Utah Rules of Civil Procedure and Utah Rules of Evidence.

(d) A party who has elected to arbitrate under this section and then rescinded the election to arbitrate under this Subsection (4) may not elect to arbitrate the claim under this section again.

(5)

(a) Unless otherwise agreed to by the parties or by order of the court, an arbitration process elected under this section is subject to Rule 26, Utah Rules of Civil Procedure.

(b) Unless otherwise agreed to by the parties or ordered by the court, discovery shall be completed within 150 days after the date arbitration is elected under this section or the date the answer is filed, whichever is longer.

(6)

(a) Unless otherwise agreed to in writing by the parties, a claim that is submitted to arbitration under this section shall be resolved by a single arbitrator.

(b) Unless otherwise agreed to by the parties or ordered by the court, all parties shall agree on the single arbitrator selected under Subsection (6)(a) within 90 days of the answer of the defendant.

(c) If the parties are unable to agree on a single arbitrator as required under Subsection (6)(b), the parties shall select a panel of three arbitrators.
(d) If the parties select a panel of three arbitrators under Subsection (6)(c):
(i) each side shall select one arbitrator; and
(ii) the arbitrators appointed under Subsection (6)(d)(i) shall select one additional arbitrator to be included in the panel.
(7) Unless otherwise agreed to in writing:
(a) each party shall pay an equal share of the fees and costs of the arbitrator selected under Subsection (6)(a); and
(b) if an arbitration panel is selected under Subsection (6)(d):
(i) each party shall pay the fees and costs of the arbitrator selected by that party's side; and
(ii) each party shall pay an equal share of the fees and costs of the arbitrator selected under Subsection (6)(d)(ii).
(8) Except as otherwise provided in this section and unless otherwise agreed to in writing by the parties, an arbitration proceeding conducted under this section shall be governed by Title 78B, Chapter 11, Utah Uniform Arbitration Act.
(9)
(a) Subject to the provisions of this section, the Utah Rules of Civil Procedure and Utah Rules of Evidence apply to the arbitration proceeding.
(b) The Utah Rules of Civil Procedure and Utah Rules of Evidence shall be applied liberally with the intent of concluding the claim in a timely and cost-efficient manner.
(c) Discovery shall be conducted in accordance with Rules 26 through 37 of the Utah Rules of Civil Procedure and shall be subject to the jurisdiction of the court in which the matter is filed.
(d) Dispositive motions shall be filed, heard, and decided by the court prior to the arbitration proceeding in accordance with the court's scheduling order.
(10) A written decision by a single arbitrator or by a majority of the arbitration panel shall constitute a final decision.
(11) An arbitration award issued under this section shall be the final resolution of all bodily injury claims between the parties and may be reduced to judgment by the court upon motion and notice unless:
(a) either party, within 20 days after service of the arbitration award:
(i) files a notice requesting a trial de novo in the court; and
(ii) serves the nonmoving party with a copy of the notice requesting a trial de novo under Subsection (11)(a)(i); or
(b) the arbitration award has been satisfied.
(12)
(a) Upon filing a notice requesting a trial de novo under Subsection (11):
(i) unless otherwise stipulated to by the parties or ordered by the court, an additional 120 days shall be allowed for further discovery;
(ii) the additional discovery time under Subsection (12)(a)(i) shall run from the notice of appeal; and
(iii) the claim shall proceed through litigation in accordance with the Utah Rules of Civil Procedure and Utah Rules of Evidence.
(b) In accordance with Rule 38, Utah Rules of Civil Procedure, either party may request a jury trial with a request for trial de novo filed under Subsection (11)(a)(i).
(13)
(a) If the plaintiff, as the moving party in a trial de novo requested under Subsection (11), does not obtain a verdict that is at least $5,000 and is at least 30% greater than the damages

awarded in arbitration, excluding the items listed in Subsection (19), the plaintiff is responsible for all of the nonmoving party's costs.

(b) The costs described in Subsection (13)(a) include:

(i) any costs set forth in Rule 54(d), Utah Rules of Civil Procedure;

(ii) the costs of expert witnesses and depositions;

(iii) the arbitration costs paid by the prevailing party under Subsection (7);

(iv) prejudgment interest described in Section 78B-5-824; and

(v) postjudgment interest described in Section 15-1-4.

(14)

(a) If a defendant, as the moving party in a trial de novo requested under Subsection (11), does not obtain a verdict that is at least 30% less than the damages awarded in arbitration, excluding the items described in Subsection (19), the defendant is responsible for all of the nonmoving party's costs.

(b) The costs described in Subsection (14)(a) include:

(i) costs described in Rule 54(d), Utah Rules of Civil Procedure;

(ii) the costs of expert witnesses and depositions;

(iii) the arbitration costs paid by the prevailing party under Subsection (7);

(iv) prejudgment interest described in Section 78B-5-824; and

(v) postjudgment interest described in Section 15-1-4.

(15) For purposes of determining whether a party's verdict is greater or less than the arbitration award under Subsections (13) and (14), a court may not consider any recovery or other relief granted on a claim for damages if the claim for damages:

(a) was not fully disclosed in writing prior to the arbitration proceeding; or

(b) was not disclosed in response to discovery contrary to the Utah Rules of Civil Procedure.

(16) Upon a motion of the nonmoving party, the court may award reasonable attorney fees to the nonmoving party if the court determines that the moving party requested a trial de novo to harass, cause unreasonable delay, needlessly increase the cost of litigation, or abuse the judicial process.

(17) Nothing in this section is intended to affect or prevent any first party claim from later being brought under any first party insurance policy under which the injured person is a covered person.

(18)

(a) If a defendant requests a trial de novo under Subsection (11), the total damages award at trial may not exceed $15,000 above any available per person limits of insurance coverage, not including the costs described in Subsection (14)(b).

(b) If a plaintiff requests a trial de novo under Subsection (11), the verdict at trial may not exceed $75,000, or the per person limits of insurance coverage, whichever is less.

(19) All arbitration awards issued under this section shall include:

(a) the costs described in Rule 54(d), Utah Rules of Civil Procedure;

(b) the arbitration costs paid by the prevailing party under Subsection (7);

(c) prejudgment interest described in Section 78B-5-824; and

(d) postjudgment interest described in Section 15-1-4.

(20) If a party requests a trial de novo under Subsection (11), the party shall file a copy of the notice requesting a trial de novo with the commissioner notifying the commissioner of the party's request for a trial de novo under Subsection (11).

Amended by Chapter 310, 2026 General Session

31A-22-322 Improper administration of cancelled auto insurance coverage.

(1) Upon cancellation by an insured of auto insurance coverage, the insurer shall discontinue any automatic payments and withdrawals related to the cancelled policy before the later of:
  (a) 15 days after the request for cancellation; or
  (b) 15 days after the effective date of the cancellation.
(2) After cancellation by an insured of auto insurance coverage, the insurer may not reinstate the cancelled policy without the express consent of the insured.
(3) After cancellation by an insured of auto insurance coverage, the insurer shall refund any funds collected by the insurer to which the insurer is not entitled, calculated according to the terms of the insurance policy, before the later of:
  (a) 30 days after the request for cancellation; or
  (b) 30 days after the effective date of the cancellation.
(4) The commissioner may order an insurer who violates this section to forfeit to the state not more than $2,500 for each violation.

Enacted by Chapter 125, 2016 General Session

31A-22-323 Policy-limit demands, correspondence, and disclosure requirements -- Third-party liability claims.

(1)
  (a) In a third-party liability claim arising under this part in which a claimant or claimant's legal counsel sends a demand letter to a liability insurance carrier demanding the insured's liability policy limits in exchange for a release of claims, such a demand letter shall:
    (i) include reasonably sufficient information to allow a reasonable liability insurance carrier to evaluate the claim, including a description of the incident, injuries, liability basis, and damages, copies of the medical records and bills supporting claimed medical damages, and information supporting any other elements of claimed economic damages; and
    (ii) provide the liability insurance carrier with no less than 30 days to accept or reject the policy-limit demand.
  (b) A claimant is not required to provide expert reports or attorney work product as part of the demand letter described in Subsection (1)(a).
(2)
  (a) If the liability insurance carrier that receives a claimant's demand letter described in Subsection (1) declines to tender the insured's liability policy limits following the receipt of the demand letter, and the claimant intends to file a cause of action against the insured, and the claimant or claimant's legal counsel elects to correspond directly with an unrepresented insured, the correspondence with the insured shall:
    (i) be in writing, with a copy of the correspondence delivered to the applicable liability insurance carrier;
    (ii) include:
      (A) a reference to this statutory section;
      (B) a plain-language explanation of the claimant's claims against the insured;
      (C) a description of the claimant's related injuries;
      (D) a copy of the demand letter described in Subsection (1) that was sent to the liability insurance carrier; and
      (E) if applicable, a copy of the liability insurance carrier's written response to the demand letter described in Subsection (1);

(iii) comply with the Rules of Professional Conduct established by the Utah Supreme Court, including an indication that the interests of the claimant and the claimant's legal counsel are adverse to the insured; and

(iv) indicate the legal action the claimant and claimant's legal counsel intend to pursue against the insured.

(b) Unless necessary to preserve the claimant's legal rights, a claimant or the claimant's legal counsel may not file a cause of action against the insured until 45 days after that date on which the insured has received the correspondence described in Subsection (2)(a).

(c) If a claimant intends to pursue damages in the legal action described in Subsection (2)(a) that exceed the applicable liability insurance policy limit, the correspondence described in Subsection (2)(a):

(i) shall identify the insured's right:

(A) to review the entirety of the claimant's demand letter, claimed medical records and expenses, and other supporting documentation with the claimant's liability insurance carrier; and

(B) to discuss the insured's rights and responsibilities with respect to any excess verdict, judgment, settlement, or award with the insured's liability insurance carrier, as well as with independent legal counsel; and

(ii) if the correspondence references or suggests the possibility of placing a judgment lien against personal property of the insured following any judgment, shall include a plain-language explanation of the process for obtaining a judgment lien.

(3)

(a) Within 30 days after the date on which the liability insurance carrier receives a copy of the correspondence described in Subsection (2), the liability insurance carrier shall provide the insured with a written disclosure stating whether the liability insurance carrier agrees:

(i) to defend the insured against the claim; and

(ii) to indemnify the insured for any verdict, judgment, settlement, or award arising from the claim, including whether:

(A) the indemnification is limited to the applicable policy limits; or

(B) the indemnification will extend to a verdict, judgment, settlement, or award in excess of the applicable policy limit.

(b) If the liability insurance carrier's decision to indemnify the insured is limited to the applicable policy limits, the disclosure in Subsection (3)(a) shall:

(i) provide a reasonable explanation as to the basis of the decision; and

(ii) notify the insured of the insured's right to seek independent legal counsel regarding the insured's rights and responsibilities with respect to the decision whether to indemnify the insured.

(4)

(a) A disclosure made under Subsection (3):

(i) does not expand, reduce, or modify coverage under the insurance policy; and

(ii) is intended solely to provide clarity to the insured regarding the liability insurance carrier's position.

(b)

(i) Compliance with the procedural provisions of this section does not preclude a finding that the liability insurance carrier breached the liability insurance carrier's duty of good faith if the liability insurance carrier's substantive decisions regarding settlement, defense, or indemnification were unreasonable under the circumstances.

(ii) The reasonableness of a liability insurance carrier's conduct with regard to the decision to defend and indemnify the insured as described in Subsection (3) shall be evaluated based on all relevant circumstances existing at the time decisions were made.

(5) Nothing in this section alters, limits, or waives:

(a) a liability insurance carrier's duty to act in good faith and deal fairly with the liability insurance carrier's insured;

(b) any rights or remedies available to an insured arising from a liability insurance carrier's failure to accept a reasonable settlement offer within applicable policy limits; or

(c) any defenses, claims, or causes of action available under common law or statute to any party.

(6)

(a) A claimant's failure to comply with Subsection (1) or (2) does not bar the claimant from filing suit against the insured or pursuing any remedies available at law, but may be considered by a court in evaluating whether a settlement demand was reasonable for purposes of determining whether a liability insurance carrier breached the liability insurance carrier's duty of good faith.

(b) A liability insurance carrier's failure to comply with the disclosure requirements of Subsection (3) does not create an independent cause of action, but may be considered as evidence of bad faith in any subsequent action by the insured against the liability insurance carrier.

(c) Nothing in this section may be construed to create additional procedural prerequisites to an insured's right to pursue a bad faith claim against the liability insurance carrier.

(d) This section supplements and does not replace existing common law and statutory duties and remedies relating to a liability insurance carrier's duty of good faith and fair dealing with the liability insurance carrier's insured.

(e) Nothing in this section creates a private cause of action.

Enacted by Chapter 85, 2026 General Session

Effective 5/5/2027

31A-22-324 Insurer obligations -- Recovery operations -- Arbitration.

(1) As used in this section:

(a) "Commercial vehicle" means the same as that term is defined in Section 72-9-102.

(b) "Motor carrier" means the same as that term is defined in Section 72-9-102.

(c) "Motor vehicle" means the same as that term is defined in Section 41-1a-102.

(d) "Non-consent police generated tow" means the towing of a vehicle, vessel, or outboard motor made at the request of a peace officer, a person acting on behalf of a law enforcement agency, or a highway authority under:

(i) Section 41-1a-1101;

(ii) Section 41-6a-210;

(iii) Section 41-6a-527;

(iv) Section 41-6a-1405;

(v) Section 41-6a-1406;

(vi) Section 41-6a-1408;

(vii) Section 73-18-20.1; or

(viii) another provision of law.

(e) "Power unit" means a motor vehicle that is a commercial vehicle.

(f) "Recovery operation" means the same as that term is defined in Section 72-1-102.

(g) "Recovery operator" means a tow truck motor carrier that performs a recovery operation.

(h) "Tow truck motor carrier" means the same as that term is defined in Section 72-9-102.

(2) A motor carrier shall pay the costs associated with a recovery operation from the motor vehicle insurance policy issued for the power unit.
(3) A commercial liability insurer that provides an endorsement described in Subsection (7)(a) that insures a vehicle or cargo recovered as part of a recovery operation shall pay the recovery operator directly for all reasonable and necessary services involved in the recovery operation.
(4)
(a) A commercial liability insurer that provides an endorsement described in Subsection (7)(a) that insures a vehicle recovered as part of a recovery operation shall, within 60 days after the day on which the insurer receives an invoice with documentation of the services performed for the recovery operation:
(i) pay the recovery operator the full amount invoiced by the recovery operator; or
(ii) pay the lesser of:
(A) 75% of the total of the invoiced amount; or
(B) $40,000.
(b) An insurer may dispute the amount invoiced by a recovery operator as described in Subsection (4)(a) within 60 days after the day on which the insurer receives an invoice from the recovery operator.
(5) Before commencing arbitration as described in Subsection (6), the insurer and the recovery operator shall attempt to resolve a dispute through mediation.
(6)
(a) A dispute regarding the reasonableness or necessity of an unpaid amount shall be resolved by binding arbitration.
(b) Arbitration under this Subsection (6) shall:
(i) be conducted in accordance with Title 78B, Chapter 11, Utah Uniform Arbitration Act;
(ii) be limited to a determination of the reasonableness and necessity of the disputed amount; and
(iii) be initiated by a written demand for arbitration served on the opposing party.
(c) If arbitration is initiated, the insurer shall post a bond or other security, in a form acceptable to the arbitrator, in an amount that is equal to the difference of the total invoiced amount and the amount paid by the insurer under Subsection (4)(a).
(d) Upon receipt of proof of the bond or other security described in Subsection (6)(c), the recovery operator shall immediately release the recovered vehicle and any associated cargo to the insurer or the insurer's authorized agent.
(e) The arbitrator shall issue a written decision and award determining the amount, if any, payable from the bond or other security.
(f) An arbitration award issued under this Subsection (6) is:
(i) final and binding; and
(ii) subject to judicial review as provided in Title 78B, Chapter 11, Utah Uniform Arbitration Act.
(g) If the arbitrator determines that all or a portion of the disputed charges are not reasonable or not necessary, the insurer is not liable for the amount the arbitrator determines not reasonable or not necessary, and the arbitrator shall order the release of any remaining bond or other security to the insurer.
(h) If the total amount posted by the insurer as described in Subsection (6)(c) exceeds the final amount that an arbitrator determines to be reasonable and necessary as described in Subsection (6)(e), the recovery operator shall return to the insurer the difference of the amount paid by the insurer and the final amount decided by the arbitrator.
(i) Nothing in this Subsection (6) authorizes a recovery operator to withhold release of a recovered vehicle or cargo after compliance with Subsection (6)(c).

(7)
(a) In addition to any other coverage required by this title, a motor carrier operating in this state shall obtain a motor vehicle liability insurance policy for a power unit that includes a separate coverage endorsement providing coverage for costs associated with a recovery operation.
(b) The endorsement requirement described in Subsection (7)(a) applies to commercial vehicles covered by:
(i) a liability-only insurance policy; or
(ii) a full coverage insurance policy, if the policy does not include at least $40,000 of coverage for a recovery operation.
(c) The recovery coverage described in Subsection (7)(a) applies only to a recovery operation that is a non-consent police generated tow.
(d) The minimum coverage limit for recovery coverage required under this Subsection (7) is $40,000 per recovery operation.
(e) An insurer may offer, and a motor carrier may purchase, recovery coverage in excess of the minimum amount required under Subsection (7)(d).
(8) If a recovery operator charges more than the maximum rates established by the Department of Transportation by rule as described in Section 72-9-603 for recovery services:
(a) a requirement for an insurer to pay a bill described in this section is void; and
(b) a bond requirement that applies to the recovery operator is void.

Enacted by Chapter 189, 2026 General Session