

2022 SESSION

SENATE SUBSTITUTE

22105623D

SENATE BILL NO. 754

AMENDMENT IN THE NATURE OF A SUBSTITUTE
(Proposed by the Senate Committee on Commerce and Labor
on January 31, 2022)

(Patron Prior to Substitute—Senator Obenshain)

A BILL to amend and reenact §§ 38.2-2202, 38.2-2206, and 46.2-2057 of the Code of Virginia, relating to motor vehicle insurance; uninsured motorist coverage.

Be it enacted by the General Assembly of Virginia:

1. That §§ 38.2-2202, 38.2-2206, and 46.2-2057 of the Code of Virginia are amended and reenacted as follows:

§ 38.2-2202. Required notice of optional coverage available.

A. No new policy for insurance covering liability arising out of the ownership, maintenance, or use of any motor vehicle shall be issued or delivered in the Commonwealth unless there is enclosed with the policy, in boldface type, the following statement:

IMPORTANT NOTICE

IN ADDITION TO THE MINIMUM INSURANCE REQUIRED BY LAW, YOU MAY PURCHASE ADDITIONAL INSURANCE COVERAGE FOR THE NAMED INSURED AND FOR HIS RELATIVES WHO ARE MEMBERS OF HIS HOUSEHOLD WHILE IN OR UPON, ENTERING OR ALIGHTING FROM A MOTOR VEHICLE, OR THROUGH BEING STRUCK BY A MOTOR VEHICLE WHILE NOT OCCUPYING A MOTOR VEHICLE, AND FOR OCCUPANTS OF THE INSURED MOTOR VEHICLE. THE FOLLOWING HEALTH CARE AND DISABILITY BENEFITS ARE AVAILABLE FOR EACH ACCIDENT:

1. PAYMENT OF UP TO \$2,000 PER PERSON FOR ALL REASONABLE AND NECESSARY EXPENSES FOR MEDICAL, CHIROPRACTIC, HOSPITAL, DENTAL, SURGICAL, PROSTHETIC AND REHABILITATION SERVICES, SERVICES PROVIDED BY AN EMERGENCY MEDICAL SERVICES VEHICLE AS DEFINED IN § 32.1-111.1, AND FUNERAL EXPENSES RESULTING FROM THE ACCIDENT AND INCURRED WITHIN THREE YEARS AFTER THE DATE OF THE ACCIDENT. HOWEVER, IF YOU DO NOT PURCHASE THE \$2,000 LIMIT OF COVERAGE, YOU AND THE COMPANY MAY AGREE TO ANY OTHER LIMIT; AND

2. AN AMOUNT EQUAL TO THE LOSS OF INCOME UP TO \$100 PER WEEK IF THE INJURED PERSON IS ENGAGED IN AN OCCUPATION FOR WHICH HE RECEIVES COMPENSATION, FROM THE FIRST WORKDAY LOST AS A RESULT OF THE ACCIDENT UP TO THE DATE THE PERSON IS ABLE TO RETURN TO HIS USUAL OCCUPATION. SUCH PAYMENTS ARE LIMITED TO A PERIOD EXTENDING ONE YEAR FROM THE DATE OF THE ACCIDENT.

IF YOU DESIRE TO PURCHASE EITHER OR BOTH OF THESE COVERAGES AT AN ADDITIONAL PREMIUM, YOU MAY DO SO BY CONTACTING THE AGENT OR COMPANY THAT ISSUED YOUR POLICY.

The insurer issuing the policy shall inform the insured by any reasonable means of communication of the approximate premium for the additional coverage.

B. No new policy of insurance covering liability arising out of the ownership, maintenance, or use of any motor vehicle shall be issued or delivered in the Commonwealth unless the following statement, printed in boldface type, is enclosed with the policy:

IMPORTANT NOTICE

YOU ARE ENTITLED TO PURCHASE UNINSURED/UNDERINSURED COVERAGE LIMITS EQUAL TO THE LIABILITY LIMITS ON YOUR MOTOR VEHICLE POLICY. HOWEVER, ANY ONE NAMED INSURED HAS THE RIGHT TO REDUCE THE LIMITS OF THE UNINSURED/UNDERINSURED MOTORIST COVERAGE TO LESS THAN THE LIABILITY LIMITS ON THE POLICY BUT NO LOWER THAN THE FINANCIAL RESPONSIBILITY LIMITS REQUIRED BY § 46.2-472 OF THE CODE OF VIRGINIA. THE INSURER MAY REQUIRE THAT A REQUEST TO REDUCE COVERAGE BE IN WRITING. ONCE ANY ONE NAMED INSURED REDUCES THE POLICY LIMITS FOR UNINSURED/UNDERINSURED MOTORIST COVERAGE BELOW THE POLICY'S LIABILITY LIMITS, THAT ELECTION IS BINDING ON ALL INSURED ON THE POLICY. LATER, IF YOU DESIRE TO INCREASE YOUR LIMITS, YOU MUST MAKE A SPECIFIC REQUEST TO YOUR INSURER. YOU MAY WANT TO PUT THIS REQUEST IN WRITING.

BEFORE REDUCING THE LIMITS OF THE UNINSURED/UNDERINSURED MOTORIST COVERAGE, YOU SHOULD CAREFULLY CONSIDER THAT THIS COVERAGE PROVIDES IMPORTANT PROTECTION IN THE EVENT YOU ARE INJURED OR YOUR MOTOR VEHICLE

SENATE SUBSTITUTE

SB754S1

60 IS DAMAGED DUE TO THE ACTIONS OF AN UNINSURED/UNDERINSURED MOTORIST.

61 *C. No policy of insurance covering liability arising out of the ownership, maintenance, or use of any*
62 *motor vehicle shall be issued, delivered, or renewed after July 1, 2023, in the Commonwealth unless the*
63 *following statement, printed in boldface type, is enclosed with the policy:*

64 **IMPORTANT NOTICE**

65 **PREVIOUSLY, YOUR UNDERINSURED MOTORIST COVERAGE PAID DAMAGES DUE TO AN**
66 **INSURED AFTER ANY CREDIT OF THE BODILY INJURY OR PROPERTY DAMAGE LIABILITY**
67 **COVERAGE APPLICABLE TO THE INSURED'S DAMAGES HAD BEEN APPLIED.**

68 **THE LAW HAS BEEN AMENDED TO REQUIRE INSURERS TO PROVIDE UNDERINSURED**
69 **MOTORIST COVERAGE THAT PAYS ANY DAMAGES DUE TO AN INSURED IN ADDITION TO ANY**
70 **BODILY INJURY OR PROPERTY DAMAGE LIABILITY THAT IS APPLICABLE TO THE INSURED'S**
71 **DAMAGES. THIS CHANGE MAY AFFECT YOUR PREMIUM.**

72 **YOU MAY ELECT TO REFUSE THIS CHANGE IN YOUR UNDERINSURED MOTORIST**
73 **COVERAGE.**

74 **AN ELECTION TO DECREASE YOUR UNDERINSURED MOTORIST COVERAGE MUST BE IN**
75 **WRITING. ONCE ANY ONE NAMED INSURED ELECTS TO DECREASE THE UNDERINSURED**
76 **MOTORIST COVERAGE, THAT ELECTION IS BINDING ON ALL INSUREDS ON THE POLICY.**
77 **LATER, IF YOU DESIRE TO PURCHASE INCREASED UNDERINSURED MOTORIST COVERAGE,**
78 **YOU MUST MAKE A SPECIFIC REQUEST TO YOUR INSURER. YOU MUST PUT THIS REQUEST**
79 **IN WRITING.**

80 **BEFORE ELECTING TO DECREASE YOUR UNDERINSURED MOTORIST COVERAGE, YOU**
81 **SHOULD CAREFULLY CONSIDER THAT THIS COVERAGE PROVIDES IMPORTANT PROTECTION**
82 **IN THE EVENT YOU ARE INJURED OR YOUR MOTOR VEHICLE IS DAMAGED DUE TO THE**
83 **ACTIONS OF AN UNDERINSURED MOTORIST.**

84 **§ 38.2-2206. Uninsured motorist insurance coverage.**

85 A. Except as provided in subsection J, no policy or contract of bodily injury or property damage
86 liability insurance relating to the ownership, maintenance, or use of a motor vehicle shall be issued or
87 delivered in this Commonwealth to the owner of such vehicle or shall be issued or delivered by any
88 insurer licensed in this Commonwealth upon any motor vehicle principally garaged or used in this
89 Commonwealth unless it contains an endorsement or provisions undertaking to pay the insured all sums
90 that he is legally entitled to recover as damages from the owner or operator of an uninsured motor
91 vehicle, within limits not less than the requirements of § 46.2-472. Those limits shall equal but not
92 exceed the limits of the liability insurance provided by the policy, unless any one named insured rejects
93 the additional uninsured motorist insurance coverage by notifying the insurer as provided in subsection
94 B of § 38.2-2202. This rejection of the additional uninsured motorist insurance coverage by any one
95 named insured shall be binding upon all insureds under such policy as defined in subsection B. The
96 endorsement or provisions shall also *provide underinsured motorist insurance coverage with limits that*
97 *shall be equal to the uninsured motorist insurance coverage limits and shall obligate the insurer to make*
98 *payment for bodily injury or property damage caused by the operation or use of an underinsured motor*
99 *vehicle to the extent the vehicle is underinsured; as defined in subsection B.*

100 *The endorsement shall provide that underinsured motorist coverage shall be paid without any credit*
101 *for the bodily injury and property damage coverage available for payment, unless any one named*
102 *insured signs an election to reduce any underinsured motorist coverage payments by the bodily injury*
103 *liability or property damage liability coverage available for payment by notifying the insurer as*
104 *provided in subsection C of § 38.2-2202. This election by any one named insured shall be binding upon*
105 *all insureds under such policy.*

106 The endorsement or provisions shall also provide for at least \$20,000 coverage for damage or
107 destruction of the property of the insured in any one accident but may provide an exclusion of the first
108 \$200 of the loss or damage where the loss or damage is a result of any one accident involving an
109 unidentifiable owner or operator of an uninsured motor vehicle.

110 B. 1. As used in this section:

111 "Bodily injury" includes death resulting from bodily injury.

112 "Insured" as used in subsections A, D, G, and H, means the named insured and, while resident of the
113 same household, the spouse of the named insured, and relatives, wards or foster children of either, while
114 in a motor vehicle or otherwise, and any person who uses the motor vehicle to which the policy applies,
115 with the expressed or implied consent of the named insured, and a guest in the motor vehicle to which
116 the policy applies or the personal representative of any of the above.

117 "Uninsured motor vehicle" means a motor vehicle for which (i) there is no bodily injury liability
118 insurance and property damage liability insurance in the amounts specified by § 46.2-472, (ii) there is
119 such insurance but the insurer writing the insurance denies coverage for any reason whatsoever,
120 including failure or refusal of the insured to cooperate with the insurer, (iii) there is no bond or deposit
121 of money or securities in lieu of such insurance, (iv) the owner of the motor vehicle has not qualified as

a self-insurer under the provisions of § 46.2-368, or (v) the owner or operator of the motor vehicle is immune from liability for negligence under the laws of the Commonwealth or the United States, in which case the provisions of subsection F shall apply and the action shall continue against the insurer. A motor vehicle shall be deemed uninsured if its owner or operator is unknown.

A motor vehicle is "underinsured" when, and to the extent that, the total amount of bodily injury and property damage coverage applicable to the operation or use of the motor vehicle and available for payment for such bodily injury or property damage, including all bonds or deposits of money or securities made pursuant to Article 15 (§ 46.2-435 et seq.) of Chapter 3 of Title 46.2, is less than the total amount of ~~uninsured motorist coverage~~ *afforded damages sustained up to the total amount of underinsured motorist coverage* afforded any person injured as a result of the operation or use of the vehicle.

"Available for payment" means the amount of liability insurance coverage applicable to the claim of the injured person for bodily injury or property damage reduced by the payment of any other claims arising out of the same occurrence.

2. If an injured person is entitled to *uninsured or underinsured motorist coverage* under more than one policy, the ~~following order of priority of policies applies and any amount available for payment insurers shall be credited against such policies obligated to the injured person~~ in the following order of priority of payment:

1. a. The policy covering a motor vehicle occupied by the injured person at the time of the accident;
2. b. The policy covering a motor vehicle not involved in the accident under which the injured person is a named insured;
3. c. The policy covering a motor vehicle not involved in the accident under which the injured person is an insured other than a named insured.

Where there is more than one insurer providing coverage under one of the payment priorities set forth, their liability shall be proportioned as to their respective *available uninsured or underinsured motorist coverages*.

3. *If an injured person is entitled to underinsured motorist coverage under one or more policies wherein a named insured has elected to reduce the underinsured motorist limits by the available bodily injury liability insurance or property damage liability insurance coverage available for payment, any amount available for payment shall be credited against such policies in payment priority pursuant to subdivision 2 a only, and where there is more than one such policy entitled to such credit, the credit shall be apportioned pro-rata pursuant to the policies' respective available underinsured motorist coverages.*

4. Recovery under the endorsement or provisions shall be subject to the conditions set forth in this section.

C. There shall be a rebuttable presumption that a motor vehicle is uninsured if the Commissioner of the Department of Motor Vehicles certifies that, from the records of the Department of Motor Vehicles, it appears that (i) there is no bodily injury liability insurance and property damage liability insurance in the amounts specified by § 46.2-472 covering the owner or operator of the motor vehicle; (ii) no bond has been given or cash or securities delivered in lieu of the insurance; or (iii) the owner or operator of the motor vehicle has not qualified as a self-insurer in accordance with the provisions of § 46.2-368.

D. If the owner or operator of any motor vehicle that causes bodily injury or property damage to the insured is unknown, and if the damage or injury results from an accident where there has been no contact between that motor vehicle and the motor vehicle occupied by the insured, or where there has been no contact with the person of the insured if the insured was not occupying a motor vehicle, then for the insured to recover under the endorsement required by subsection A, the accident shall be reported promptly to either (i) the insurer or (ii) a law-enforcement officer having jurisdiction in the county or city in which the accident occurred. If it is not reasonably practicable to make the report promptly, the report shall be made as soon as reasonably practicable under the circumstances.

E. If the owner or operator of any vehicle causing injury or damages is unknown, an action may be instituted against the unknown defendant as "John Doe" and service of process may be made by delivering a copy of the motion for judgment or other pleadings to the clerk of process in which the action is brought. Service upon the insurer issuing the policy shall be made as prescribed by law as though the insurer were a party defendant. The provisions of § 8.01-288 shall not be applicable to the service of process required in this subsection. The insurer shall have the right to file pleadings and take other action allowable by law in the name of John Doe.

F. If any action is instituted against the owner or operator of an uninsured or underinsured motor vehicle by any insured intending to rely on the uninsured or underinsured coverage provision or endorsement of this policy under which the insured is making a claim, then the insured shall serve a copy of the process upon this insurer in the manner prescribed by law, as though the insurer were a party defendant. The provisions of § 8.01-288 shall not be applicable to the service of process required

183 in this subsection. The insurer shall then have the right to file pleadings and take other action allowable
184 by law in the name of the owner or operator of the uninsured or underinsured motor vehicle or in its
185 own name. Notwithstanding the provisions of subsection A, the immunity from liability for negligence
186 of the owner or operator of a motor vehicle shall not be a bar to the insured obtaining a judgment
187 enforceable against the insurer for the negligence of the immune owner or operator, and shall not be a
188 defense available to the insurer to the action brought by the insured, which shall proceed against the
189 named defendant although any judgment obtained against an immune defendant shall be entered in the
190 name of "Immune Defendant" and shall be enforceable against the insurer and any other nonimmune
191 defendant as though it were entered in the actual name of the named immune defendant. Nothing in this
192 subsection shall prevent the owner or operator of the uninsured motor vehicle from employing counsel
193 of his own choice and taking any action in his own interest in connection with the proceeding.

194 G. Any insurer paying a claim under the endorsement or provisions required by subsection A shall
195 be subrogated to the rights of the insured to whom the claim was paid against the person causing the
196 injury, death, or damage and that person's insurer, although it may deny coverage for any reason, to the
197 extent that payment was made. The bringing of an action against the unknown owner or operator as
198 John Doe or the conclusion of such an action shall not bar the insured from bringing an action against
199 the owner or operator proceeded against as John Doe, or against the owner's or operator's insurer
200 denying coverage for any reason, if the identity of the owner or operator who caused the injury or
201 damages becomes known. The bringing of an action against an unknown owner or operator as John Doe
202 shall toll the statute of limitations for purposes of bringing an action against the owner or operator who
203 caused the injury or damages until his identity becomes known. In no event shall an action be brought
204 against an owner or operator who caused the injury or damages, previously filed against as John Doe,
205 more than three years from the commencement of the action against the unknown owner or operator as
206 John Doe in a court of competent jurisdiction. Any recovery against the owner or operator, or the
207 insurer of the owner or operator shall be paid to the insurer of the injured party to the extent that the
208 insurer paid the named insured in the action brought against the owner or operator as John Doe.
209 However, the insurer shall pay its proportionate part of all reasonable costs and expenses incurred in
210 connection with the action, including reasonable attorney's fees. Nothing in an endorsement or provisions
211 made under this subsection nor any other provision of law shall prevent the joining in an action against
212 John Doe of the owner or operator of the motor vehicle causing the injury as a party defendant, and the
213 joinder is hereby specifically authorized. No action, verdict or release arising out of a suit brought under
214 this subsection shall give rise to any defenses in any other action brought in the subrogated party's
215 name, including res judicata and collateral estoppel.

216 H. No endorsement or provisions providing the coverage required by subsection A shall require
217 arbitration of any claim arising under the endorsement or provisions, nor may anything be required of
218 the insured except the establishment of legal liability, nor shall the insured be restricted or prevented in
219 any manner from employing legal counsel or instituting legal proceedings.

220 I. Except as provided in § 65.2-309.1, the provisions of subsections A and B of § 38.2-2204 and the
221 provisions of subsection A shall not apply to any policy of insurance to the extent that it covers the
222 liability of an employer under any workers' compensation law, or to the extent that it covers liability to
223 which the Federal Tort Claims Act applies. No provision or application of this section shall limit the
224 liability of an insurer of motor vehicles to an employee or other insured under this section who is
225 injured by an uninsured motor vehicle; provided that in the event an employee of a self-insured
226 employer receives a workers' compensation award for injuries resulting from an accident with an
227 uninsured motor vehicle, such award shall be set off against any judgment for damages awarded
228 pursuant to this section for personal injuries resulting from such accident.

229 J. Policies of insurance whose primary purpose is to provide coverage in excess of other valid and
230 collectible insurance or qualified self-insurance may include uninsured motorist coverage as provided in
231 subsection A. Insurers issuing or providing liability policies that are of an excess or umbrella type or
232 which provide liability coverage incidental to a policy and not related to a specifically insured motor
233 vehicle, shall not be required to offer, provide or make available to those policies uninsured or
234 underinsured motor vehicle coverage as defined in subsection A.

235 K. An injured person, or in the case of death or disability his personal representative, may settle a
236 claim with (i) a liability insurer, including any insurer providing liability coverage through an excess or
237 umbrella insurance policy or contract and (ii) the liability insurer's insured for the available limits of the
238 liability insurer's coverage. Upon settlement with the liability insurer, the injured party or personal
239 representative shall proceed to execute a full release in favor of the underinsured motorist's liability
240 insurer and its insured and finalize the proposed settlement without prejudice to any underinsured
241 motorist benefits or claim. Any such release that states that it is being executed pursuant to or consistent
242 with this subsection shall not operate to release any parties other than the liability insurer and
243 underinsured motorist, regardless of the identities of the released parties set forth in the release, and any
244 terms contained in the release that are inconsistent with, or in violation of, this section are null and void.

Upon payment of the liability insurer's available limits to the injured person or personal representative or his attorney, the liability insurer shall thereafter have no further duties to its insured, including the duty to defend its insured if an action has been or is brought against the liability insurer's insured, and the insurer providing applicable underinsured motorist coverage shall have no right of subrogation or claim against the underinsured motorist. However, if the underinsured motorist unreasonably fails to cooperate with the underinsured motorist benefits insurer in the defense of any lawsuit brought by the injured person or his personal representative, he may again be subjected to a claim for subrogation by the underinsured motorist benefits insurer pursuant to § 8.01-66.1:1. Nothing in this section or § 8.01-66.1:1 shall create any duty on the part of any underinsured motorist benefits insurer to defend any underinsured motorist. No attorney-client relationship is created between the underinsured motorist and counsel for the underinsured motorist benefits insurer without the express intent and agreement of the underinsured motorist, the underinsured motorist benefits insurer, and counsel for the underinsured motorist benefits insurer. This section provides an alternative means by which the parties may resolve claims and does not eliminate or restrict any other available means.

L. Any settlement between the injured person or his personal representative, any insurer providing liability coverage applicable to the claim, and the underinsured motorist described in subsection K shall be in writing, signed by both the injured person or his personal representative and the underinsured motorist, and shall include the following notice to the underinsured motorist, which must be initialed by the underinsured motorist:

"NOTICE TO RELEASED PARTY: Your insurance company has agreed to pay the available limits of its insurance to settle certain claims on your behalf. This settlement secures a full release of you for all claims the claimant/plaintiff has against you arising out of the subject accident, as well as ensures that no judgment can ever be entered against you by the claimant/plaintiff. In order to protect yourself from subrogation by any underinsured motorist insurer, you are agreeing to cooperate with the underinsured motorist benefits insurer(s). The underinsured motorist benefits insurer is not your insurer and has no duty to defend you.

Under this manner of settlement, the underinsured motorist benefits insurer(s) that is/are involved in this case has/have no right of subrogation against you unless you fail to reasonably cooperate in its/their defense of the claim by not (i) attending your deposition and trial, if subpoenaed, (ii) assisting in responding to discovery, (iii) meeting with defense counsel at reasonable times after commencement of this suit and before your testimony at a deposition and/or trial, and (iv) notifying the underinsured motorist benefits insurer or its defense counsel of any change in your address, provided that the underinsured motorist benefits insurer or its defense counsel has notified you of its existence and provided you with their contact information.

Upon payment of the agreed settlement amount by your insurance company(ies), such company shall no longer owe you any duties, including the duty to hire and pay for an attorney for you. You are not required to consent to settlement in this manner. If you do not consent to settlement in this manner, your insurance company will still defend you in any lawsuit brought against you by the claimant/plaintiff, but you will not have the protections of a full release from the claimant/plaintiff, judgment could be entered against you and may exceed your available insurance coverage, and any underinsured motorist benefits insurer would have a right of subrogation against you to recover any moneys it pays to the claimant/plaintiff.

You are encouraged to discuss your rights and obligations related to settlement in this manner with your insurance company and/or an attorney. By signing this document, you agree to consent to this settlement and to reasonably cooperate with the underinsured motorist benefits insurer in the defense of any lawsuit brought by the claimant/plaintiff.

____ (initial)"

In the alternative to having the underinsured motorist sign the release and initial the notice, the liability insurer may send the notice and release to the underinsured motorist by certified mail return receipt requested to his last known address, which will be deemed to have satisfied the requirements of this subsection.

M. Any action brought by the injured person or his personal representative to recover underinsured motorist benefits after payment of the liability insurer's available limits pursuant to subsection K shall be brought against the released defendant, and a copy of the complaint shall be served on any insurer providing underinsured motorist benefits. If an action is pending at the time the liability insurer's available limits are paid to the injured person or personal representative or his attorney, then the action shall remain pending against the named defendant or defendants who have been released. If such action results in a verdict in favor of the injured person or his personal representative against a released defendant, then judgment as to that defendant shall be entered in the name of "Released Defendant" and shall be enforceable against the underinsured motorist benefits insurer, not to exceed the underinsured motorist benefits limits, and against any unreleased defendant, as though it were entered in the actual

306 name of the released defendant.

307 N. Any proposed settlement between a liability insurer and a person under a disability or a personal
308 representative as permitted in subsection K that compromises in part a claim for personal injuries by the
309 person under a disability or for death by wrongful act pursuant to § 8.01-50 may be, but is not required
310 to be, approved pursuant to § 8.01-424 or 8.01-55, as applicable. If the personal representative elects not
311 to have the settlement with the liability insurer approved pursuant to § 8.01-55, then any payment made
312 to the personal representative by the liability insurer shall be made payable to the personal
313 representative's attorney, to be held in trust, or paid into the court pursuant to § 8.01-600 if the personal
314 representative is not represented by an attorney, with no disbursements made therefrom until the
315 compromise is approved by the court pursuant to § 8.01-55. Approval by the court of a settlement
316 between the liability insurer and a person under a disability or the personal representative pursuant to
317 this subsection shall not prejudice the person's or personal representative's claim for underinsured
318 motorist benefits.

319 **§ 46.2-2057. Taxicab insurance required.**

320 A. Each operator of a motor vehicle performing a bona fide taxicab service shall file insurance as
321 required under this article unless evidence can be shown to the Department that the operator (i) is a
322 self-insurer under an ordinance of the city or county where the home office of the operator is located or
323 (ii) *has been issued a certificate of self-insurance* pursuant to § 46.2-368.

324 B. Any self-insurance protection subject to this section shall provide for protection against the
325 uninsured or underinsured motorist to the extent required by § 38.2-2206. Notwithstanding § 38.2-2206
326 or any other provision of this title, protection against the uninsured or underinsured motorist shall be
327 subject to a limit exclusive of interest and costs, with respect to each motor vehicle, *as follows: (i) a*
328 *limit of \$25,000 because of due to* bodily injury to or death of one person in any one accident; (ii)
329 subject to the limit for one person, a limit of \$50,000 *because of due to* bodily injury or death of two or
330 more persons in any one accident; and (iii) a limit of \$20,000 *because of due to* injury to or destruction
331 of property of others in any one accident. *The amount of bodily injury or property damage liability*
332 *coverage available for payment from any source shall be credited against and reduce the amount of*
333 *protection otherwise available against an underinsured motorist.* Nothing herein shall preclude any
334 self-insurer operator from purchasing or providing uninsured or underinsured motorist insurance
335 coverage in an amount greater than required in this subsection. Such protection against uninsured and
336 underinsured motorists shall be secondary coverage to any other valid and collectible insurance
337 providing the same protection that is available to any person otherwise entitled to assert a claim to such
338 protection by virtue of this section.

339 **2. That the provisions of this act shall apply to new and renewal policies effective on or after July**
340 **1, 2023.**