

UTAH SUPPLEMENTAL APPLICATION

**Must be completed in conjunction with the ALL STATES Form A-101
if Auto Liability Coverage is requested**

Applicant Name: _____

DBA, if any: _____

OFFER OF UMBI, UIMBI AND UMPD COVERAGE

Uninsured (UMBI) motorist coverage is to provide “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” (pursuant to UTAH CODE ANN. § 31A-22-305(4)(a)(iv)). Furthermore, underinsured motorist (UIMBI) is to provide “benefits or protection to you and other covered person for bodily injury resulting from an accident caused by the fault of another party where the other party has insufficient liability insurance” (pursuant UTAH CODE ANN. § 31A-22-305.3(3)(a)(iv)).

Uninsured Motorist Bodily Injury Coverage (UMBI) – provides protection 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.

Pursuant to Utah Code Section 31A-22-305, an “uninsured motor vehicle” includes a motor vehicle that:

- a) has no liability insurance coverage;
- b) is an unidentified motor vehicle that left the scene of an accident (i.e. a “hit-and-run”); or
- c) is 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.

UMBI coverage does not provide coverage for accidents involving an “underinsured motor vehicle.”

Underinsured Motorist Bodily Injury Coverage (UIMBI) - 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.

Pursuant to Utah Code Section 31A-22-305.3, an “underinsured motor vehicle” is a motor vehicle that is covered under a liability policy at the time of the injury-causing accident, but has insufficient coverage to fully compensate the injured party.

An “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”; 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.

UIMBI coverage does not provide coverage for accidents involving “uninsured motor vehicles.”

Uninsured Motorist Property Damage Coverage (UMPD) – provides coverage for the loss or property damage to the motor vehicle described in the policy (a covered vehicle) that a covered person is legally entitled to recover as damages from the owner or operator of an “uninsured motor vehicle.”

SELECTION OR REJECTION OF COVERAGE

Utah law requires us to offer you UMBI and UIMBI coverage with limits equal to the lesser of:

1. the bodily injury liability limits of your policy; or
2. the maximum limits made available by the company for your type of policy

You have the right to reject UMBI and/or UIMBI coverage or to select a lower limit. However, UMBI and UIMBI limits cannot be lower than the minimum limits specified in Utah law, unless you reject coverage entirely.

At the request of the named insured, the policy will also provide UMPD coverage if the policy does not provide insurance for collision damage (pursuant to UT ST 31A-22-305.5).

Your choice to reject or select lower limits of UMBI, UIMBI, or UMPD is binding upon all who are insured by this policy. The rejection or election will also apply to all motor vehicles insured under the policy, and to any subsequent renewal or replacement policies unless you write to us and request different UMBI, UIMBI, or UMPD coverage limits.

Please indicate your Uninsured Motorist Bodily Injury Coverage (UMBI) selection or rejection below and indicate your choice by initialing to the left of the option you choose:

| <u>Initial</u> | | <u>Annual Premium</u> |
|----------------|---|-----------------------|
| _____ | I elect to purchase UMBI Coverage with statutory minimum limits of \$25,000 for one person in any one accident, subject to the total limit of \$65,000 for two or more persons in any one accident. I understand that I am waiving higher limits of coverage by selecting this option. | \$ _____ |
| _____ | I do not want UMBI Coverage and choose to reject UMBI Coverage. I understand that I will not be compensated through UMBI coverage for losses arising from an accident caused by the owner or operator of an “uninsured motor vehicle.” | N/A |

Please indicate your Underinsured Motorist Bodily Injury Coverage (UIMBI) selection or rejection below and indicate your choice by initialing to the left of the option you choose:

| <u>Initial</u> | | <u>Annual Premium</u> |
|----------------|--|-----------------------|
| _____ | I elect to purchase UIMBI Coverage with statutory minimum limits of \$10,000 for one person in any one accident, subject to the total limit of \$20,000 for two or more persons in any one accident. I understand that I am waiving higher limits of coverage by selecting this option. | \$ _____ |
| _____ | I do not want UIMBI Coverage and choose to reject UIMBI Coverage. I understand that I will not be compensated through UIMBI coverage for losses arising from an accident caused by the owner or operator of an “underinsured motor vehicle.” | N/A |

Please indicate your **Underinsured Motorist Property Damage Coverage (UMPD)** selection or rejection below and indicate your choice by initialing to the left of the option you choose:

| <u>Initial</u> | | <u>Annual Premium</u> |
|----------------|--|-----------------------|
| _____ | I elect to purchase UMPD Coverage with statutory minimum limits of the motor vehicle's actual cash value or \$3,500, whichever is less subject to a \$250 deductible. | \$_____ |
| _____ | I do not want UMPD Coverage and choose to reject UMPD Coverage. I understand that I will not be compensated through UMPD coverage for losses arising from an accident caused by the owner or operator of an "uninsured motor vehicle." | N/A |

**PERSONAL INJURY PROTECTION COVERAGE
WAIVER OF LOSS OF INCOME BENEFITS**

A 1994 Utah law added a new option to insurance coverage for Personal Injury Protection, Income Benefits.

Income Benefits coverage provides, per person, the lesser of:

1. \$250 per week, or
2. 85% of any loss of gross income, or loss of earning capacity from the inability to work,

for up to a maximum of 52 weeks after an injury arising out of a loss covered by Personal Injury Protection insurance.

The first 3 days of disability are excluded, unless the disability continues for longer than 2 consecutive weeks after the injury.

The new option provides that the named insured may elect to waive Income Benefits coverage for the named insured and the named insured's spouse, for a reduction in premium, if the conditions shown below apply.

Please read the conditions stated below, and check the appropriate statement:

1. Within the past 31 days, and for the next 180 days or for the period this insurance is effective, whichever is longer, neither I nor my spouse have received, and will not receive any earned income from regular employment.
2. If the above statement is true, you may choose one of the following by initialing on the line next to your selection:

_____ I waive Income Benefits coverage for both myself and my spouse.

_____ I want to continue Income Benefits coverage for myself and my spouse.

Coverage is generally described here. Only the policy provides a complete description of the coverages and their limitations.

I understand these coverage selections will apply to all future renewals, continuations and changes in my policy unless I notify the company otherwise in writing.

Named Insured's Signature

APPLICANT'S ACKNOWLEDGEMENT

The undersigned hereby acknowledges they have read, or have had read to them and understand, the above explanations and offers of Uninsured Bodily Injury Coverage and Underinsured Motorist Coverage, Uninsured Motorist Property Damage Coverage and Personal Injury Protection Coverage. Coverage is only generally described here, and only the policy provides a complete description of the coverages and their limitations. Selections have been made by initialing the appropriate lines above. The signature appearing below is that of the named insured or authorization has been given to the signer of this form to select or reject coverage and limits on the behalf of the named insured.

YOUR SELECTION OR REJECTION OF COVERAGE IS BINDING ON ALL PERSONS AND ALL VEHICLES INSURED UNDER THIS POLICY AND WILL APPLY TO ALL FUTURE RENEWALS, CONTINUATIONS AND CHANGES IN THIS POLICY UNLESS YOU NOTIFY THE COMPANY OTHERWISE IN WRITING.

Applicant/
Named Insured: `

Date

Title:

Agent of Insured:
Address:

Date
