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SENATE BILL NO. 256

AMENDMENT IN THE NATURE OF A SUBSTITUTE

(Proposed by the House Committee for Courts of Justice

on \_\_\_\_\_)

(Patron Prior to Substitute--Senator Surovell)

A BILL to amend and reenact §§ 8.01-66.1, as it shall become effective, and 38.2-2206 of the Code of Virginia, relating to remedies for bad faith refusal of motor vehicle insurance claims.

**Be it enacted by the General Assembly of Virginia:**

**1. That §§ 8.01-66.1, as it shall become effective, and 38.2-2206 of the Code of Virginia are amended and reenacted as follows:**

**§ 8.01-66.1. (Effective July 1, 2024) Remedy for arbitrary refusal of motor vehicle insurance claim.**

A. Whenever any insurance company licensed in this Commonwealth to write insurance as defined in § 38.2-124 denies, refuses or fails to pay to its insured a property damage claim of \$3,500 or less in excess of the deductible, if any, or medical expense benefit or loss of income benefit claim under the provisions of a policy of motor vehicle insurance ~~issued by such company to the insured~~ and it is subsequently found by the judge of a court of proper jurisdiction that such denial, refusal or failure to pay was not made in good faith, the company shall be liable to the insured in an amount double the amount ~~otherwise due and payable under the provisions of the insured's policy of motor vehicle insurance of the~~ judgment, plus interest from 30 days after the date the claim was submitted in writing to the insurer or its authorized agent, together with reasonable ~~attorney's attorney~~ fees and expenses.

~~The provisions of this subsection shall be construed to include an insurance company's refusal or failure to pay medical expenses to persons covered under the terms of any medical payments coverage extended under a policy of motor vehicle insurance, when the amount of the claim therefor is \$3,500 or less and the refusal was not made in good faith.~~

26 B. Notwithstanding the provisions of subsection A, whenever any insurance company licensed in  
27 this Commonwealth to write insurance as defined in § 38.2-124 denies, refuses or fails to pay to a third  
28 party claimant, on behalf of an insured to whom such company has issued a policy of motor vehicle  
29 liability insurance, a claim of \$3,500 or less made by such third party claimant and if the judge of a court  
30 of proper jurisdiction finds that the insured is liable for the claim, the third party claimant shall have a  
31 cause of action against the insurance company. If the judge finds that such denial, refusal or failure to pay  
32 was not made in good faith, the company, in addition to the liability assumed by the company under the  
33 provisions of the insured's policy of motor vehicle liability insurance, shall be liable to the third party  
34 claimant in an amount double the amount of the judgment awarded the third party claimant, together with  
35 reasonable ~~attorney's~~ attorney fees and expenses.

36 C. Notwithstanding the provisions of subsections A and B, whenever any person who has furnished  
37 proof of financial responsibility in lieu of obtaining a policy or policies of motor vehicle liability insurance  
38 pursuant to the provisions of Title 46.2 or any person who is required and has failed to furnish such proof  
39 pursuant to the provisions of Title 46.2 denies, refuses, or fails to pay to a claimant a claim of \$3,500 or  
40 less made by such claimant as a result of a motor vehicle accident, and if the trial judge of a court of proper  
41 jurisdiction finds that such denial, refusal, or failure to pay was not made in good faith, such person shall  
42 be liable to the claimant in an amount double the amount ~~otherwise due and payable~~ of the judgment,  
43 together with reasonable attorney fees and expenses.

44 For the purposes of this subsection, "person" means and includes any natural person, firm,  
45 partnership, association, or corporation.

46 ~~D. 1. Whenever a court of proper jurisdiction finds that an insurance company licensed in this~~  
47 ~~Commonwealth to write insurance as defined in § 38.2-124 denies, refuses or fails to pay to its insured a~~  
48 ~~claim of more than \$3,500 in excess of the deductible, if any, under the provisions of a policy of motor~~  
49 ~~vehicle insurance issued by such company to the insured and it is subsequently found by the judge of a~~  
50 ~~court of proper jurisdiction that such denial, refusal or failure to pay was not made in good faith, the~~  
51 ~~company shall be liable to the insured in the amount otherwise due and payable under the provisions of~~  
52 ~~the insured's policy of motor vehicle insurance, plus interest on the amount due at double the rate provided~~

53 in § 6.2-301 from the date that the claim was submitted to the insurer or its authorized agent, together with  
54 reasonable attorney's fees and expenses.

55 2. The provisions of this subsection shall be construed to include an insurance company's refusal  
56 or failure to pay medical expenses to persons covered under the terms of any medical payments coverage  
57 extended under a policy of motor vehicle insurance when the refusal was not made in good faith.

58 Whenever any insurance company licensed in the Commonwealth to write motor vehicle insurance  
59 as defined in § 38.2-124 (i) denies, refuses, fails to pay, or fails to make a timely and reasonable settlement  
60 offer to its insured under the provisions of any uninsured or underinsured motorist benefits coverage in a  
61 policy of motor vehicle insurance applicable to the insured after the insured has become legally entitled  
62 to recover or (ii) after all applicable liability policy limits and underlying uninsured and underinsured  
63 motorists benefits have been tendered or paid, rejects a reasonable settlement demand made by the insured  
64 within the policy's coverage limits for uninsured or underinsured motorist benefits or fails to respond  
65 within a reasonable time after being presented with such demand after the insured has become legally  
66 entitled to recover, and it is subsequently found by a court of proper jurisdiction that such denial, refusal,  
67 or failure to timely pay or failure to make a timely and reasonable settlement offer, rejection of a  
68 reasonable settlement demand, or failure to timely accept a reasonable settlement demand was not made  
69 in good faith, in addition to the amount due and owing by the insurance company to its insured on the  
70 judgment against the tortfeasor, the insurance company shall also be liable to the insured in an amount up  
71 to double the amount of the judgment obtained against the underinsured motorist, uninsured motorist,  
72 immune motorist, unknown owner or operator, or released defendant in the underlying personal injury or  
73 wrongful death action, not to exceed \$500,000, together with reasonable attorney fees for bringing a claim  
74 under this subsection, and all costs and expenses incurred by the insured to secure a judgment against the  
75 tortfeasor, and interest from 30 days after the date of such denial or failure or the date the reasonable  
76 settlement demand was submitted in writing. The insured or the insured's representative may seek  
77 adjudication of a claim that the insurance company did not act in good faith as a posttrial motion before  
78 the court in which the underlying personal injury or wrongful death judgment was obtained or as a separate  
79 action against the company. If the insured or the insured's representative seeks adjudication as a separate

80 action and the underlying judgment is appealed, any action filed under this subsection shall be stayed by  
81 the court pending final resolution of the appeal of the underlying judgment.

82 For the purposes of this section, the term "legally entitled to recover" means the point in time when  
83 liability to the uninsured or underinsured motorist insurance company's insured has become reasonably  
84 foreseeable without necessity of a judgment by its insured against an uninsured or underinsured motorist,  
85 an unknown owner or operator, or an immune motorist.

86 **§ 38.2-2206. Uninsured motorist insurance coverage.**

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

102 The endorsement shall provide that underinsured motorist coverage shall be paid without any  
103 credit for the bodily injury and property damage coverage available for payment, unless any one named  
104 insured signs an election to reduce any underinsured motorist coverage payments by the bodily injury  
105 liability or property damage liability coverage available for payment by notifying the insurer as provided

106 in subsection C of § 38.2-2202. This election by any one named insured shall be binding upon all insureds  
107 under such policy.

108 The endorsement or provisions shall also provide for at least \$20,000 coverage for damage or  
109 destruction of the property of the insured in any one accident but may provide an exclusion of the first  
110 \$200 of the loss or damage where the loss or damage is a result of any one accident involving an  
111 unidentifiable owner or operator of an uninsured motor vehicle.

112 For the purposes of this section, "legally entitled to recover" has the same meaning as provided in  
113 § 8.01-66.1.

114 B. 1. As used in this section:

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

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

121 "Uninsured motor vehicle" means a motor vehicle for which (i) there is no bodily injury liability  
122 insurance and property damage liability insurance in the amounts specified by § 46.2-472, (ii) there is  
123 such insurance but the insurer writing the insurance denies coverage for any reason whatsoever, including  
124 failure or refusal of the insured to cooperate with the insurer, (iii) there is no bond or deposit of money or  
125 securities in lieu of such insurance, (iv) the owner of the motor vehicle has not qualified as a self-insurer  
126 under the provisions of § 46.2-368, or (v) the owner or operator of the motor vehicle is immune from  
127 liability for negligence under the laws of the Commonwealth or the United States, in which case the  
128 provisions of subsection F shall apply and the action shall continue against the insurer. A motor vehicle  
129 shall be deemed uninsured if its owner or operator is unknown.

130 A motor vehicle is "underinsured" when, and to the extent that, the total amount of bodily injury  
131 and property damage coverage applicable to the operation or use of the motor vehicle and available for  
132 payment for such bodily injury or property damage, including all bonds or deposits of money or securities

133 made pursuant to Article 15 (§ 46.2-435 et seq.) of Chapter 3 of Title 46.2, is less than the total amount  
134 of damages sustained up to the total amount of underinsured motorist coverage afforded any person injured  
135 as a result of the operation or use of the vehicle.

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

139 2. If an injured person is entitled to uninsured or underinsured motorist coverage under more than  
140 one policy, the insurers shall be obligated to the injured person in the following order of priority of  
141 payment:

142 a. The policy covering a motor vehicle occupied by the injured person at the time of the accident;

143 b. The policy covering a motor vehicle not involved in the accident under which the injured person  
144 is a named insured;

145 c. The policy covering a motor vehicle not involved in the accident under which the injured person  
146 is an insured other than a named insured.

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

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

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

158 C. There shall be a rebuttable presumption that a motor vehicle is uninsured if the Commissioner  
159 of the Department of Motor Vehicles certifies that, from the records of the Department of Motor Vehicles,

160 it appears that (i) there is no bodily injury liability insurance and property damage liability insurance in  
161 the amounts specified by § 46.2-472 covering the owner or operator of the motor vehicle; (ii) no bond has  
162 been given or cash or securities delivered in lieu of the insurance; or (iii) the owner or operator of the  
163 motor vehicle has not qualified as a self-insurer in accordance with the provisions of § 46.2-368.

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

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

179 F. If any action is instituted against the owner or operator of an uninsured or underinsured motor  
180 vehicle by any insured intending to rely on the uninsured or underinsured coverage provision or  
181 endorsement of this policy under which the insured is making a claim, then the insured shall serve a copy  
182 of the process upon this insurer in the manner prescribed by law, as though the insurer were a party  
183 defendant. The provisions of § 8.01-288 shall not be applicable to the service of process required in this  
184 subsection. The insurer shall then have the right to file pleadings and take other action allowable by law  
185 in the name of the owner or operator of the uninsured or underinsured motor vehicle or in its own name.  
186 Notwithstanding the provisions of subsection A, the immunity from liability for negligence of the owner

187 or operator of a motor vehicle shall not be a bar to the insured obtaining a judgment enforceable against  
188 the insurer for the negligence of the immune owner or operator, and shall not be a defense available to the  
189 insurer to the action brought by the insured, which shall proceed against the named defendant although  
190 any judgment obtained against an immune defendant shall be entered in the name of "Immune Defendant"  
191 and shall be enforceable against the insurer and any other nonimmune defendant as though it were entered  
192 in the actual name of the named immune defendant. Nothing in this subsection shall prevent the owner or  
193 operator of the uninsured motor vehicle from employing counsel of his own choice and taking any action  
194 in his own interest in connection with the proceeding.

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



214 No action, verdict or release arising out of a suit brought under this subsection shall give rise to any  
215 defenses in any other action brought in the subrogated party's name, including res judicata and collateral  
216 estoppel.

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

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

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

236 K. An injured person, or in the case of death or disability his personal representative, may settle a  
237 claim with (i) a liability insurer, including any insurer providing liability coverage through an excess or  
238 umbrella insurance policy or contract and (ii) the liability insurer's insured for the available limits of the  
239 liability insurer's coverage. Upon settlement with the liability insurer, the injured party or personal  
240 representative shall proceed to execute a full release in favor of the underinsured motorist's liability insurer

241 and its insured and finalize the proposed settlement without prejudice to any underinsured motorist  
242 benefits or claim. Any such release that states that it is being executed pursuant to or consistent with this  
243 subsection shall not operate to release any parties other than the liability insurer and underinsured motorist,  
244 regardless of the identities of the released parties set forth in the release, and any terms contained in the  
245 release that are inconsistent with, or in violation of, this section are null and void. Upon payment of the  
246 liability insurer's available limits to the injured person or personal representative or his attorney, the  
247 liability insurer shall thereafter have no further duties to its insured, including the duty to defend its insured  
248 if an action has been or is brought against the liability insurer's insured, and the insurer providing  
249 applicable underinsured motorist coverage shall have no right of subrogation or claim against the  
250 underinsured motorist. However, if the underinsured motorist unreasonably fails to cooperate with the  
251 underinsured motorist benefits insurer in the defense of any lawsuit brought by the injured person or his  
252 personal representative, he may again be subjected to a claim for subrogation by the underinsured motorist  
253 benefits insurer pursuant to § 8.01-66.1:1. Nothing in this section or § 8.01-66.1:1 shall create any duty  
254 on the part of any underinsured motorist benefits insurer to defend any underinsured motorist. No attorney-  
255 client relationship is created between the underinsured motorist and counsel for the underinsured motorist  
256 benefits insurer without the express intent and agreement of the underinsured motorist, the underinsured  
257 motorist benefits insurer, and counsel for the underinsured motorist benefits insurer. This section provides  
258 an alternative means by which the parties may resolve claims and does not eliminate or restrict any other  
259 available means.

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

265 "NOTICE TO RELEASED PARTY: Your insurance company has agreed to pay the available  
266 limits of its insurance to settle certain claims on your behalf. This settlement secures a full release of you  
267 for all claims the claimant/plaintiff has against you arising out of the subject accident, as well as ensures

268 that no judgment can ever be entered against you by the claimant/plaintiff. In order to protect yourself  
269 from subrogation by any underinsured motorist insurer, you are agreeing to cooperate with the  
270 underinsured motorist benefits insurer(s). The underinsured motorist benefits insurer is not your insurer  
271 and has no duty to defend you.

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

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

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

292 \_\_\_\_\_ (initial)"

293 In the alternative to having the underinsured motorist sign the release and initial the notice, the  
294 liability insurer may send the notice and release to the underinsured motorist by certified mail return

295 receipt requested to his last known address, which will be deemed to have satisfied the requirements of  
296 this subsection.

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

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

319 **2. That the provisions of this act amending subsection D of § 8.01-66.1 of the Code of Virginia, as**  
320 **amended by this act, shall apply to any claim for personal injury or wrongful death arising out of a**  
321 **motor vehicle accident that occurs on or after July 1, 2024.**

**322**

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