

1 **ENROLLED**

2 COMMITTEE SUBSTITUTE

3 FOR

4 **H. B. 2790**

5
6 (By Delegates Westfall, Waxman, Shott and Frich)

7
8 [Passed March 11, 2015; in effect ninety days from passage.]

9
10
11 AN ACT to amend and reenact §17D-4-2, §17D-4-7 and §17D-4-12 of the Code of West Virginia,
12 1931, as amended; to amend and reenact §33-6-31 and §31-6-31d of said code; and to
13 amend said code by adding thereto a new section, designated §33-6-31h, all relating to proof
14 of financial responsibility limits for motor vehicles; increasing the minimum amounts of
15 proof required; providing that insurers are not required to offer new or increased uninsured
16 or underinsured motor vehicle coverage when coverage is increased to meet the increased
17 requirements of proof of financial responsibility; providing that insurers who issue policies
18 with named driver exclusions are not required to provide any coverage upon an insured
19 vehicle covering the excluded driver, notwithstanding the requirements of proof of financial
20 responsibility.

21 *Be it enacted by the Legislature of West Virginia:*

22 That §17D-4-2, §17D-4-7 and §17D-4-12 of the Code of West Virginia, 1931, as amended,
23 be amended and reenacted; that §33-6-31 and §33-6-31d of said code be amended and reenacted;
24 and that said code be amended by adding thereto a new section, designated §33-6-31h, all to read
25 as follows:

26 **CHAPTER 17D. MOTOR VEHICLE SAFETY RESPONSIBILITY LAW.**

1 **ARTICLE 4. PROOF OF FINANCIAL RESPONSIBILITY FOR THE FUTURE.**

2 **§17D-4-2. "Proof of financial responsibility" defined.**

3 As used in this chapter:

4 (a) "Proof of financial responsibility" means proof of ability to respond in damages for
5 liability, on account of accident occurring subsequent to the effective date of the proof, arising out
6 of the ownership, operation, maintenance or use of a motor vehicle, trailer or semitrailer in the
7 amount of \$20,000 because of bodily injury to or death of one person in any one accident, and,
8 subject to the limit for one person, in the amount of \$40,000 because of bodily injury to or death of
9 two or more persons in any one accident, and in the amount of \$10,000 because of injury to or
10 destruction of property of others in any one accident.

11 (b) Beginning January 1, 2016, "proof of financial responsibility" means proof of ability to
12 respond in damages for liability, on account of accident occurring subsequent to the effective date
13 of the proof, arising out of the ownership, operation, maintenance, or use of a motor vehicle, trailer
14 or semitrailer in the amount of \$25,000 because of bodily injury to or death of one person in any one
15 accident, and, subject to the limit for one person, in the amount of \$50,000 because of bodily injury
16 to or death of two or more persons in any one accident, and in the amount of \$25,000 because of
17 injury to or destruction of property of others in any one accident: *Provided*, That proof of financial
18 responsibility provided by an insurance policy in effect on December 31, 2015 in the minimum
19 amounts required in subdivision (a) of this section shall continue to provide adequate proof of
20 financial responsibility required by this chapter until the policy expires or is renewed.

21 **17D-4-7. Payments sufficient to satisfy requirements.**

22 (a) Judgments herein referred to shall, for the purpose of this chapter only, be deemed
23 satisfied:

24 (1) When \$20,000 has been credited upon any judgment or judgments rendered in excess of
25 that amount because of bodily injury to or death of one person as the result of any one accident; or

26 (2) When, subject to such limit of \$20,000 because of bodily injury to or death of one person,

1 the sum of \$40,000 has been credited upon any judgment or judgments rendered in excess of that
2 amount because of bodily injury to or death of two or more persons as the result of any one accident;
3 or

4 (3) When \$10,000 has been credited upon any judgment or judgments rendered in excess of
5 that amount because of injury to or destruction of property of others as a result of any one accident.

6 (b) Notwithstanding the provisions of subsection (a) of this section, judgments herein referred
7 to that are rendered upon a cause of action that arose on or after January 1, 2016, for the purpose of
8 this chapter only, are deemed satisfied:

9 (1) When \$25,000 has been credited upon any judgment or judgments rendered in excess of
10 that amount because of bodily injury to or death of one person as the result of any one accident; or

11 (2) When, subject to such limit of \$25,000 because of bodily injury to or death of one person,
12 the sum of \$50,000 has been credited upon any judgment or judgments rendered in excess of that
13 amount because of bodily injury to or death of two or more persons as the result of any one accident;

14 or

15 (3) When \$25,000 has been credited upon any judgment or judgments rendered in excess of
16 that amount because of injury to or destruction of property of others as a result of any one accident.

17 (c) Payments made in settlement of any claims because of bodily injury, death or property
18 damage arising from such accident shall be credited in reduction of the amounts provided for in this
19 section.

20 **§17D-4-12. "Motor vehicle liability policy" defined; scope and provisions of policy.**

21 (a) A "motor vehicle liability policy" as the term is used in this chapter means an "owner's
22 policy" or an "operator's policy" of liability insurance certified as provided in section ten or section
23 eleven of this article as proof of financial responsibility, and issued, except as otherwise provided
24 in section eleven, by an insurance carrier duly authorized to transact business in this state, to or for
25 the benefit of the person named therein as insured.

26 (b) Such owner's policy of liability insurance:

1 (1) Shall designate by explicit description or by appropriate reference all vehicles with
2 respect to which coverage is thereby to be granted; and

3 (2) Shall insure the person named therein and any other person, as insured, using any such
4 vehicle or vehicles with the express or implied permission of such named insured, against loss from
5 the liability imposed by law for damages arising out of the ownership, operation, maintenance or use
6 of such vehicle or vehicles within the United States of America or the Dominion of Canada, subject
7 to limits exclusive of interest and costs, with respect to each such vehicle, in the amounts required
8 in section two of this article.

9 (c) Such operator's policy of liability insurance shall insure the person named as insured
10 therein against loss from the liability imposed upon him or her by law for damages arising out of the
11 use by him or her of any motor vehicle not owned by him or her, within the same territorial limits
12 and subject to the same limits of liability as are set forth above with respect to an owner's policy of
13 liability insurance.

14 (d) Such motor vehicle liability policy shall state the name and address of the named insured,
15 the coverage afforded by the policy, the premium charged therefor, the policy period, and the limits
16 of liability, and shall contain an agreement or be endorsed that insurance is provided thereunder in
17 accordance with the coverage defined in this chapter as respects bodily injury and death or property
18 damage, or both, and is subject to all the provisions of this chapter.

19 (e) Such motor vehicle liability policy need not insure any liability under any workers'
20 compensation law nor any liability on account of bodily injury to or death of an employee of the
21 insured while engaged in the employment, other than domestic, of the insured, or while engaged in
22 the operation, maintenance or repair of any such vehicle nor any liability for damage to property
23 owned by, rented to, in charge of or transported by the insured.

24 (f) Every motor vehicle liability policy is subject to the following provisions which need not
25 be contained therein:

26 (1) The liability of the insurance carrier with respect to the insurance required by this chapter

1 shall become absolute whenever injury or damage covered by said motor vehicle liability policy
2 occurs; the policy may not be canceled or annulled as to such liability by an agreement between the
3 insurance carrier and the insured after the occurrence of the injury or damage; no statement made
4 by the insured or on his or her behalf and no violation of the policy defeats or voids the policy.

5 (2) The satisfaction by the insured of a judgment for such injury or damage is not a condition
6 precedent to the right or duty of the insurance carrier to make payment on account of such injury or
7 damage.

8 (3) The insurance carrier may settle any claim covered by the policy, and if such settlement
9 is made in good faith, the amount thereof shall be deductible from the limits of liability specified in
10 subdivision (2), subsection (b) of this section.

11 (4) The policy, the written application therefor, if any, and any rider or endorsement which
12 does not conflict with the provisions of this chapter constitutes the entire contract between parties.

13 (g) Any policy which grants the coverage required for a motor vehicle liability policy may
14 also grant any lawful coverage in excess of or in addition to the coverage specified for a motor
15 vehicle liability policy and such excess or additional coverage is not subject to the provisions of this
16 chapter. With respect to a policy which grants such excess or additional coverage, the term "motor
17 vehicle liability policy" applies only to that part of the coverage which is required by this section.

18 (h) Any motor vehicle liability policy may provide that the insured shall reimburse the
19 insurance carrier for any payment the insurance carrier would not have been obligated to make under
20 the terms of the policy except for the provisions of this chapter.

21 (i) Any motor vehicle liability policy may provide for the prorating of the insurance
22 thereunder with other valid and collectible insurance.

23 (j) The requirements for a motor vehicle liability policy may be fulfilled by the policies of
24 one or more insurance carriers which policies together meet such requirements.

25 (k) Any binder issued pending the issuance of a motor vehicle policy fulfills the requirements
26 for such a policy.

1 **CHAPTER 33. INSURANCE.**

2 **ARTICLE 6. THE INSURANCE POLICY.**

3 **§33-6-31. Motor vehicle policy; omnibus clause; uninsured and underinsured motorists'**
4 **coverage; conditions for recovery under endorsement; rights and liabilities of**
5 **insurer.**

6 (a) No policy or contract of bodily injury liability insurance, or of property damage liability
7 insurance, covering liability arising from the ownership, maintenance or use of any motor vehicle,
8 may be issued or delivered in this state to the owner of such vehicle, or may be issued or delivered
9 by any insurer licensed in this state upon any motor vehicle for which a certificate of title has been
10 issued by the Division of Motor Vehicles of this state, unless it contains a provision insuring the
11 named insured and any other person, except a bailee for hire and any persons specifically excluded
12 by any restrictive endorsement attached to the policy, responsible for the use of or using the motor
13 vehicle with the consent, expressed or implied, of the named insured or his or her spouse against
14 liability for death or bodily injury sustained or loss or damage occasioned within the coverage of the
15 policy or contract as a result of negligence in the operation or use of such vehicle by the named
16 insured or by such person: *Provided*, That in any such automobile liability insurance policy or
17 contract, or endorsement thereto, if coverage resulting from the use of a nonowned automobile is
18 conditioned upon the consent of the owner of such motor vehicle, the word "owner" shall be
19 construed to include the custodian of such nonowned motor vehicles. Notwithstanding any other
20 provision of this code, if the owner of a policy receives a notice of cancellation pursuant to article
21 six-a of this chapter and the reason for the cancellation is a violation of law by a person insured
22 under the policy, said owner may by restrictive endorsement specifically exclude the person who
23 violated the law and the restrictive endorsement shall be effective in regard to the total liability
24 coverage provided under the policy, including coverage provided pursuant to the mandatory liability
25 requirements of section two, article four, chapter seventeen-d of this code, but nothing in such
26 restrictive endorsement may be construed to abrogate the "family purpose doctrine".

1 (b) Nor may any such policy or contract be so issued or delivered unless it contains an
2 endorsement or provisions undertaking to pay the insured all sums which he or she is legally entitled
3 to recover as damages from the owner or operator of an uninsured motor vehicle, within limits which
4 shall be no less than the requirements of section two, article four, chapter seventeen-d of this code,
5 as amended from time to time: *Provided*, That such policy or contract shall provide an option to the
6 insured with appropriately adjusted premiums to pay the insured all sums which he or she shall be
7 legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle up
8 to an amount of \$100,000 because of bodily injury to or death of one person in any one accident and,
9 subject to said limit for one person, in the amount of \$300,000 because of bodily injury to or death
10 of two or more persons in any one accident and in the amount of \$50,000 because of injury to or
11 destruction of property of others in any one accident: *Provided, however*, That such endorsement or
12 provisions may exclude the first \$300 of property damage resulting from the negligence of an
13 uninsured motorist: *Provided further*, That such policy or contract shall provide an option to the
14 insured with appropriately adjusted premiums to pay the insured all sums which he or she is legally
15 entitled to recover as damages from the owner or operator of an uninsured or underinsured motor
16 vehicle up to an amount not less than limits of bodily injury liability insurance and property damage
17 liability insurance purchased by the insured without set off against the insured's policy or any other
18 policy. Regardless of whether motor vehicle coverage is offered and provided to an insured through
19 a multiple vehicle insurance policy or contract, or in separate single vehicle insurance policies or
20 contracts, no insurer or insurance company providing a bargained for discount for multiple motor
21 vehicles with respect to underinsured motor vehicle coverage may be treated differently from any
22 other insurer or insurance company utilizing a single insurance policy or contract for multiple
23 covered vehicles for purposes of determining the total amount of coverage available to an insured.
24 "Underinsured motor vehicle" means a motor vehicle with respect to the ownership, operation or use
25 of which there is liability insurance applicable at the time of the accident, but the limits of that
26 insurance are either: (i) Less than limits the insured carried for underinsured motorists' coverage; or

1 (ii) has been reduced by payments to others injured in the accident to limits less than limits the
2 insured carried for underinsured motorists' coverage. No sums payable as a result of underinsured
3 motorists' coverage may be reduced by payments made under the insured's policy or any other policy.

4 (c) As used in this section, the term "bodily injury" includes death resulting therefrom and
5 the term "named insured" means the person named as such in the declarations of the policy or
6 contract and also includes such person's spouse if a resident of the same household and the term
7 "insured" means the named insured and, while resident of the same household, the spouse of any
8 such named insured and relatives of either, while in a motor vehicle or otherwise, and any person,
9 except a bailee for hire, who uses, with the consent, expressed or implied, of the named insured, the
10 motor vehicle to which the policy applies or the personal representative of any of the above; and the
11 term "uninsured motor vehicle" means a motor vehicle as to which there is no: (i) Bodily injury
12 liability insurance and property damage liability insurance both in the amounts specified by section
13 two, article four, chapter seventeen-d of this code, as amended from time to time; (ii) there is such
14 insurance, but the insurance company writing the same denies coverage thereunder; or (iii) there is
15 no certificate of self-insurance issued in accordance with the provisions of said section. A motor
16 vehicle shall be deemed to be uninsured if the owner or operator thereof be unknown: *Provided,*
17 That recovery under the endorsement or provisions is subject to the conditions hereinafter set forth.

18 (d) Any insured intending to rely on the coverage required by subsection (b) of this section
19 shall, if any action be instituted against the owner or operator of an uninsured or underinsured motor
20 vehicle, cause a copy of the summons and a copy of the complaint to be served upon the insurance
21 company issuing the policy, in the manner prescribed by law, as though such insurance company
22 were a named party defendant; such company shall thereafter have the right to file pleadings and to
23 take other action allowable by law in the name of the owner, or operator, or both, of the uninsured
24 or underinsured motor vehicle or in its own name.

25 Nothing in this subsection prevents such owner or operator from employing counsel of his
26 or her own choice and taking any action in his or her own interest in connection with such

1 proceeding.

2 (e) If the owner or operator of any motor vehicle which causes bodily injury or property
3 damage to the insured is unknown, the insured, or someone in his or her behalf, in order for the
4 insured to recover under the uninsured motorist endorsement or provision, shall:

5 (1) Within twenty-four hours after the insured discover, and being physically able to report
6 the occurrence of such accident, the insured, or someone in his or her behalf, reports the accident to
7 a police, peace or to a judicial officer, unless the accident has already been investigated by a police
8 officer;

9 (2) Notify the insurance company, within sixty days after such accident, that the insured or
10 his or her legal representative has a cause or causes of action arising out of such accident for
11 damages against a person or persons whose identity is unknown and setting forth the facts in support
12 thereof; and, upon written request of the insurance company communicated to the insured not later
13 than five days after receipt of such statement, make available for inspection the motor vehicle which
14 the insured was occupying at the time of the accident; and

15 (3) Upon trial establish that the motor vehicle, which caused the bodily injury or property
16 damage, whose operator is unknown, was a "hit and run" motor vehicle, meaning a motor vehicle
17 which causes damage to the property of the insured arising out of physical contact of such motor
18 vehicle therewith, or which causes bodily injury to the insured arising out of physical contact of such
19 motor vehicle with the insured or with a motor vehicle which the insured was occupying at the time
20 of the accident. If the owner or operator of any motor vehicle causing bodily injury or property
21 damage be unknown, an action may be instituted against the unknown defendant as "John Doe", in
22 the county in which the accident took place or in any other county in which such action would be
23 proper under the provisions of article one, chapter fifty-six of this code; service of process may be
24 made by delivery of a copy of the complaint and summons or other pleadings to the clerk of the court
25 in which the action is brought, and service upon the insurance company issuing the policy shall be
26 made as prescribed by law as though such insurance company were a party defendant. The insurance

1 company has the right to file pleadings and take other action allowable by law in the name of John
2 Doe.

3 (f) An insurer paying a claim under the endorsement or provisions required by subsection (b)
4 of this section is subrogated to the rights of the insured to whom such claim was paid against the
5 person causing such injury, death or damage to the extent that payment was made. The bringing of
6 an action against the unknown owner or operator as John Doe or the conclusion of such an action
7 does not constitute a bar to the insured, if the identity of the owner or operator who caused the injury
8 or damages complained of, becomes known, from bringing an action against the owner or operator
9 theretofore proceeded against as John Doe. Any recovery against such owner or operator shall be
10 paid to the insurance company to the extent that such insurance company has paid the insured in the
11 action brought against such owner or operator as John Doe, except that such insurance company shall
12 pay its proportionate part of any reasonable costs and expenses incurred in connection therewith,
13 including reasonable attorney's fees. Nothing in an endorsement or provision made under this
14 subsection, nor any other provision of law, operates to prevent the joining, in an action against John
15 Doe, of the owner or operator of the motor vehicle causing injury as a party defendant, and such
16 joinder is hereby specifically authorized.

17 (g) No such endorsement or provisions may contain any provision requiring arbitration of
18 any claim arising under any such endorsement or provision, nor may anything be required of the
19 insured except the establishment of legal liability, nor may the insured be restricted or prevented in
20 any manner from employing legal counsel or instituting legal proceedings.

21 (h) The provisions of subsections (a) and (b) of this section do not apply to any policy of
22 insurance to the extent that it covers the liability of an employer to his or her employees under any
23 workers' compensation law.

24 (i) The commissioner of insurance shall formulate and require the use of standard policy
25 provisions for the insurance required by this section, but use of such standard policy provisions may
26 be waived by the commissioner in the circumstances set forth in section ten of this article.

1 (j) A motor vehicle is uninsured within the meaning of this section, if there has been a valid
2 bodily injury or property damage liability policy issued upon such vehicle, but which policy is
3 uncollectible, in whole or in part, by reason of the insurance company issuing such policy upon such
4 vehicle being insolvent or having been placed in receivership. The right of subrogation granted
5 insurers under the provisions of subsection (f) of this section does not apply as against any person
6 or persons who is or becomes an uninsured motorist for the reasons set forth in this subsection.

7 (k) Nothing contained herein prevents any insurer from also offering benefits and limits other
8 than those prescribed herein, nor does this section prevent any insurer from incorporating in such
9 terms, conditions and exclusions as may be consistent with the premium charged.

10 (l) The Insurance Commissioner shall review on an annual basis the rate structure for
11 uninsured and underinsured motorists' coverage as set forth in subsection (b) of this section and shall
12 report to the Legislature on said rate structure on or before January 15, 1983, and on or before
13 January 15, of each of the next two succeeding years.

14 (m) For insurance policies in effect on December 31, 2015, including motor vehicle insurance
15 policies and liability policies that are of an excess or umbrella type that cover automobile liability,
16 insurers are not required to make a new offer of uninsured and underinsured motor vehicle coverage
17 upon the renewal if the liability coverage is increased solely to meet the requirements of the
18 increased minimum required financial responsibility limits set forth in subdivision (b), section two,
19 article four, chapter seventeen-d of this code. Those insurers that have issued policies that carry
20 limits of coverage below the minimum required financial responsibility limits in effect on December
21 31, 2015 shall increase such limits to an amount equal to or above the new minimum required
22 financial responsibility limits when the policy is renewed but not later than December 31, 2016.

23 **§33-6-31d. Form for making offer of optional uninsured and underinsured coverage.**

24 (a) Optional limits of uninsured motor vehicle coverage and underinsured motor vehicle
25 coverage required by section thirty-one of this article shall be made available to the named insured
26 at the time of initial application for liability coverage and upon any request of the named insured on

1 a form prepared and made available by the Insurance Commissioner. The contents of the form shall
2 be as prescribed by the commissioner and shall specifically inform the named insured of the
3 coverage offered and the rate calculation therefor, including, but not limited to, all levels and
4 amounts of such coverage available and the number of vehicles which will be subject to the
5 coverage. The form shall be made available for use on or before the effective date of this section.
6 The form shall allow any named insured to waive any or all of the coverage offered.

7 (b) Any insurer who issues a motor vehicle insurance policy in this state shall provide the
8 form to each person who applies for the issuance of such policy by delivering the form to the
9 applicant or by mailing the form to the applicant together with the applicant's initial premium notice.
10 The applicant shall complete, date and sign the form and return the form to the insurer within thirty
11 days after receipt thereof. No insurer or agent thereof is liable for payment of any damages applicable
12 under any optional uninsured or underinsured coverage authorized by section thirty-one of this article
13 for any incident which occurs from the date the form was mailed or delivered to the applicant until
14 the insurer receives the form and accepts payment of the appropriate premium for the coverage
15 requested therein from the applicant: *Provided*, That if prior to the insurer's receipt of the executed
16 form the insurer issues a policy to the applicant which provides for such optional uninsured or
17 underinsured coverage, the insurer is liable for payment of claims against such optional coverage up
18 to the limits provided therefor in such policy. The contents of a form described in this section which
19 has been signed by an applicant creates a presumption that such applicant and all named insureds
20 received an effective offer of the optional coverages described in this section and that such applicant
21 exercised a knowing and intelligent election or rejection, as the case may be, of such offer as
22 specified in the form. Such election or rejection is binding on all persons insured under the policy.

23 (c) Any insurer who has issued a motor vehicle insurance policy in this state which is in
24 effect on the effective date of this section shall mail or otherwise deliver the form to any person who
25 is designated in the policy as a named insured. A named insured shall complete, date and sign the
26 form and return the form to the insurer within thirty days after receipt thereof. No insurer or agent

1 thereof is liable for payment of any damages in any amount greater than any limits of such coverage,
2 if any, provided by the policy in effect on the date the form was mailed or delivered to such named
3 insured for any incident which occurs from the date the form was mailed or delivered to such named
4 insured until the insurer receives the form and accepts payment of the appropriate premium for the
5 coverage requested therein from the applicant. The contents of a form described in this section which
6 has been signed by any named insured creates a presumption that all named insureds under the policy
7 received an effective offer of the optional coverages described in this section and that all such named
8 insured exercised a knowing and intelligent election or rejection, as the case may be, of such offer
9 as specified in the form. Such election or rejection is binding on all persons insured under the policy.

10 (d) Failure of the applicant or a named insured to return the form described in this section
11 to the insurer as required by this section within the time periods specified in this section creates a
12 presumption that such person received an effective offer of the optional coverages described in this
13 section and that such person exercised a knowing and intelligent rejection of such offer. Such
14 rejection is binding on all persons insured under the policy.

15 (e) The insurer shall make such forms available to any named insured who requests different
16 coverage limits on or after the effective date of this section. No insurer is required to make such form
17 available or notify any person of the availability of such optional coverages authorized by this section
18 except as required by this section.

19 (f) Notwithstanding any of the provisions of article six of this chapter to the contrary,
20 including section thirty-one-f, for insurance policies in effect on December 31, 2015, insurers are
21 not required to offer or obtain new uninsured or underinsured motorist coverage offer forms as
22 described in this section on any insurance policy to comply with the amount of the minimum
23 required financial responsibility limits set forth in subsection (b), section two, article four, chapter
24 seventeen-d of this code. All such offer forms that were executed prior to January 1, 2016, shall
25 remain in full force and effect.

26 **§33-6-31h. Excluded drivers; definitions; legislative findings; restrictive endorsements .**

1 (a) For purposes of this section, the following definitions apply:

2 (1) A "motor vehicle liability policy" means an "owner's policy" or an "operator's policy" of
3 liability insurance certified as provided in section twelve, article four, chapter seventeen-d of this
4 code.

5 (2) "Excluded driver" means any driver specifically excluded from coverage under section
6 thirty- one, article six, chapter thirty-three of this code.

7 (3) "Minimum financial responsibility limits" means those limits defined in section two,
8 article four, chapter seventeen-d of this code.

9 (b) The Legislature finds that:

10 (1) The explicit, plain language of a motor vehicle liability policy between an insurer and its
11 insureds should control its effect;

12 (2) Where insurers are required by the common law to provide minimum financial
13 responsibility limits coverage for excluded drivers, consumers not excluded by restrictive
14 endorsement are negatively impacted;

15 (3) The decision of the Supreme Court of Appeals of West Virginia in *Jones v. Motorists*
16 *Mutual Insurance Company*, 177 W. Va. 763 (1987) interpreted chapter seventeen-d of this code to
17 require insurers to provide minimum financial responsibility limits of coverage to excluded drivers;
18 and

19 (4) It is not the intent of the legislature to require insurers to provide minimum financial
20 responsibility limits of coverage to excluded drivers.

21 (c) When any person is specifically excluded from coverage under the provisions of a motor
22 vehicle liability policy by any restrictive endorsement to the policy, the insurer is not required to
23 provide any coverage, including both the duty to indemnify and the duty to defend, for damages
24 arising out of the operation, maintenance or use of any motor vehicle by the excluded driver,
25 notwithstanding the provisions of chapter seventeen-d of this code.

