Bill as Introduced

SB 459 - AS INTRODUCED

2000 SESSION

00-2787.0
05/10

SENATE BILL ***459***

AN ACT relative to underinsured motorists.

SPONSORS: Sen. Russman, Dist 19; Rep. Craig, Hills 38; Rep. Konys, Hills 33; Rep. Bradley, Carr 8

COMMITTEE: Insurance

ANALYSIS

This bill requires that automobile insurers denying underinsured coverage to an insured motorist for accepting a settlement offer from a negligent driver defendant's insurance company without obtaining its written consent first must prove negligence on the part of the insured for failing to do so, and that such failure has prejudiced the insurer.

Explanation: Matter added to current law appears in ***bold italics.***
Matter removed from current law appears [~~in brackets and struckthrough.~~]
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

SB 459 - AS INTRODUCED

00-2787.0
05/10

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand

AN ACT relative to underinsured motorists.

Be it Enacted by the Senate and House of Representatives in General Court convened:

1 Uninsured or Hit and Run Motor Vehicle Coverage; Settlement Offers. Amend RSA 264:15, I to read as follows:

I. No policy shall be issued under the provisions of RSA 264:14, with respect to a vehicle registered or principally garaged in this state unless coverage is provided therein or supplemental thereto at least in amounts or limits prescribed for bodily injury or death for a liability policy under this chapter, for the protection of persons insured thereunder who are legally entitled to recover damages from owners or drivers of uninsured motor vehicles, and hit-and-run vehicles because of bodily injury, sickness or disease, including death resulting therefrom. When an insured elects to purchase liability insurance in an amount greater than the minimum coverage required by RSA 259:61, [~~his~~] ***the*** uninsured motorist coverage shall automatically be equal to the liability coverage elected. For the purposes of this paragraph umbrella or excess policies that provide excess limits to policies described in RSA 259:61, shall also provide uninsured motorist coverage equal to the limits of liability purchased, unless the named insured rejects such coverage. ***An automobile insurance company may deny to its own insured the underinsured motorist insurance coverage which he or she has paid for in respect to bodily injury or death if, and only if, the insurer can prove, by a preponderance of the evidence, that its insured (1) negligently failed to obtain its written consent to any settlement with the negligent driver defendant's insurance company for full policy limits, and (2) such failure has resulted in prejudice to the underinsured motorist insurance company, in that an otherwise viable opportunity to recover anything paid to its own insured by way of underinsured motorist insurance benefits might reasonably have been obtained in a subrogation claim against the negligent driver defendant from his, her, or its personal assets.***

2 Effective Date. This act shall take effect 60 days after its passage.

Speakers

SIGN UP SHEET

To Register Opinion If Not Speaking

Bill # SB 459 Date 5-3-00

Committee Commerce

**** Please Print All Information ****

Name	Address	Phone	Representing	(check one) Pro	Con
Rep. Tim McGough	Merrimack, NH		Hills-18	✓	
REP Jim Coates	Hills. NH		" 36	✓	
Senator Rick Russman	Kingston NH	603-5504	Senate 19	✓	
Jim Haten	Manchester NH		State Farm		✓
Robert Blaisdell	Concord	228-1498	NH Trial Lawyers Association	✓	

Hearing Minutes

HOUSE COMMITTEE ON COMMERCE

PUBLIC HEARING ON SB 459

BILL TITLE: relative to underinsured motorists.

DATE: May 3, 2000

LOB ROOM: 302 **Time Public Hearing Called to Order:** 11:08 AM

Time Adjourned: 12:15 PM

(please circle if present)

Committee Members: Reps. Hunt, Francoeur, Herman, Tsiros, Belanger, McGough, Kenney, Langley, Pappas, Avery, Dalianis, DiFruscia, Marshall, M. Clark, Crosby, R. Russell, T. Reardon, Vachon, Taylor, Curran, Garrish and Keye.

Bill Sponsors: Sen. Russman, Reps. Craig, Konys and Bradley

TESTIMONY

* Use asterisk if written testimony and/or amendments are submitted.

Sen. Russman – Sponsor. Supports bill. If you settle with other insurance companies, you cannot then go to your own insurance company for the balance of claim (100/25). Recovery without written permission as long as your insurance company has not been harmed. Rare occurrence. Can't understand why insurance companies are in opposition.

Rep. Craig – Co-sponsor. Supports bill.

***Attorney David Nixon, Consumer** – Supports bill. Purpose is to protect people who don't have legal counsel. In 1969 he introduced a bill to increase the amount of uninsured motorists became law. Further improved in 1981. Clause in your policy that says if you settle with opposing insurance company without permission, you should have at least $250,000 liability insurance. Large deductible will help lower costs of increased liability insurance. Get the coverage they paid for not an out.

Martin Gross, AIA – Opposes the bill. Hydrogen bomb approach to a negligible problem. Jeopardy would be put on the insurance companies. The clause helps to keep insurance notes down. Is this a major problem? The real wrong doer needs to be held liable. The subrogation clause is important to go
after the proper party. No testimony that there is a real problem. Recommends a clause telling insured Rule 1400 NH Insurance Dept. warning clause about signing your life away. Contractual mandate?

George Roussos, NHADIC – Opposes the bill. Anything over $25,000 minimum liability there will be a lawyer involved. Incredible stupid standard in the bill. Lawyers have made mistakes on liability signings. Drives insurance costs up. Disclosure. Company will ask if these are a problem.

Attorney Nixon – If bill passes the insurance company will only have to pay what you have been insured. The law says you can't pile on. There is a problem. Supreme Court said he should be able to collect your employers uninsured policy. HB 1241 rescinds that right. It is going through the General Court. Insurance companies taking advantage of technicality and not paying what they should.

Respectfully Submitted:

Stephen G. Avery, Clerk

HOUSE COMMITTEE ON COMMERCE

PUBLIC HEARING ON SB 459

BILL TITLE: relative to underinsured motorists.

DATE: May 3, 2000

LOB ROOM: 302 Time Public Hearing Called to Order: 11:08

Time Adjourned: _____

(please circle if present)

Committee Members: Reps. Hunt, Herman, Tsiros, Belanger, Francoeur, McCough, Pappas, Avery, Kenny, Langley, Dalianis, DiFruscia, Marshall, M. Clark, Crosby, R. Russell, J. Reardon, Vachon, Garrish, Taylor, Curran and Keye.

Bill Sponsors: Sen. Russman, Rep. Craig, Konys and Bradley

TESTIMONY

* Use asterisk if written testimony and/or amendments are submitted.

Sen. Russman. Sponsor. Supports. If you settle with other ins. company. You can not then go to your own Ins. Compam. for the balance of claim. 100/25 Recover without written permission as long as your ins. company has not been harmed. Rare occurance. Can't understand why Insurance companies are in opposition

Rep Craig - Supports. co sponsor

* Atty David Nixon - Supports. purpose is to protect people who don't have legal counsel. 1969 He introduced a bill to increase the amount of Uninsured motorists became equal. Further improved in 1981.

Clause in your policy that say's if you settle with opposing Ins. Company without permission. you should have at least $250,000 Liability Insurance. Large deductible will help lower costs of increased liability Ins. Get the coverage they paid for not an out.

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SB469

Page 3

Lawyers have made mistakes on liability signings. Drive Insurance cost up.

Disclosure. Company will ask if there are a problems.

Atty Nixon - if bill passes the Ins. Company will only have to pay what you have been insured. The law says you can't pile on. There IS. 2 problems. Supreme Court said he should be able to collect your employers uninsured, HB1241 recinds that right. (okay)

It is going through the General Court. Ins. Companies taking advantages of technicality and not paying what they should.

Sub-Committee Actions

HOUSE COMMITTEE ON COMMERCE

SUBCOMMITTEE WORK SESSION ON SB 459

BILL TITLE: relative to underinsured motorists.

DATE: May 9, 2000

Subcommittee Members: Reps. Dalainis, Marshall and Avery

Comments and Recommendations: Believe this bill is unnecessary due to low incidence of problem cases.

Amendments:

Sponsor: Rep. OLS Document #:

Sponsor: Rep. OLS Document #:

Sponsor: Rep. OLS Document #:

Motions: OTP, OTP/A, ITL, Re-Refer, Interim Study (Please circle one.)

Moved by Rep. Avery

Seconded by Rep. Marshall

Vote: Unanimous

Motions: OTP, OTP/A, ITL, Re-Refer, Interim Study (Please circle one.)

Moved by Rep.

Seconded by Rep.

Vote:

Respectfully submitted,

Rep. Griffin T. Dalianis
Subcommittee Chairman/Clerk

HOUSE COMMITTEE ON COMMERCE

SUBCOMMITTEE WORK SESSION ON Sb 459

BILL TITLE: **relative to underinsured motorists.**

DATE: ~~(Type DATE here)~~ May 9, 2000

Subcommittee Members: Reps. Dalton, Marshall, Avery (chair)

Comments and Recommendations:

Believe this bill is unnecessary due to low incidence of problem cases.

Amendments: NO

Sponsor: Rep. _____ OLS Document #: _____ Adopted/Failed

Sponsor: Rep. _____ OLS Document #: _____ Adopted/Failed

Sponsor: Rep. _____ OLS Document #: _____ Adopted/Failed

Motions: OTP, OTP/A, ITL, Re-Refer, Interim Study (Please circle one.)

Moved by Rep. _____

Seconded by Rep. _____

Vote: _____

Motions: OTP, OTP/A, (ITL), Re-Refer, Interim Study (Please circle one.)

Moved by Rep. Avery

Seconded by Rep. Marshall

Vote: 3

Respectfully submitted,

Rep. Stephen T Dalton

Subcommittee Chairman/Clerk

Testimony

DAVID L. NIXON
77 Central Street
Manchester, New Hampshire
03101

May 2, 2000

Hon. John B. Hunt, Chairman
Commerce Committee
New Hampshire House of Representatives
Legislative Office Building, Room 302
Concord, NH 03301

Re: SB 459, An Act relative to underinsured motorists

Dear Chairman Hunt:

I write in respect to one of the most important auto insurance consumer bills that has been passed, or partially passed, in a long time.

Senate Bill 459 would protect auto insurance consumers against their own insurance companies in cases where they or members of their family were injured due to the negligence of a motorist who carried insufficient insurance to provide coverage for possibly catastrophic injuries and other damages.

If you look at your own insurance automobile liability insurance policy (by the way, I recommend liability and uninsured motorist limits of not less than $250,000 per person, and medical expense reimbursement limits of not less than $10,000 - you can make up any premium increases, or at least pretty closely so, by increasing the "deductibles" in respect to your collision coverage and your comprehensive coverage), you will find near the back end of the policy the section relating to your entitlement against your <u>own</u> company (for which you pay premiums) called "Uninsured Motorist Protection."

In that section, <u>among the fine print</u>, you will see a line or phrase which states that in the event that you are injured due to the fault of another, if you settle your claim against the wrongdoer and/or his/it/her insurance company without the <u>advance</u>

written consent of your own insurance company, then you automatically forfeit all your rights against your own insurance company for the excess coverage you have elected to purchase, which otherwise would have been available to compensate you to the extent that the wrongdoer's policy limits weren't sufficient. The New Hampshire Supreme Court (in an opinion most recently written by Justice Sherman Horton of Nashua), for reasons unknown to me, has steadfastly ruled that even though your own insurance company can't show that it was harmed or prejudiced in any way by the lack of this "advance written consent," they can deny you the coverage you purchased and paid for if, again, you don't obtain this "advance written consent" from them prior to settling with the underlying underinsured defendant's insurance company.

For example, if, God forbid, you or a member of your family covered by your policy is horribly and/or permanently injured and disabled as a result of the proverbial drunken driver from out-of-state who had minimum insurance coverage (in Massachusetts they are still only required to have $20,000 per person auto liability insurance), and somehow or other in the emotion and/or confusion of trying to get your or your family member's affairs straightened away you accept an offer from the wrongdoer's insurance company for its full (albeit, small) policy limit without first getting the "advance written consent" from your own insurance company, then you forfeit all of your underinsured motorists rights as against your own company, even though your own company was not "prejudiced" by the settlement.

You see, the purpose of this "advance written consent" requirement is to allow your own company to explore the possibility of the underlying wrongdoing defendant having assets over and above his/its/her insurance policy that your own company, via its "subrogation rights," could recover against, after it paid you what it owed you. However, as a practical matter, there never is or was a case to my knowledge in nearly 42 years of law practice where a wrongdoing defendant with small or minimal limits

automobile liability insurance had any other assets which your insurance company could go after, via subrogation, after it paid you. Thus, the "advance written consent requirement" is a snare, a trap, and a pitfall; and deprives New Hampshire automobile insurance consumers who have attempted to protect themselves and their families by buying adequate uninsured/underinsured auto insurance limits (again I recommend not less than $250,000 per person) of the insurance coverage they purchased and paid for.

All that Senate Bill 459, as passed by the Senate, would do would be to amend the existing uninsured/underinsured motorist statute (RSA 264:15) to provide that you, as an insurance consumer, would be protected against the unfair and dire consequences of not obtaining the advance written consent unless your insurance company (who would be in an adversary position as to you at that point) could prove (1) that you negligently failed to obtain the "advance written consent," and (2) that it was harmed or prejudiced thereby, in that it was thus denied (by virtue of your signing a release in favor of the wrongdoing defendant and his/its/her insurance company), the "right" to get paid back what it paid you by going after the wrongdoing driver's personal assets (i.e., home, bank account, etc.) Again, this "right of subrogation" is illusory in almost every case, and in fact, every case I've ever heard of, because a wrongdoing driver with low or minimal automobile liability insurance limits never has any other assets to speak of which your insurance company could "go after" via its subrogation right after paying you what it had agreed to pay you through the uninsured/underinsured motorist insurance arbitration procedure.

Thus the insurance industry, and your insurance company in particular, would not be "harmed" in any way by passing this Bill since, again, if they could show that your failure to obtain their advance written consent to the proposed underlying small policy limit settlement did in fact eliminate their chance to get their money back after they paid you, then you would in fact still forfeit your rights to proceed against your own company after the underlying settlement was completed.

I hope this will help in explaining and justifying passage of SB 459. It would protect every automobile driver with sufficient insurance limits in New Hampshire. It would only help insure that you, as an auto insurance consumer, get what you paid for from your own auto insurance company.

Thank you for your courtesy and kindness in taking the time to read this letter about SB 459, a bill which will protect you and your families.

Kind regards.

Very truly yours,

David L. Nixon

DLN:mlh

Enc.

cc: Hon. Paula T. Rogers, Commissioner
NH Insurance Department
Hon. Robert Stanton, Director
Property Liability Insurance Division
Hon. Susan A. Bonyai, Director
Complaint/Consumer Protection Division

DAVID L. NIXON
77 Central Street
Manchester, New Hampshire
03101

May 2, 2000

Hon. Griffin T. Dalianis
47 Berkeley Street
Nashua, NH 03060

Re: SB 459, An Act relative to underinsured motorists

Dear Rep. Dalianis:

I write in respect to one of the most important auto insurance consumer bills that has been passed, or partially passed, in a long time.

Senate Bill 459 would protect auto insurance consumers against their own insurance companies in cases where they or members of their family were injured due to the negligence of a motorist who carried insufficient insurance to provide coverage for possibly catastrophic injuries and other damages.

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Kind regards.

Very truly yours,

David L. Nixon

DLN:mlh

Enc.

cc: Hon. Paula T. Rogers, Commissioner
NH Insurance Department
Hon. Robert Stanton, Director
Property Liability Insurance Division
Hon. Susan A. Bonyai, Director
Complaint/Consumer Protection Division

salary upgrades were delayed. We fail to find a reasonable explanation for the denial of retroactive pay to the petitioners. As a result of an administrative mistake, the petitioners were deprived of the salary upgrade for several months and are entitled to retroactive pay, *see Petition of State Employees' Assoc. & Robinson*, 129 N.H. 554, 556, 529 A.2d 974, 975 (1987). Thus, we hold that the Board acted unreasonably in denying the petitioners' request for retroactive pay. Accordingly, we reverse its decision.

Reversed.

All concurred.

Hillsborough
No. 90-414

BETTE E. STEVENS

v.

MERCHANTS MUTUAL INSURANCE COMPANY

November 7, 1991

1. **Conflict of Laws—Contracts—Insurance**

Interpretation of underlying insurance contract, absent compelling contrary reasons, is governed by the law where the insured risk is situated.

2. **Conflict of Laws—Contracts—Insurance**

In case involving interpretation of automobile insurance contract, where plaintiff's car was garaged in New Hampshire, New Hampshire law governs interpretation of the contract.

3. **Insurance—Construction of Contracts—Public Policy**

Contract provision which required insurer's prior written consent to all settlements was not contrary to public policy, but was valid and legally enforceable; neither the decisions of the New Hampshire supreme court nor the legislature's amendments to New Hampshire's uninsured motorist statute expressed a policy which would restrict an insurance company's ability to require prior consent to settlement in aid of its subrogation rights. RSA 264:15.

4. **Insurance—Construction of Contracts—Exclusionary Clauses**

Defendant insurance company did not waive its subrogation rights, and consent to settlement term of policy was not thereby rendered ineffective or unnecessary, where policy provision containing uninsured motorist coverage explicitly reserved those subrogation rights sought to be protected by the consent to settle provision.

5. Insurance—Construction of Contracts—Exclusionary Clauses

Enforcement of policy provision requiring insurer's prior written consent to all settlements did not depend on a showing of prejudice to the insurer.

6. Insurance—Construction of Contracts—Exclusionary Clauses

Trial court correctly dismissed plaintiff's petition for declaratory judgment seeking uninsured motorist coverage from defendant insurer, where plaintiff violated policy exclusion by not obtaining insurer's prior consent to settlement with other party.

Nixon, Hall and Hess P.A., of Manchester (*Francis G. Murphy, Jr.*, on the brief and orally), for the plaintiff.

Hall, Morse, Anderson, Bauer & Miller P.C., of Concord (*William S. Hall* on the brief and orally), for the defendant.

HORTON, J. The plaintiff appeals the Superior Court's (*Groff*, J.) dismissal of a declaratory judgment action against her insurance carrier, Merchants Mutual Insurance Company (Merchants), seeking to obtain uninsured motorist coverage. She contends, alternatively, that the consent to settlement term of her uninsured motorist coverage (a) is void for legislatively and judicially expressed public policy reasons, or (b) was rendered ineffective because the insurer waived its underlying subrogation right, or (c) is unenforceable due to the lack of prejudice to the insurer under either New Hampshire or Massachusetts law. We disagree, and therefore affirm.

The plaintiff was injured on February 27, 1987, in a collision in Massachusetts with an automobile operated by Douglas R. Mellor, Jr. The plaintiff's car was owned by the plaintiff's father, Wayne Potter, and insured by Commerce Insurance Company (Commerce). At the time of the accident, the plaintiff was insured under a policy issued by the defendant Merchants, which provided $100,000 of uninsured motorist coverage.

The plaintiff was able to settle her claims against Mr. Mellor for his full policy limit of $20,000, with the consent of Commerce. She then settled with Commerce for the full amount of underinsured benefits available under Mr. Potter's policy ($100,000 less the $20,000 settlement with Mr. Mellor). Merchants was not asked to consent to either settlement. In her petition, she alleges that Merchants would have given consent had they been notified, and that Merchants was not prejudiced by the settlement. When the plaintiff sought underinsured motorist coverage under her Merchants' policy, Merchants denied coverage. It relied on an exclusion, contained in the contract, which required the insurer's written consent to all settlements.

[1, 2] As an initial matter, the plaintiff asserts that the interpretation of the contract is governed by Massachusetts law because the accident occurred there, the tort-feasor was a Massachusetts resident, the tort-feasor's insurance policy was issued and delivered in Massachusetts, the settled litigation was commenced in the Massachusetts courts, Massachusetts law governed the liability aspects of the accident, and Massachusetts witnesses predominated in the accident case. Under Massachusetts law, Merchants would be required to show prejudice to its rights before the exclusion could be enforced. *MacInnis v. Aetna*, 403 Mass. 220, 526 N.E.2d 1255 (1988). The cited contacts would weigh heavily for the choice of Massachusetts law in a liability case tried in this forum. This, however, is a case involving the interpretation of a contract of insurance. As we decided in *Glowski v. Allstate Insurance Co.*, 134 N.H. 196, 589 A.2d 593 (1991), interpretation of the underlying insurance contract, absent compelling contrary reasons, is governed by the law where the insured risk is situated. *Id.* at 198, 589 A.2d at 595. In this case, the plaintiff's car was garaged in New Hampshire. New Hampshire law applies to the interpretation of the contract.

On appeal, the plaintiff argues that the contract's exclusion is void because it is repugnant to public policy. She argues that various public policy conditions have changed since we last addressed this issue in *Charest v. Union Mutual Insurance Co.*, 113 N.H. 683, 313 A.2d 407 (1973) (upholding the validity of a consent to settlement exclusion). We do not agree.

[3] The legislature has amended the uninsured motorist statute, RSA 264:15, formerly RSA 268:15-a, since the *Charest* decision. Contrary to the plaintiff's assertion, however, these changes do not evince a policy which would restrict an insurance company's ability to require prior consent to settlement in aid of its subrogation rights. A review of these amendments discloses no intent to eliminate a requirement of prior consent to settlement or to limit or abolish the insurer's right of subrogation. Nor do we find any policy expressed in the decisions of this court supporting the plaintiff's position. We come to the same conclusion reached in *Charest*, that "[a]bsent statutory provisions or public policy to the contrary, insurers have a right to limit their liability. . . ." 113 N.H. at 686, 313 A.2d at 409.

The exclusion contained in the policy is of obvious relevance to an insurance company whose legal rights and responsibilities are directly affected by a settlement with other parties. *Charest*, 113 N.H. at 687, 313 A.2d at 409. Its purpose is not to cut back on an insured's

entitlement to coverage. It remains in an insured's own power to take reasonable steps to maintain his or her entitlement to the benefits. This term is not overreaching, nor is it unduly restrictive. Therefore, the provision is valid and legally enforceable, and is not contrary to any public policy.

[4] The plaintiff next advances the argument that Merchants has waived its subrogation rights, and that this renders the exclusion term unnecessary. The plaintiff urges us to follow the reasoning of *Silvers v. Horace Mann Insurance Co.*, 90 N.C. App. 1, 12–13, 378 S.E.2d 21, 27 (1989). There, the North Carolina Supreme Court held that the policy in question had disavowed the right to subrogate in cases of uninsured motorist coverage. While at first glance the same disavowal appears in the Merchants policy, limiting the express subrogation clause (Condition 13) to Part I (Liability) and Part III (Physical Damage), closer scrutiny reveals that Merchants has not waived its subrogation rights. In Part IV, which contains the uninsured motorist coverage, Merchants has provided for a "trust agreement" that provides:

> "In the event of payment to any person under this Part:
> (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;
>
> (b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this part;
>
> (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
>
> (d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person . . . ;
>
> (e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company . . . ."

This is a right of subrogation, expanded. *See Charest*, 113 N.H. at 687, 313 A.2d at 409. This right is appropriately protected by a consent to settle provision. Merchants has not waived any rights, and has explicitly reserved those rights which are sought to be protected by the "consent to settle" provision. It has a legitimate purpose for including the consent to settlement exclusion in its policy.

[5] The plaintiff finally argues that Merchants must prove that it was substantially prejudiced by her failure to procure its consent to settlement, before it may enforce the permission to settle clause. This court, however, has previously held in *Charest* that, under language similar to that which we are asked to examine here, the exclusion of coverage occurs when the insured makes the unauthorized settlement, and that such exclusion is not "dependent on whether the right of subrogation will eventually produce a reimbursement." *Charest*, 113 N.H. at 688, 313 A.2d at 410. We therefore decline the plaintiff's invitation to overrule *Charest* and hold that enforcement of the permission to settle clause is not dependent on a showing of prejudice to the insurer.

[6] The plaintiff's petition for declaratory judgment concedes that she violated the exclusion by not obtaining Merchants' prior consent to the settlement with Mr. Mellor. Merchants has reserved rights to reimbursement, a right also provided by statute. RSA 264:15, IV. The consent to settlement clause is plain and unambiguous, and serves the legitimate purpose of protecting these rights. We have not been presented with any new expression of a public policy which has changed since our decision in *Charest*. Therefore, we hold that the trial court correctly dismissed the plaintiff's petition.

Affirmed.

All concurred.

Voting Sheets

HOUSE COMMITTEE ON COMMERCE

EXECUTIVE SESSION on SB 459

BILL TITLE: **relative to underinsured motorists.**

DATE: March, 9, 2000

LOB ROOM: 302

Amendments:

Sponsor: Rep. OLS Document #:

Sponsor: Rep. OLS Document #:

Sponsor: Rep. OLS Document #:

Motions: OTP, OTP/A, ITL, Re-Refer, Interim Study (Please circle one.)

Moved by Rep. Delainis

Seconded by Rep. Marshall

Vote: 16-0 (Please attach record of roll call vote.)

Motions: OTP, OTP/A, ITL, Re-Refer, Interim Study (Please circle one.)

Moved by Rep.

Seconded by Rep.

Vote: (Please attach record of roll call vote.)

CONSENT CALENDAR VOTE: 16-0/Yes

(Vote to place on Consent Calendar must be unanimous.)

Statement of Intent: Refer to Committee Report

Respectfully submitted,

Rep. Stephen G. Avery, Clerk

HOUSE COMMITTEE ON COMMERCE

EXECUTIVE SESSION on Sb 459

BILL TITLE: **relative to underinsured motorists.**

DATE: 3.9.00

LOB ROOM:

Amendments:

Sponsor: Rep. _____ OLS Document #: _____ Adopted/Failed

Sponsor: Rep. _____ OLS Document #: _____ Adopted/Failed

Sponsor: Rep. _____ OLS Document #: _____ Adopted/Failed

Motions: OTP, OTP/A, (ITL), Re-Refer, Interim Study (Please circle one.)

Moved by Rep. Delaini s

Seconded by Rep. Marshall

Vote: 16-0 (Please attach record of roll call vote.)

Motions: OTP, OTP/A, ITL, Re-Refer, Interim Study (Please circle one.)

Moved by Rep. _____

Seconded by Rep. _____

Vote: _____ (Please attach record of roll call vote.)

CONSENT CALENDAR VOTE: 16-0

(Vote to place on Consent Calendar must be unanimous.)

Statement of Intent: Refer to Committee Report

Respectfully submitted,

Rep. Stephen G. Avery, Clerk

OFFICE OF THE HOUSE CLERK

2000 SESSION

COMMERCE

Bill #: SB459 Title: uninsured motorists

PH Date: ___/___/___ Exec Session Date: 3/9/00

Motion: ITL Amendment #:

MEMBER	YEAS	NAYS
Hunt, John B, Chairman		
Francoeur, Sheila T, V Chairman	✓	
Herman, Keith R		
Tsiros, William B		
Belanger, Ronald J		
McGough, Tim S	✓	
Avery, Stephen G, Clerk	✓	
Kenney, Joseph D	✓	
Langley, Jane S		
Pappas, Marc P	✓	
Dalianis, Griffin T	✓	
DiFruscia, Anthony R	✓	
Marshall, Gene B	✓	
Clark, Martha Fuller	✓	
Crosby, Toni M		
Russell, Ronald G	✓	
Reardon, Tara G	✓	
Vachon, Dennis P	✓	
Taylor, Kathleen N	✓	
Curran, James C	✓	
Garrish, Linda L	✓	
Keye, Harvey	✓	
TOTAL VOTE:	16	0

Printed: 12/30/1999

Committee Report

COMMITTEE REPORT

COMMITTEE: **Commerce**

BILL NUMBER: **SB 459**

TITLE: relative to underinsured motorists.

DATE: May 9, 2000 CONSENT CALENDAR YES ☒ NO ☐

☐ OUGHT TO PASS

☐ OUGHT TO PASS WITH AMENDMENT

☒ INEXPEDIENT TO LEGISLATE

☐ RE-REFER

☐ REFER TO COMMITTEE FOR INTERIM STUDY
(Available only in second year of biennium.)

STATEMENT OF INTENT
(Include Committee Vote)

The Committee found no evidence that consumers were disadvantaged in any way by the existing system. Even the proponents of this bill acknowledged that the problem, if it exists, is very rare, and the Committee felt that the solution proposed was worse than the problem.

Vote 16-0.

Rep. Griffin T. Dalianis
FOR THE COMMITTEE

Original: House Clerk
cc: Committee Bill file

USE ANOTHER REPORT FOR MINORITY REPORT

CONSENT CALENDAR

Commerce

SB 459, relative to underinsured motorists. INEXPEDIENT TO LEGISLATE

Rep. Griffin T. Dalianis for Commerce: The Committee found no evidence that consumers were disadvantaged in any way by the existing system. Even the proponents of this bill acknowledged that the problem, if it exists, is very rare, and the Committee felt that the solution proposed was worse than the problem. Vote 16-0.

COPY

SB 459, an act relative to underinsured motorists

Representative Griffin T. Dalianis for the Commerce Committee

The Committee found no evidence that consumers were disadvantaged in any way by the existing system. Even the proponents of this bill acknowledged that the problem, if it exists, is very rare, and the Committee felt that the solution proposed was worse than the problem.