I. COVERAGE

A. PERSONS COVERED - IN GENERAL

1. Statutes and Regulations

The statutes and regulations pertaining to automobile liability coverage require automobile liability insurers to provide **liability** coverage to specifically defined persons as insured's.[1] The **statute** requires that, with respect to the insured motor vehicle, the **liability coverage** shall insure the named insured and resident relatives of the named insured unless any such person is specifically excluded by endorsement.[2] The **regulation** expands the definition of insured to include permissive users of the insured motor vehicle.[3]

In comparison, the Connecticut **uninsured motorist statute and regulations**, while requiring that automobile liability policies include a provision for uninsured motorist protection, do not completely define who must be insured under the uninsured motorist provisions.[4]

The **uninsured motorist statute**, C.G.S. §38a-336(a)(1), requires that "each automobile liability insurance policy shall provide insurance, herein called uninsured motorist coverage . . . for the protection of ***persons insured thereunder."*** (Emphasis added.)

The **regulation**, Regs. Conn. State Agencies §38a-334-6(a), provides that the "insurer shall undertake to pay on behalf of ***the insured*** all sums which ***the insured*** shall become legally entitled to recover . . ." (Emphasis added.)[5] As can be seen, the statute and regulation require UM protection for "the insured," but do not define who an insured is, other than an occupant of an insured motor vehicle.

Since the uninsured motorist legislation and regulations do not completely define an insured who is entitled to coverage under the uninsured motorist provisions of the policy, the public policy underlying uninsured motorist coverage mandates that an insurer must provide uninsured motorist benefits to any person defined as an insured under the liability portion of the policy.[6] Therefore, anyone seeking uninsured motorist benefits must be a covered person under the liability section of the policy.[7]

2. To be entitled to make an UM/UIM claim, the claimant must be an insured as defined under the liability portion of the policy.

Each policy must be examined to determine who is covered, and the definition of an insured under the policy cannot violate public policy.[8] An insurance policy's definition of "persons insured" would violate public policy only if the policy denied uninsured motorist coverage to a person who "would otherwise qualify as [an insured] for liability purposes."[9]

C.G.S. §38a-335(d) requires insurers to provide liability coverage to the resident relatives of the named insured when such relatives are operating the motor vehicle insured under the policy.[10] The statute mandates that with respect to the insured motor vehicle, resident relatives of the named insured must be covered for liability purposes (unless specifically excluded by endorsement) and therefore for uninsured motorist purposes, as well.

If an automobile liability insurance policy excluded from its coverage a resident relative who was operating the insured vehicle, such an exclusion would violate public policy.[11] This statute, however, does not preclude an automobile liability insurer from excluding a resident relative from uninsured motorist coverage under the named insured's policy when that resident relative is not an occupant of the vehicle insured under the policy and he or she owns another vehicle. [12] Therefore, an insurer may properly define an insured to preclude coverage for a resident family member who owns a car, and who is injured by an uninsured motorist while driving that car.[13] Although Connecticut law authorizes such an exclusion, the failure of the insurer to expressly include that exclusion in their policy will permit recovery by operators of owned vehicles insured by a different insurer.[14]

In *Loika v. Aetna Casualty & Surety Co.*[15], the court took *Quinn* and its progeny to their logical conclusion. In *Loika*, the plaintiff's decedent was a passenger in a vehicle owned by Benedetto and operated by Cote. Cote ran off the road, killing the passenger. The plaintiff exhausted the owner's liability policy. The plaintiff also exhausted the liability policy issued by Allstate to Cote's parents, which insured Cote as the operator of the vehicle. The plaintiff made an underinsured motorist claim under the Cote policy with Allstate, claiming that his decedent was an insured under that policy. Allstate's uninsured motorist endorsement defined an "insured person" as "any person while in, on, getting into or out of your insured auto with your permission." The uninsured motorist endorsement defined “Insured auto" "as a motor vehicle operated by you or your resident spouse with the owner's permission. . . ."

Allstate defined "insured auto" in the liability provisions of the same policy as including "a non-owned auto used by you or a resident relative with the owner's permission." A comparison of the language of the two endorsements revealed that the uninsured motorist endorsement was more narrowly defined than the bodily injury liability provisions. Therefore, for purposes of liability coverage, Cote, as a resident of his parent's household was operating an insured vehicle when he drove the Benedetto vehicle, however he was not so insured for underinsured motorist coverage since he was not the named insured or the named insured's spouse.

Since the language of the uninsured motorist endorsement was narrower than the policy's liability provisions, it violated public policy. The court held that because the Benedetto vehicle was insured under the Allstate policy for liability purposes, the plaintiff's decedent, as an occupant of an insured vehicle, was entitled to underinsured motorist coverage pursuant to Regs. Conn. State Agencies Section 38a-334-6(a).[16]

See, however, *Peterzell v. General Accident Insurance Co. of America*,[17] where the court held that even though the claimant was an insured as defined under the uninsured motorist section of the policy, since the claimant was not an insured as defined under the liability portion of the policy, he was not entitled to make an uninsured motorist claim. This case would appear to limit a claimant's right to make an uninsured motorist claim to the situation where they are defined as an insured only under the liability portion of the policy. In *Peterzell*, the definition of insured under the uninsured motorist provision of the policy was broader than the definition of insured under the liability portion of the policy. In such an instance, the claimant should be entitled to make an uninsured motorist claim.

B. PERSONS COVERED - POLICY PROVISIONS

The typical uninsured motorist policy provides coverage for the following classes of "persons": (1) the named insured and while residents of the same household as the named insured, the relatives and spouse of the named insured; (2) anyone occupying a vehicle insured by the liability coverage; and (3) any other person entitled to recover due to bodily injuries sustained by a person insured under (1) or (2) above.

1. Coverage for the Named Insured, Resident Spouse and Relatives

a. Coverage for the Named Insured

The named insured is provided with the most comprehensive coverage,[18] while the spouse and relatives of the named insured are covered only if they reside in the same household as the named insured.[19]

The public policy embodied in the uninsured motorist statutes mandates that uninsured motorist coverage attaches to the named insured and resident relatives, and applies "when they are *not* occupants of insured vehicles, as well as when they *are*."[20] Such coverage is "person-oriented," not "vehicle-oriented" and allows such an insured to receive uninsured motorist benefits even when not occupying a vehicle insured under that policy.[21] Such an insured's status at the time of the injury, whether as a passenger, pedestrian or other, is not determinative of his or her recovery.[22]

The “named insured” is defined as “the person specifically designated in the policy as the one protected and, commonly, it is the person with whom the contract is made.” [23] A person named in a motor vehicle policy as an additional driver, but not as an additional named insured, is not covered by the uninsured motorist coverage of the policy for accidents not involving the insured vehicle.[24] However, the policy terms and definitions should be reviewed to determine who is a named insured, since they are often broader than commonly accepted definitions.[25] Statements contained on the declarations page of an auto policy, delineating who is a named insured, are considered part of the policy itself.[26]

When a person is a named insured, and therefore within the definition of “insured person” as set forth in the liability portion of the policy, a policy provision excluding a named insured using a vehicle without the owner’s permission from the definition of “insured person” is an impermissible exclusion which is not authorized by statute or regulation and is therefore void as against public policy. [27]

b. Coverage for Resident Relatives of the Named Insured.

Residents of the same household have been defined as "those who dwell under the same roof and compose a family: a domestic establishment; specif: a social unit comprised of those living together in the same dwelling place."[28]

Whether persons are considered residents of the same household depend upon the particular factual circumstances involved.[29] Two elements are of primary importance in making this determination: whether the facts sufficiently establish (1) the claimant had a close family-type relationship with the inhabitants of the household; and (2) the claimant actually lived in the household. [30] Whether a person is considered a resident of a particular household depends primarily upon objective factors relevant to those two elements.[31]

A claimed resident's statements about where he or she lives are just some of the many factors considered in determining residence.[32] Other objective factors to be considered in the determination of residence are: the frequency of contact among members of the household; where the claimed resident took their meals; where they slept; where they kept their personal belongings; where they received mail; whether they used the residence address for voter registration or motor vehicle registration; and the statements of others regarding their perception of where the claimant lived.[33]

The ultimate determination of residence rests upon an evaluation of many factors.[34] Whether a person is a resident within a household must be determined on the factual circumstances of each case.[35] Since it is a factual inquiry, it is generally not susceptible of being decided on a motion for summary judgment.[36]

Uninsured motorist policies also generally describe covered persons as "you or any family member." "Family member" is generally defined as "a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child."[37] A long time live in companion does not satisfy such a definition. [38] Since Connecticut does not recognize common law marriage, cohabitants in such a relationship are not spouses and therefore not covered as family members. [39]

As non-traditional family arrangements become more common, the question of whether a person is a "family member" and therefore a covered person for purposes of uninsured motorist coverage is a more frequent issue. In *Remington v. Aetna Casualty & Surety Co.*,[40] the Appellate Court decided that, in the context of uninsured motorist coverage, the stepparent-stepchild relationship, which is based on affinity, does not terminate automatically when the marriage that created it is terminated by the death of the biological parent. Where the stepparent continues in the role of parent to the stepchild after the death of the biological parent, then the relationship of affinity continues. Significantly,[41] the court found that age is not relevant to affinity and that even when a claimant is over the age of majority, the relationship can continue.

1. Exclusion for Resident Relatives Occupying their Owned Vehicle

Resident relatives of a named insured owning their own vehicle who are injured by an uninsured motorist while occupying their own car may be excluded from uninsured motorist coverage under the named insured's policy.[42]

2. Exclusion for Specialty or Antique Auto Insurance Policies

Insurance companies issuing a reduced premium, specialty automobile liability insurance policy, such as on antique vehicles, which vehicles are only used for activities such as exhibitions, may limit uninsured motorist coverage under such a policy to incidents involving the occupancy or use of the antique vehicle. [43]

c. Coverage for Employees of Corporate Named Insureds

Depending upon the facts and circumstances of the particular case, the insertion of "family member" language in a business auto policy insuring a corporate named insured may extend coverage to natural persons.

Determining whether a claimant is entitled to coverage under "family member" language by virtue of his or her connection to a corporation focuses on the "situation of the parties to that policy and the circumstances connected with" the transaction.[44] Such a determination is fact-intensive.[45]

The information available to the underwriter when the policy is prepared-including the nature and size of the business; the relationship between the officers and employees of the corporation; whether the listed drivers were related to the owner, among other factors-will determine whether a claimant is covered under "family member" language.[46]

Generally, under Connecticut law, the “named insured” refers only to the person whose name appears on the insurance policy.[47] However, where the business auto policy designates a corporation as the “named insured” and also extends coverage to "family members" of the corporate “named insured”, such language is deemed ambiguous and coverage extends to natural persons and their families.[48]

Likewise, where the named insured is a closely held family corporation, the use of individual-oriented and family-oriented language in the uninsured motorist endorsement and elsewhere in the policy, renders the policy ambiguous and creates uncertainty about who constitutes "you" as defined under the policy.[49] In such a situation, such ambiguity required the policy, as a matter of law, to provide coverage to a shareholder and employee of the corporation. This same reasoning has been extended to allow a state employee to make an uninsured motorist claim against the state where the policy contained language oriented to individuals and family members.[50]

d. Coverage for Members of Voluntary Associations

A voluntary organization has no separate legal existence distinct from that of its members.[51] A voluntary association is defined as: "Persons who associate together for some common non-business purpose without a corporate franchise from the state."[52] Such an association is merely an aggregation of individuals, not a separate legal entity.[53]

By statute, civil actions may be brought against a voluntary association, as well as its members.[54] According to case law, members of a voluntary association are individually liable for claims against the association.[55] Based on these considerations, a policy of automobile insurance issued to a voluntary association as a named insured indemnifies the members of that

voluntary association under the liability portion of the policy and also insures them as named insureds for uninsured motorist coverage.[56]

Where the claimant, a member of a labor union, was injured as a result of a collision between a motorcycle owned and operated by him and an uninsured motor vehicle operated by a third party, uninsured motorist coverage was extended to him as a named insured under an automobile liability policy issued to that union.[57] It was not significant that the labor union, the named insured, provided the claimant with an auto covered by the pertinent policy.

2. Coverage for Persons Occupying an Insured Vehicle

Coverage for this class of persons is required by regulation.[58] Occupants of a motor vehicle are not insured under the policy for liability coverage[59] and, without the regulation, would not be entitled to uninsured motorist coverage under the owner's policy of insurance.[60] This regulation expands the definition of insured to include coverage for all occupants, whether defined as an insured or not under the liability coverage of insured motor vehicles.[61] Occupants of an insured motor vehicle are entitled to uninsured motorist coverage under the policy insuring the occupied vehicle,[62] as well as any other liability policy under which they are insured.[63]

a. Definition of Occupying.

The term, "occupying", is generally defined as "in or upon or entering into or alighting from" the vehicle.[64] For a person to be covered under this clause of the policy he or she must be in actual physical contact with the insured vehicle at the time of the injury.[65] A claimant struck by an uninsured motorist while adjacent to the insured vehicle was found not to be occupying the insured vehicle at the time of the occurrence.[66] A claimant occupying a completely different vehicle than the one owned by the policy holder is not “in actual physical contact” with the covered vehicle.[67]

However, physical contact with the insured vehicle may not be required to satisfy a policy definition of "occupying" in certain emergency situations. It is important to recognize that *Testone v. Allstate Insurance Co.*[68], noted that a physical contact with the insured vehicle may not be required to fulfill a policy's definition of "occupation" in emergencies.[69]

In *Almeida v. Liberty Mutual Insurance*,[70], the trial court, on an application to confirm and vacate an arbitration award, held that physical contact is not required to satisfy a policy definition of "occupation." In that case, the trial court found that the claimant had his hand on the door handle of the vehicle and was about to open the door when he was alerted to an oncoming car; believing that he did not have adequate time to enter the vehicle, he turned and moved away from it in an unsuccessful effort to avoid being struck. Such a result is consistent with the Supreme Court's holding that physical contact is not required to maintain a force-and-run uninsured motorist claim.[71] An insistence on physical contact in such situations would lead to the bizarre result of providing uninsured motorist coverage for the less-vigilant claimant who does not avoid a collision and denying such coverage to a claimant who makes an effort to avoid injury.[72]

However, on appeal, the Supreme Court did not reach the issue of whether physical contact with the insured vehicle was required or whether it may be excused in exigent circumstances, finding instead that the trial court lacked the factual basis upon which to decide whether the arbitration panel had improperly ignored the existence of an emergency exception to *Testone*.[73]

In order to be covered as an occupant of an insured vehicle, the occupation of the vehicle must be with the permission of the named insured. A person occupying the insured vehicle without the permission of the insured is not covered under this clause.[74] An exclusion limiting uninsured motorist coverage to occupants of an insured vehicle who do not own a car may violate the public policy set forth in the regulation.[75]

When faced with a situation where the claimant is an occupant of a vehicle owned by one person and driven by another, it is imperative to obtain the policies under which the operator and owner are covered. The importance of this is illustrated by *Loika v. Aetna Casualty & Surety Co.*[76]

In *Loika*, the plaintiff's decedent was a passenger in a vehicle owned by Benedetto and operated by Cote. Cote ran off the road, killing the passenger. The plaintiff exhausted the owner's liability policy. The plaintiff also exhausted the liability policy issued by Allstate to Cote's parents, which insured Cote as the operator of the vehicle. The plaintiff made an underinsured motorist claim under the Cote policy with Allstate, claiming that his decedent was an insured under that policy. Allstate's uninsured motorist endorsement defined an "insured person" as "any person while in, on, getting into or out of your insured auto with your permission." The uninsured motorist endorsement defined an insured auto" "as a motor vehicle operated by you or your resident spouse with the owner's permission. . . ." Allstate defined "insured auto" in the liability provisions of the same policy as including "a non-owned auto used by you or a resident relative with the owner's permission." A comparison of the language of the two endorsements revealed that the uninsured motorist endorsement was more narrowly defined than the bodily injury liability provisions. Therefore, for purposes of liability coverage, Cote, as a resident of his parent's household was operating an insured vehicle when he drove the Benedetto vehicle, however he was not so insured for underinsured motorist coverage since he was not the named insured or the named insured's spouse.

Since the language of the uninsured motorist endorsement was narrower than the policy's liability provisions, it violated public policy. The court held that because the Benedetto vehicle was insured under the Allstate policy for liability purposes, the plaintiff's decedent, as an occupant of an insured vehicle, was entitled to underinsured motorist coverage pursuant to Regs. Conn. State Agencies Section 38a-334-6(a).

b. Employees as Occupants of Employer Owned Vehicles.

An employee who has received a compensable worker's compensation injury is entitled to make a claim under the employer's uninsured motorist policy, **only if** that employee is **occupying** the employer's motor vehicle.

The exclusivity provision of the worker's compensation act has been amended by C. G. S. Section 38a-336(f) to allow such a claim.

C.G.S. §38a-336(f), provides, as follows:

> **"Notwithstanding subsection (a) of section 31-384, an employee of a named insured injured while occupying a covered motor vehicle in the course of employment shall be covered by such insured's otherwise applicable uninsured and underinsured motorist coverage."**

This amendment allows uninsured motorist claims against commercial insurers, as well as claims against self-insured employers.[77] Significantly, an employee must be **occupying** the insured vehicle in order to make a claim under the statute.[78] The statute provides a limited exception to the exclusivity provisions of C. G. S. Section 31-284(a) and as such is strictly construed.[79] Such occupation requires that the claimant be in physical contact with the insured vehicle. [80]

3. Coverage for Persons who Suffer Consequential Damages as a Result of Bodily Injury Sustained to an Insured

Persons who sustain derivative damages or incur medical expenses on behalf of a injured person who is an insured under clause (1) or (2) above are covered under this provision. For example, this clause allows a person who incurs medical expenses on behalf of an insured, or has a cause of action for loss of consortium, or bystander emotional distress, to assert a claim under the uninsured motorist provisions of the policy.[81]

While C.G.S. §38a-336(a)(1) does not require an insurer to cover loss of consortium claims under an uninsured motorist policy,[82] it also does not limit coverage to claims by the person injured.[83] Therefore, an insurer may expressly extend uninsured motorist coverage to make it broader than that required by statute or regulation.[84] However, the spouse's claim for loss of consortium, being derivative, falls within the per-person limit of a split-limit policy and does not spring the higher per-occurrence limit of that policy.[85]

Loss of filial consortium, that is, a claim brought by minor children for loss or interference with their parental relationship, is not covered under an uninsured motorist policy because derivative claims are limited to damages that a claimant is "legally entitled to recover" from the owner or operator of an uninsured vehicle and Connecticut law does not recognize a cause of action for such a claim.[86] Similarly, a claim for loss of parental consortium, that is, interference with a parent's relationship with a child is also not covered. [87]

While this clause would provide coverage for a claimant asserting a claim for bystander emotional distress, such a claim, depending on how the policy language defines "bodily injury", may be subject to the per person limit of the policy and not the per occurrence limit. [88]

C. EXCESS OR UMBRELLA COVERAGE

Neither excess liability policies nor excess indemnity policies are automobile liability policies within the meaning of C.G.S. Section 38a-336, and therefore such policies are not required to provide uninsured motorist coverage.[89] The reference to automobile liability policy contained in C.G.S. Section 38a-336 is meant to include only those policies which "extend underlying coverage before the operation of any indemnity policy that might otherwise exist."[90]

While personal excess policies may provide, among other coverages, coverage for automobile liability, such a circumstance does not transform the excess policy into an automobile liability policy.[91] Language within the excess or umbrella policy that requires the insured to maintain underlying uninsured coverage during the policy period does not create uninsured coverage within the excess policy.[92]

When the underinsured motorist policy limits of the underlying automobile liability policy are less than the limits of the tortfeasor's automobile liability policy, the supplementary underinsured motorist coverage available under an umbrella or excess policy is not triggered, since the tortfeasor's vehicle is not an underinsured motor vehicle as defined by the statute and case law.[93]

Some excess policies specifically provide uninsured motorist coverage in limited amounts.[94] However, the fact that an excess policy provides limited amounts of uninsured motorist coverage does not convert it into an automobile liability policy.[95] Therefore the excess policy is not required to provide uninsured motorist coverage in accordance with C.G.S. Section 38a-336 and need not provide uninsured motorist coverage equal to the limit of the excess coverage.[96] Furthermore, since the excess policy is not an automobile liability policy within the meaning of C.G.S. Section 38a-336, the doctrine of stacking does not apply.[97]

An excess policy can require actual contact between the covered vehicle and the uninsured motor vehicle, since such a policy is not governed by the uninsured motorist statutes.[98]

D. ELECTION OF LOWER COVERAGE LIMITS

1. Prior Law - July 1, 1984 through January 1, 1994[99]

Since July 1, 1984, C.G.S. Section 38a-336 has required that every automobile liability policy issued or renewed after that date have uninsured motorist coverage equal to the liability coverage of the policy, unless the insured requests in writing a lesser amount.

The statute also established the method by which an insured may surrender his or her right to have equal amounts of liability and uninsured motorist coverage. An insured could relinquish his or her entitlement to an equal amount of uninsured motorist coverage merely by requesting *in writing* a lesser amount.[100]

The statute did not require the insurer to explain the purpose of the coverage or the advantages or disadvantages of electing a particular level of coverage.[101] All that was required for an effective election of lower limits was a writing signed by the named insured.[102] The statute required the written request to be signed by *all* named insureds for it to constitute an

effective election of lower uninsured motorist limits.[103] Therefore, both co-owners of a car, who were named insureds, had to sign the authorization for a reduction in coverage for the reduction to be effective against an occupant of the vehicle driven by the non-signing co-owner.[104] However, when the co-owner, who signed the reduction in coverage form, was the party subsequently injured, such reduction was effective as to that co-owner.[105]

The meaning of the word "writing" as used in the statute is a matter of statutory construction and a question of law for the court.[106] However, to the extent that the case involves an application of the statute to the actual circumstances of the case, appropriate findings of fact must be made by the trier of fact. These include the following: whether there was a writing; whether the writing was signed; whether it was signed by the insured; whether it was the insured's signature; and whether the request for a lesser amount of uninsured motorist coverage had been made purposefully and knowingly.[107]

The requirement of an informed election to reduce uninsured motorist coverage applies only in the context of consumer purchases of insurance.[108] The statute does not require the written consent of all named insureds on a commercial fleet policy in order to effectuate a valid binding reduction in underinsured motorist coverage.[109]

2. Selection of Lower Coverage Limits After January 1, 1994[110]

The election of lower uninsured limits under prior law has been transformed by Public Act 93-297 into a waiver.

"Waiver is the voluntary relinquishment of a known right."[111] Waiver requires the party relinquishing the right to be made aware of it and to knowingly and intelligently decide to forego it.[112]

The act requires that the request for lower uninsured motorist limits be in writing. Such request is ineffective unless any named insured has signed an **"informed consent form"** containing (a) an explanation of uninsured/ underinsured coverage which explanation has been approved by the insurance commissioner; (b) the uninsured motorist coverage options available; and (c) the premium cost for each option. The "informed consent form" must include a heading in twelve-point type which states as follows: "When you sign this form, you are choosing a reduced premium, but you are also choosing not to purchase certain valuable coverage which protects you and your family. If you are uncertain about how this decision will affect you, you should get advice from your insurance agent or another qualified advisor."

Prior law required *all* named insureds to sign a written request for lower limits in order for the request to be effective.[113] The act allows *any* named insured to sign the waiver and to bind all other named insureds to the selection of lower limits.[114] Furthermore, the amendment authorizing a reduction of coverage by a writing signed by any named insured is not a clarification of the prior legislation and does not apply retroactively.[115]

Just as the prior statute did not require an insurer to explain the consequences of a lower election, this statute does not require an insurer to advise insureds about additional coverage that may be available to them. [116]

The statute applies to municipalities and corporations as well as individuals.[117] However, a written request by the plaintiff's employer for a reduction in uninsured motorist

coverage under a commercial fleet or a garage policy is valid even if the request was not made in the twelve point type required by C. G. S. §38a-336(a)(2). [118] Similarly, the lack of disclosure of premiums costs required by the same statute does not invalidate an election for reduced uninsured motorist coverage for a fleet policy. [119] The statute which establishes minimum limits of uninsured motorist coverage applies to livery companies, as well as private passenger motor vehicles, despite the fact that the minimum level of liability coverage for livery companies is much greater than the minimum level for private passenger motor vehicles. [120]

E. COVERAGE FOR PUNITIVE OR STATUTORY DAMAGES

> **"Coverage. The insurer shall undertake to pay on behalf of the insured all sums which the insured shall be legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured caused by an accident involving the uninsured motor vehicle."** (emphasis supplied.)
> *Regs. Conn. State Agencies Sec. 38a-334-6*

A claimant may not recover common-law punitive damages, i.e., attorneys fees and non-taxable costs, from an insurer under the uninsured motorist provisions of the policy, the public policy embodied in the uninsured motorist statute, or the applicable regulations enacted by the insurance commissioner.[121]

"In the absence of express contractual terms to the contrary, allowance of fees against an [uninsured motorist] insurer does not extend to services rendered in establishing the [insured's] right to indemnification [against the insurer]."[122] The public policy underlying the uninsured motorist statute is to place the claimant in the same position he or she would have been in had the uninsured motorist maintained a policy of liability insurance.[123] If the tortfeasor had been insured, an injured party would not have been able to recover punitive damages from the tortfeasor's liability insurer.[124]

To allow a claimant to recover such punitive damages under his or her own uninsured motorist coverage would violate public policy, since it would place the claimant in a better position than if the tortfeasor were insured.[125] Furthermore, one of the purposes of common-law punitive damages is to punish the tortfeasor.[126] Since the insurer has no relationship whatsoever with the tortfeasor, nor responsibility for the tortfeasor's conduct, there is no public-policy reason uninsured motorist coverage should encompass a claimant's attorneys fees incurred in establishing the claimant's uninsured motorist claim against his or her own insurer, based on the misconduct of a third party.[127]

Statutory double or treble damages, as provided for in C.G.S. Section 14-295, are not recoverable under an uninsured motorist endorsement.[128]

F. COVERAGE FOR ACCIDENTS CAUSED BY FORCE-AND-RUN ACCIDENTS

An uninsured motor vehicle, according to one definition in the usual uninsured motorist endorsement, is a hit-and-run vehicle that causes bodily injury to an insured as the result of striking the insured or a vehicle occupied by the insured, provided that the identity of the owner or operator of the hit-and-run vehicle cannot be ascertained. This definition of a hit-and-run vehicle was held to limit coverage to accidents involving physical contact with the insured or with a vehicle occupied by the insured.[129] As so construed, this prohibited an uninsured motorist claim that did not involve physical contact-that is, a force-and-run claim.[130]

The Supreme Court has retreated from this position, concluding that requiring physical contact is inconsistent with statutorily mandated uninsured motorist coverage.[131] Noting that a standard of corroboration may be necessary to support the claimant's contention that the accident was caused by a force-and-run motorist, the court stopped short of holding that such a requirement was necessary, since the parties in that case had stipulated to the existence of a causal relationship between the plaintiff's injuries and the unidentified vehicle.[132]

When squarely faced with the corroboration issue, the court noted the insurance industry's concerns about the potential for fraudulent claims involving force-and-run accidents, but felt that such concerns should not determine whether corroboration should be a requirement of such a claim.[133]

The claimant's burden to prove by a preponderance of the evidence all the elements of his case, together with the additional safeguards of testimony under oath, cross-examination, and the test of credibility are sufficient to afford protection against fraudulent force-and-run claims without requiring independent corroborative evidence.[134] Such a claim can be provided by circumstantial evidence.[135]

A corroboration requirement is contrary to the public-policy and legislative purpose embodied in the uninsured motorist statute and regulations and would add an element not required by either.[136] A claimant making a force-and-run uninsured motorist claim is not required to present independent corroborative evidence of the facts of the occurrence.[137]

A contractual provision contained in an uninsured motorist policy requiring corroborative evidence to support a force-and-run claim violates the public policy set forth in *Keystone Insurance Co. v. Raffile*,[138] and is therefore unenforceable and void.[139]

Where an unidentified non-contact vehicle caused another insured vehicle to take evasive action during the course of which the insured vehicle struck the claimant’s vehicle, the claimant can maintain both a negligence action against the insured vehicle and an action for uninsured motorist benefits.[140]

In a case in which the plaintiff pedestrian was struck by a vehicle whose driver stopped after the accident, but left the scene after the pedestrian affirmatively dismissed the driver, the court held that the plaintiff was not entitled to maintain an uninsured motorist claim under policy language permitting a claim for an accident involving "a hit and run vehicle whose operator or owner cannot be identified."[141] Key to the court's holding was that the plaintiff's inability to ascertain the driver's identity resulted not from the driver's immediate departure from the accident scene, nor from the driver's refusal to provide pertinent identification

information, but from the plaintiff's affirmative action in dismissing the driver from the scene at a time when the plaintiff knew that he was injured.

Since an umbrella policy which provides uninsured motorist coverage is not an automobile policy and is not governed by the uninsured motorist statutes, it may contain a provision requiring actual physical contact between the covered vehicle and the uninsured vehicle.[142]

A claimant injured when a piece of metal pipe flew through his car windshield is entitled to a factual determination as to whether his injuries were caused by the maintenance or use of the uninsured vehicle.[143]

G. LIMITS OF COVERAGE

1. Limits of Coverage Prior to January 1, 1994

Prior to January 1, 1994, the statute required an insurer to provide an insured with uninsured motorist coverage with limits equal to but not in excess of the bodily injury coverage limit unless **all** named insured's requested lesser amount in writing.[144]

2. Limits of Coverage After Public Act 93-297

C.G.S. Section 38a-336(a)(1) as amended by Public Act 93-297 now provides: **"Each insurer licensed to write automobile liability insurance in this state shall provide uninsured and underinsured motorists coverage with limits requested by any named insured upon payment of the appropriate premium, provided each such insurer shall offer such coverage with limits that are twice the limits of the bodily injury coverage of the policy issued to the named insured. The insured's selection of uninsured and underinsured coverage shall apply to all subsequent renewals of coverage and to all policies or endorsements which extend, change, supersede or replace an existing policy issued to the named insured, unless changed in writing by any named insured."**

Public Act 93-297 amended C.G.S. Section 38a-336 (a)(1) to require insurers to offer uninsured motorist limits in an amount that is twice the limits of the insured's bodily injury coverage. The insured's selection of such uninsured motorist limits will then apply to all subsequent renewals and all policies or endorsements extending, changing, superseding or replacing existing policies, unless changed in writing by **any named insured**.

Prior law, which mandated that uninsured coverage be at least equal to the policy's bodily injury coverage, unless any named insured requests in writing a lesser amount, is kept intact.[145]

When a policy is issued out of the state of Connecticut, insuring a vehicle that is neither registered in nor garaged here, the policy's out-of-state coverage provisions do not require the uninsured/underinsured motorist policy limits to be equal to the policy's liability limits when that vehicle is involved in an accident in the state of Connecticut.[146]

3. Limits of Coverage-Underinsured Motorist Conversion Coverage

"(a) Each insurer licensed to write automobile liability insurance in this state shall offer, for an additional premium, underinsured motorist conversion coverage with limits in accordance with section 38a-336 of the general statutes, as amended by section 1 of this act. The purchase of such underinsured motorist conversion coverage shall be in lieu of underinsured motorist coverage pursuant to section 38a-336 of the general statutes.

(b) Such coverage shall provide for the protection of persons insured thereunder who are legally entitled to recover damages from owners or operators of underinsured motor vehicles.

(c) If the insured purchases such underinsured motorist conversion coverage, then in no event shall the underinsured motorist coverage be reduced on account of any payment by or on behalf of the tortfeasor or by any third party.

(d) The selection of coverage under this section shall apply to all subsequent renewals of coverage and to all policies or endorsement which extend, change, supersede or replace an existing policy issued to the named insured, unless changed in writing by any named insured.

(e) For purposes of this section, an "underinsured motor vehicle" means a motor vehicle with respect to which the sum of the limits of liability under all bodily injury liability bonds and insurance policies applicable at the time of the accident is less than the fair, just and reasonable damages of the covered person." *Public Act 93-297 Sec. 2*

Public Act 93-297 (now codified as C.G.S. Section 38a-336a) creates a new category of underinsured motorist coverage entitled "Underinsured Motorist Conversion Coverage." This section requires insurers to offer, for an additional premium, uninsured motorist coverage, in an amount up to twice the limits of the insured's liability coverage. This coverage is in lieu of the *statutory* uninsured motorist coverage provided by C.G.S. Sec. 38a-336.

The limit of underinsured motorist conversion coverage is not subject to a reduction for amounts paid by or on behalf of the tortfeasor,[147] therefore, the total amount of recovery by the claimant may exceed the underinsured motorist conversion coverage limit.[148] This type of coverage can be characterized as add on coverage.

The **statute** prohibits a reduction only for payments made by or on behalf of the tortfeasor.[149] The **regulation**, on the other hand, prohibits the conversion coverage from being reduced by any of the usual reductions applicable to standard statutory uninsured motorist coverage.[150]

The selection of underinsured motorist conversion coverage applies to all subsequent renewals, policies, or endorsements extending, changing, superseding or replacing existing policies, unless changed in writing by any named insured.[151]

The act also changes the definition of what constitutes an "underinsured motor vehicle." Under current law, an "underinsured motor vehicle is defined as a motor vehicle with respect to which the sum of the limits of liability under all bodily injury liability bonds and insurance policies applicable at the time of the accident is less than the applicable limits of liability under the uninsured motorist portion of the policy against which claim is made under subsection (b) of this section."[152]

This definition necessitates a comparison of the liability limits on the tortfeasor's vehicle with the uninsured motorist coverage limit of each policy under which the claimant is making an uninsured motorist claim.[153]

The act defines an underinsured motor vehicle as "a motor vehicle with respect to which the sum of the limits of liability under all bodily injury liability bonds and insurance policies applicable at the time of the accident is less than the fair, just and reasonable damages of the covered person." This definition of an underinsured motor vehicle necessitates a comparison of the liability limits of the tortfeasor's vehicle with the fair, just and reasonable damages of the covered person. If such damages are greater than the tortfeasor's liability coverage, the tortfeasor's vehicle is underinsured. This definition is, of necessity, a factual one.

It appears that conversion coverage may be subject to the same exclusions as statutory uninsured motorist coverage. An insurer providing conversion coverage may exclude from such coverage “a vehicle owned by the insured or available for the regular use of any family member of the insured.”[154]

4. Pleading Issues of Policy Limitation

The state Supreme Court, pursuant to its supervisory authority over the administration of justice, mandated that as of Aug. 16, 1994, an insurer must raise issues of policy limitation by special defense, even when they are undisputed. The court will resolve the issue before it renders a judgment, if a jury determination of the facts raised by the special defense is not necessary.[155]

In *Bennett*, neither the complaint nor the answer and special defenses made reference to the policy limit of the uninsured motorist coverage. The Appellate Court held that the insurer could not benefit from the policy limit post trial, since it failed to plead the policy limit as a special defense. A verdict in excess of the policy limit could, therefore, occur, and the insurer would be liable for that award.[156] The Supreme Court reversed the Appellate Court's decision in *Bennett*, but noncompliance with the pleading requirement since imposed might subject the insurer to the result the Appellate Court would have imposed. Carriers would be well advised, then, to heed the Appellate Court's warning in *Bennett*: "[I]f the defendant wanted to take advantage of the . . . limit in the policy, it should have pleaded it as a special defense."[157] The decision in *Bennett* has been incorporated in Practice Book 1998 Sec.10-79.[158]

H. COVERAGE BY SELF INSURERS

A self-insurer, pursuant to C.G.S. Section 38a-371 (c), is required to provide uninsured motorist coverage to its insured's.[159] A self-insurer's uninsured/underinsured motorist coverage obligations are limited to the statutorily prescribed minimums of $20,000 per person and $40,000 per occurrence and the informed consent provisions of Conn. Gen. Stat. Section 38a-336(a)(2) do not apply to self insurers. [160]A self-insured automobile rental agency is similarly required to provide uninsured motorist coverage for such covered vehicles.[161] A self-insurer is not required to file an election in writing for uninsured motorist limits which are less than the liability limits and is presumed to carry the minimum coverage for uninsured motorist benefits.[162] Governmental immunity, under C.G.S.§52-577n(b)(6), does not bar a municipal employee, injured in a collision with an uninsured motorist while operating a vehicle owned by his municipal employer, from recovering uninsured motorist benefits from a self-insured municipality.[163]

A self insured municipality is not required to provide uninsured and underinsured motorist coverage for a fire truck, while such vehicle is being operated on public highways, because the uninsured motorist statutes, while requiring coverage for **private passenger motor vehicles**, do not apply to require such coverage for such a vehicle.[164]

Uninsured motorist coverage was required to be provided by a self insured municipality for a police car, which car was a model available to the general public, because such vehicle was a "private passenger motor vehicle" as defined under the applicable uninsured motorist statutes and therefore the municipality was required to provide uninsured motorist coverage for the vehicle.[165]

Where the notice filed by the self insurer does not contain the permitted regulatory reductions in coverage, the uninsured motorist coverage provided by the self insured entity may not be reduced by the regulatory reductions in coverage. [166]

[1] (d) With respect to the insured motor vehicle, the coverage afforded under the bodily injury liability and property damage liability provisions in any such policy shall apply to the named insured and relatives residing in such insured's household unless any such relative is specifically excluded by endorsement. Conn. Gen. Stat. Sec. 38a-335(d); **Insured.** The insurance afforded shall apply for the benefit of the named insured and any other person or organization using the motor vehicle within the scope of his permission from the named insured. Regs. Conn. State Agencies Section 38a-334-5(d); *Middlesex Ins. Co. v. Castellano, 225 Conn. 339, 347 (1993); Midddlesex Ins. Co. v. Quinn, 225 Conn.257, 264 (1993).*

[2] Conn. Gen. Stat. Sec. 38a-335(d); *Middlesex Insurance Co. v. Quinn*, 225 Conn. 257, 264 n.8 (1993).

[3] Regs. Conn. State Agencies Sec. 38a-334-5(d); *Middlesex Insurance Co. v. Quinn*, 225 Conn. 257, 264 n.8 (1993).

[4] Conn. Gen. Stat. Section 38a-336 (a)(1) provides: Each automobile liability insurance policy shall provide insurance, herein called uninsured and underinsured motorist coverage, in accordance with the regulations adopted pursuant to section 38a-334, with limits for bodily injury or death not less than those specified in subsection (a) of section 14-112, for the protection of persons insured thereunder. Regs. Conn. State Agencies Sec. 38a-334-6(a) provides: **Coverage.** The insurer shall undertake to pay on behalf of the insured all sums which the insured shall be legally entitled to recover as damages from the owner or operator of an uninsured or underinsured motor vehicle because of bodily injury sustained by the insured caused by an accident involving the uninsured or underinsured motor vehicle. This coverage shall insure the occupants of every motor vehicle to which the bodily injury liability coverage applies. *Middlesex Insurance Co. v. Quinn,* 225 Conn. 257, 264 (1993).

[5] *Regs. Conn. State Agencies* Sec. 38a-334-6(a) provides: ". . . This [uninsured motorist] coverage shall insure the occupants of every motor vehicle to which the bodily injury liability coverage applies . . ." As such, it requires uninsured motorist coverage for occupants of motor vehicles insured under the liability coverage of the policy. Since occupants of a motor vehicle would not be insured under the driver's policy for automobile liability coverage, the regulation extends uninsured motorist protection to this defined class of insureds, who would otherwise not qualify for uninsured motorist benefits under the owner's policy. *Middlesex Insurance Co. v. Quinn*, 225 Conn. 257, 264 n.9 (1993).

[6] *Middlesex Insurance Co. v. Quinn*, 225 Conn. 257, 267 (1993); See also *Smith v. Nationwide Mutual Insurance Co.*, 214 Conn. 734 (1990); and *Harvey v. Travelers Indemnity Co.*, 188 Conn. 245 (1982); *Loika v. Aetna Casualty & Surety Co.*, 44 Conn. Sup. 59 (1995), aff'd 39 Conn. App. 717 (1995), aff'd 236 Conn. 902 (1996).

[7] *Middlesex Insurance Co. v. Castellano*, 225 Conn. 339 (1993); *Middlesex Insurance Co. v. Quinn*, 225 Conn. 257 (1993); See also *Smith v. Nationwide Mutual Insurance Co.*, 214 Conn. 734 (1990); *Harvey v. Travelers Indemnity Co.*, 188 Conn. 245 (1982); *Middlesex Insurance Co. v. Rady*, 34 Conn. App. 679, 681

(1994); *Stewart v. Middlesex Insurance Co.*, 38 Conn. App. 194 (1995);*Loika v. Aetna Casualty & Surety Co.*, 44 Conn. Sup. 59 (1995), aff'd 39 Conn. App. 717 (1995), aff'd 236 Conn. 902 (1996).

8 *Middlesex Insurance Co. v. Castellano*, 225 Conn. 339, 347 (1993); *Middlesex Insurance Co. v. Quinn*, 225 Conn. 257, 268 (1993); *Middlesex Insurance Co. v. Rady*, 34 Conn. App. 679, 681 (1994); *Stewart v. Middlesex Insurance Co.*, 38 Conn. App. 194 (1995);*Loika v. Aetna Casualty & Surety Co.*, 44 Conn. Sup. 59 (1995), aff'd 39 Conn. App. 717 (1995), aff'd 236 Conn. 902 (1996).

9 *Middlesex Insurance Co. v. Quinn*, 225 Conn. 257, 264-65 (1993); *Middlesex Insurance Co. v. Rady*, 34 Conn. App. 679, 681 (1994); *Loika v. Aetna Casualty & Surety Co.*,44 Conn. Sup. 59 (1995); aff'd 39 Conn. App. 717 (1995); aff'd 236 Conn. 902 (1996).

10 *Middlesex Insurance Co. v. Castellano*, 225 Conn. 339 (1993); *Middlesex Insurance Co. v. Quinn*, 225 Conn. 257 (1993); *Middlesex Insurance Co. v. Rady*, 34 Conn. App. 679, 683 (1994).

11 *Middlesex Insurance Co. v. Castellano*, 225 Conn. 339 (1993); *Middlesex Insurance Co. v. Quinn*, 225 Conn. 257 (1993); *Middlesex Insurance Co. v. Rady*, 34 Conn. App. 679, 683 (1994).

12 *Middlesex Insurance Co. v. Castellano*, 225 Conn. 339 (1993); *Middlesex Insurance Co. v. Quinn*, 225 Conn. 257 (1993); *Middlesex Insurance Co. v. Rady*, 34 Conn. App. 679, 683 (1994); *Stewart v. Middlesex Insurance Co.*, 38 Conn. App. 194 (1995).

13 *Stewart v. Middlesex Insurance Co.*, 38 Conn. App. 194 (1995).

14 *Perez v. Metropolitan Property & Casualty Ins. Co*., 22 Conn. L. Rptr. No. 11, 388 (1998).

15 *Loika v. Aetna Casualty & Surety Co.*, 44 Conn. Sup. 59 (1995), aff'd 39 Conn. App. 717 (1995); aff'd 236 Conn. 902 (1996).

16 *Loika v. Aetna Casualty & Surety Co.*, 44 Conn. Sup. 59 (1995), aff'd 39 Conn. App. 717 (1995), aff'd 236 Conn. 902 (1996).; See also *Reznik, Adm. v. Allstate Ins. Co.*, 21 Conn. L. Rptr. No. 19, 667 (1998).

17 *Peterzell v. General Accident Insurance Co. of America*, 1996 Ct. Sup. 5087 (1996).

18 *Harvey v. Travelers Indemnity Co.*, 188 Conn. 245 (1982); *Testone v. Allstate Insurance Co.*, 165 Conn. 126, 135 (1973); *Sentry Insurance Co. v. Sobel*, 16 CLT 17 p. 27 (1990).

19 *Middlesex Mutual Assurance Co. v. Walsh*, 218 Conn. 681 (1991); *Griffith v. Security Insurance Co.*, 167 Conn. 450 (1975); *D'Addio v. Connecticut Insurance Guaranty Association*, 30 Conn. App. 729 (1993); *Lawrence v. New Hampshire Insurance Co.*, 29 Conn. App. 484 (1992); *Meola v. Peerless Insurance Co.*, 9 CSCR 893 (1994); *Amica Mut. Ins. Co. v. Nationwide Ins. Co.*, 1996 CT. Sup. (1996); 44 Conn. App. 754 (1997); *Remington v. Aetna Casualty & Surety Co.*, 240 Conn. 309 (1997).

20 *Harvey v. Travelers Indemnity Co.*, 188 Conn. 242, 248 (1982); See however, *Middlesex Insurance Co. v. Quinn*, 225 Conn. 257 (1993), excluding from coverage resident relatives owning their own vehicles.

21 *Harvey v. Travelers Indemnity Co.*, 188 Conn. 242, 248 (1982); See however, *Middlesex Insurance Co. v. Quinn*, 225 Conn. 257 (1993), excluding from coverage resident relatives owning their own vehicles.

22 *Harvey v. Travelers Indemnity* Co., 188 Conn. 245, 250 (1982). "The coverage is portable: The insured and family member . . . are insured no matter where they are injured. They are insured when injured in an

owned vehicle named in the policy, in an owned vehicle not named in the policy, in an unowned vehicle, on a motorcycle, on a bicycle, whether afoot or on horseback or even on a pogo stick" . . .; or in a "rocking chair on [one's] front porch." Citations omitted.

[23] *Conzo v. Aetna Ins. Co.*, 241 Conn. 677, 683 (1998).

[24] *Kitmidrides v. Middlesex Assurance Co.*, 27 Conn. L. Rptr. No. 19, 673 (2000): aff'd 65 Conn. 729; *Comparone v. New London County Mutual Ins. Co.*, 57 Conn. L. Rptr. No. 22, 85 (2014).

[25] *Frantz v. United States Fleet Leasing, Inc.*, 245 Conn. 727, 731, 732 (1998).

[26] *Renz v. Allstate Ins. Co.*, 61 Conn. App. 336 (2001); cert. den'd 255 Conn. 945.

[27] *Johnson v. Pronto*, 39 Conn. L. Rptr. No. 17, 643 (2005).

[28] *Middlesex Mutual Assurance Co. v. Walsh*, 218 Conn. 681, 686 (1991); *Griffith v. Security Insurance Co.*, 167 Conn. 450, 454 (1975); *D'Addio v. Connecticut Insurance Guaranty Association*, 30 Conn. App. 729 (1993); *Lawrence v. New Hampshire Insurance Co.*, 29 Conn. App. 484, 492 (1992); *Remington v. Aetna Casualty & Surety Co.*, 240 Conn. 309 (1997).

[29] *Middlesex Mutual Assurance Co. v. Walsh*, 218 Conn. 681, 686 (1991); *Griffith v. Security Insurance Co.*, 167 Conn. 450, 458 (1975); *Lawrence v. New Hampshire Insurance Co.*, 29 Conn. App. 484, 492-93 (1992); *Connecticut Indemnity Co. v. Palladino*, 16 CLT 23 p. 29 (1990); *Meola v. Peerless Insurance Co.*, 9 CSCR 893 (1994); *Remington v. Aetna Casualty & Surety Co.*, 240 Conn. 309 (1997); *Amica Mut. Ins. Co. v. Nationwide Mut. Ins. Co.*, (1996) CT. Sup. 5261 (1996), 44 Conn. App. 754 (1997); *Schratweiser v. Hartford Cas. Ins. Co.*, 44 Conn. App. 754 (1997).

[30] *Middlesex Mutual Assurance Co. v. Walsh*, 218 Conn. 681, 686 (1991); *Griffith v. Security Insurance Co.*, 167 Conn. 450, 455 (1975); *D'Addio v. Connecticut Insurance Guaranty Association*, 30 Conn. App. 729, 734 (1993); *Lawrence v. New Hampshire Insurance Co.*, 29 Conn. App. 484, 492 (1992); *Meola v. Peerless Insurance Co.*, 9 CSCR 893 (1994); *Remington v. Aetna Casualty & Surety Co.*, 240 Conn. 309 (1997); *Amica Mut. Ins. Co. v. Nationwide Mut. Ins. Co.*, (1996) CT. Sup. 5261 (1996), 44 Conn. App. 754 (1997).

[31] *Middlesex Mutual Assurance Co. v. Walsh*, 218 Conn. 681, 686 (1991); *Griffith v. Security Insurance Co.*, 167 Conn. 450, 455-57 (1975); See also *Colonial Penn Insurance Co. v. Alfone*, 8 CSCR 359 (1993); *Taryn DiBuono, Adm. of the Estate of Joan Jowdy v. Peerless Insurance Co.*, 6 CSCR 994 (1991); *Meola v. Peerless Insurance Co.*, 9 CSCR 893 (1994); *Remington v. Aetna Casualty & Surety Co.*, 240 Conn. 309 (1997); *Amica Mut. Ins. Co. v. Nationwide Mut. Ins. Co.*, (1996) CT. Sup. 5261 (1996), 44 Conn. App. 754 (1997); *Lucas v. General Accident Ins. Co. of America, 46 Conn. Sup. 502, (2000), aff'd 59 Conn. App. 544, (2000).*

[32] *Middlesex Mutual Assurance Co. v. Walsh*, 218 Conn. 681, 687 (1991); *Lawrence v. New Hampshire Insurance Co.*, 29 Conn. App. 484, 493 (1992).

[33] *Middlesex Mutual Assurance Co. v. Walsh*, 218 Conn. 681, 686-87 (1991); *Griffith v. Security Insurance Co.*, 167 Conn. 450, 455-57 (1975); *Lawrence v. New Hampshire Insurance Co.*, 29 Conn. App. 484, 493 (1992); *Meola v. Peerless Insurance Co.*, 9 CSCR 893 (1994); *Remington v. Aetna Casualty & Surety Co.*, 240 Conn. 309 (1997); *Amica Mut. Ins. Co. v. Nationwide Mut. Ins. Co.*,1996 CT. Sup. 5261 (1996), 44 Conn. App. 754 (1997); *Lucas v. General Accident Ins. Co.*, 46 Conn. Sup. 502 (2000), aff'd 59 Conn. App. 544 (2000).

[34] *Middlesex Mutual Assurance Co. v. Walsh*, 218 Conn. 681, 687 (1991); *Griffith v. Security Insurance Co.*, 167Conn. 450, 455-57 (1975); *Lawrence v. New Hampshire Insurance Co.*, 29 Conn. App. 484, 493

(1992); *Meola v. Peerless Insurance Co.*, 9 CSCR 893 (1994); *Remington v. Aetna Casualty & Surety Co.*, 240 Conn. 309 (1997); *Lucas v. General Accident Ins. Co.*, 46 Conn. Sup. 502 (2000), aff'd 59 Conn. App. 544 (2000).

35 *Griffith v. Security Ins. Co.*, 167 Conn. 450 (1975); *Lucas v. General Accident Ins. Co.*, 4 Conn. Ops. 1441 (1998); *Charlemagne v. Progressive Ins. Co.*, 63 Conn. App. 596 (2001).

36 *Schratwieser, et al v. Hartford Casualty Ins. Co.*, 44 Conn. App. 754 (1997). See also *Remington v. Aetna Casualty & Surety Co.*, 240 Conn. 309 (1997).

37 *Remington v. Aetna Casualty & Surety Co.*, 35 Conn. App. 581 (1994); See also *Francis v. Electric Insurance Co.*, 12 Conn. L. Rptr. No. 4, 123 (1994).

38 *Schneider v. Picano*, 52 Conn. L. Rptr. No. 18, 698 (2012).

39 *Schneider v. Picano*, 52 Conn. L. Rptr. No. 18, 698 (2012).

40 *Remington v. Aetna Casualty & Surety Co.*, 35 Conn. App. 581 (1994). See also *Correa v. Ragozine*, 31 Conn. L. Rptr. No. 12, 437 (2002), where the child's mother and the named insured merely lived together without benefit of marriage, the court held that the step parent relationship did not exist and the child was not entitled to coverage under the named insured's policy.

41 See also *Francis v. Electric Insurance Co.*, 12 Conn. L. Rptr. No. 4, 123, in which the court held that a minor child living in an extended family household with the child's stepfather's brother was a family member within the definition of the brother's uninsured motorist insurance policy, even though the child was not related to the insured by blood or marriage.

42 *Middlesex Insurance Co. v. Castellano*, 225 Conn. 339 (1993); *Middlesex Insurance Co. v. Quinn*, 225 Conn. 257 (1993).

43 *Gombard v. Aurich Ins. Co*. 279 Conn. 808 (2006).

44 *Ceci v. National Indemnity Co.*, 225 Conn. 165, 168-69 (1993); *Estate of Richard P. Hansen, et al. v. Ohio Casualty Insurance Co.*, 15 Conn. L. Rptr. No. 12, 389 (1995), aff'd. 239 Conn. 537 (1996); *Agosto v. Aetna Casualty & Surety Co*., 239 Conn. 549 (1996); *Transamerica Ins. Co. v. Panza*, 16 CLR 241 (1996); *Serrano v. Hartford Casualty Ins. Co.*, 19 Conn. L. Rptr. No. 16, 537 (1997).

45 *Ceci v. National Indemnity Co.*, 225 Conn. 165, 168 (1993); *Estate of Richard P. Hansen, et al. v. Ohio Casualty Insurance Co.*, 15 Conn. L. Rptr. No. 12, 389 (1995), aff'd. 239 Conn. 537 (1996); *Agosto v. Aetna Casualty & Surety Co.*, 239 Conn. 549 (1996); *Transamerica Ins. Co. v. Panza*, 16 CLR 241 (1996); *Serrano v. Hartford Casualty Ins. Co.*, 19 Conn. L. Rptr. No. 16, 537 (1997).

46 *Ceci v. National Indemnity Co.*, 225 Conn. 165, 169-70 (1993); *Estate of Richard P. Hansen, et al. v. Ohio Casualty Insurance Co.*, 15 Conn. L. Rptr. No. 12, 389 (1995), aff'd. 239 Conn. 537 (1996); *Agosto v. Aetna Casualty & Surety Co*., 239 Conn. 549 (1996); *Transamerica Ins. Co. v. Panza*, 16 CLR 241 (1996); *Serrano v. Hartford Casualty Ins. Co.*, 19 Conn. L. Rptr. No. 16, 537 (1997).

47 *Ceci v. National Indemnity Co.*, 225 Conn. 165, 172 (1993); *Testone v. Allstate Insurance Co.*, 165 Conn. 126, 129-30 (1973); *Estate of Richard P. Hansen, et al. v. Ohio Casualty Insurance Co.*, 15 Conn. L. Rptr. No. 12, 389 (1995), aff'd. 239 Conn. 537 (1996); *Agosto v. Aetna Casualty & Surety Co.*, 239 Conn. 549 (1996); *Transamerica Ins. Co. v. Panza*, 16 CLR 241 (1996); *Serrano v. Hartford Casualty Ins. Co.*, 19 Conn. L. Rptr. No. 16, 537 (1997).

48 *Ceci v. National Indemnity Co.*, 225 Conn. 165 (1993); *Estate of Richard P. Hansen, et al. v. Ohio Casualty Insurance Co.*, 15 Conn. L. Rptr. No. 12, 389 (1995), aff'd. 239 Conn. 537 (1996); *Agosto v. Aetna Casualty & Surety Co.*, 239 Conn. 549 (1996); *Transamerica Ins. Co. v. Panza*, 16 CLR 241 (1996); *Serrano v. Hartford Casualty Ins. Co.*, 19 Conn. L. Rptr. No. 16, 537 (1997). See also *Scofield v. AIU Ins. Co. et al*, 31 Conn. L. Rptr. No. 17, 618 (2002), where the policy was held to provide coverage to a child of an employee who was struck as a pedestrian by an uninsured motorist.

49 *Estate of Richard B. Hansen, et al v. Ohio Casualty Insurance Co.*, 15 Conn. L. Rptr. No. 12, 389 (1995), aff'd. 239 Conn. 537 (1996).

50 *Agosto v. Aetna Casualty and Surety Co.*, 239 Conn. 549 (1996).

51 *Hartford Accident and Indemnity Co. v. Sena*, 42 Conn. Sup. 336 (1993).

52 *Hartford Accident and Indemnity Co. v. Sena*, 42 Conn. Sup. 336, 342 (1993).

53 *Hartford Accident and Indemnity Co. v. Sena*, 42 Conn. Sup. 336, 342 (1993).

54 Conn. Gen. Stat. Sec. 52-76; *Hartford Accident and Indemnity Co. v. Sena*, 42 Conn. Sup. 336, 344 (1993).

55 *Hartford Accident and Indemnity Co. v. Sena*, 42 Conn. Sup. 336, 344 (1993).

56 *Hartford Accident and Indemnity Co. v. Sena*, 42 Conn. Sup. 336, 347 (1993).

57 *Hartford Accident and Indemnity Co. v. Sena*, 42 Conn. Sup. 336 (1993).

58 *Regs. Conn. State Agencies*, Sec. 38-334-6(a); *Middlesex Insurance Co. v. Quinn*, 225 Conn. 257, 264 n.9 (1993); *Harvey v. Travelers Indemnity Co.*, 188 Conn. 245, 252 (1982).

59 See Conn. Gen. Stat. Sec. 38a-335(d); *Regs. Conn. State Agencies* Sec. 38-334-5(d).

60 *Middlesex Insurance Co. v. Quinn*, 225 Conn. 257, 264 n.9 (1993).

61 *Harvey v. Travelers Indemnity Co.*, 188 Conn. 245, 252 (1982); *Loika v. Allstate Insurance Co.*, 44 Conn. Sup. 59 (1995); aff'd 39 Conn. App. 717 (1995); aff'd 236 Conn. 902 (1996).

62 *Middlesex Insurance Co. v. Quinn*, 225 Conn. 257, 264 n.9 (1993); *Allstate Insurance Co. v. Ferrante*, 201 Conn. 478 (1976).

63 *Middlesex Insurance Co. v. Quinn*, 225 Conn. 257, 264 n.9 (1993); *Constantino v. Hanover Ins. Co.*, 8 CSCR 1015 (1993); *Catalina v. General Accident Insurance*, 11 Conn. L. Rptr. No. 16, 502 (1994).

64 *Testone v. Allstate Insurance Co.*, 165 Conn. 126, 131 (1973)*; Constantino v. Hanover Ins. Co.*, 8 CSCR 1015 (1993); *Catalina v. General Accident Insurance*, 11 Conn. L. Rptr. No. 16, 502 (1994).

65 *Testone v. Allstate Insurance Co.*, 165 Conn. 126, 133 (1973); *Allstate Insurance Co. v. Howe*, 31 Conn. App. 132 (1993)*; Constantino v. Hanover Ins. Co.*, 8 CSCR 1015 (1993); *Catalina v. General Accident Insurance*, 11 Conn. L. Rptr. No. 16, 502 (1994); *Zamora v. Safeco Ins. Co.*, 21 Conn. L. Rptr. No. 4, 131 (1998). See also *Quimby v. Biagioni* 37 Conn L. Rptr. No. 18 665 (2004).

[66] *Testone v. Allstate Insurance Co.*, 165 Conn. 126, 131, 134 (1973); *Shaw v. Sentinel Ins. Co., LTD*, 58 Conn. L. Rptr. No. 1, 31 (2014).

[67] *Zamora v. Safeco Ins. Co.*, 21 Conn. L. Rptr. No. 4, 131 (1998).

[68] *Testone v. Allstate Insurance Co.*, 165 Conn. 126 (1973).

[69] *Testone v. Allstate Insurance Co.*, 165 Conn. 126, 133 (1973).

[70] *Almeida v. Liberty Mutual Insurance*, 1994 Ct. CaseBase 2516 (1994), rev'd 234 Conn. 817.

[71] *Streitweiser v. Middlesex Mutual Assurance Co.*, 219 Conn. 371 (1991).

[72] *Streitweiser v. Middlesex Mutual Assurance Co.*, 219 Conn. 371, 380 (1991).

[73] *Almeida v. Liberty Mutual Insurance*, 234 Conn. 817 (1995).

[74] *Demarinis v. USAA Casualty Inc. Co. Inc.*,, 44 Conn. App. 172 (1997); *Employees Commercial Union Insurance Co. v. White*, 4 CLT No. 37, p. 11 (1978); *Castro v. AHR Auto Rental*, 16 CLR 169 (1996), *Nicholas v. Amica Mutual Ins. Co.*, 32 Conn L. Rptr. No. 2, 82 (2002). See however, *Gaudet v. Safeco Insurance Co.*, 219 Conn. 391 (1991), where the court held that C.G.S. Sec. 38a-375, which precluded a converter of a private passenger motor vehicle from receiving basic reparations benefits, did not bar the converter from recovery of uninsured motorist benefits under the owner's policy. The court declined to address the wider issue of whether public policy precluded him from doing so. See also *Thomas v. Patriot General Ins. Co.*25 Conn. L. Rptr. No. 1, 7 (1999); 46 Conn. Sup. 188 (2000), where the court allowed a passenger in a stolen vehicle, involved in a one car accident, to make an uninsured motorist claim as a resident relative under his mother's policy.

[75] *Middlesex Insurance Co. v. Quinn*, 225 Conn. 257, 264 n.9 (1993).

[76] *Loika v. Aetna Casualty & Surety Co.* 44 Conn. Sup. 59 (1995); aff'd 39 Conn. App. 717 (1995); aff'd 236 Conn. 902 (1996).

[77] *Conzo v. Aetna Ins. Co.*, 243 Conn. 677 (1998); *Connecticut Union Ins. Co. v. Reis*, 243 Conn. 687 (1998); See also *Zak v. Watts, et al*, 19 Conn. L. Rptr. No. 20, 668 (1997); *Aurelia v. Town of Stratford*, 20 Conn. L. Rptr. No. 9, 319 (1997); *Pouncey v. Anastasio & Sons Trucking, Inc.*, 22 Conn. L. Rptr. No. 1, 62 (1998); *George v. Allstate ins. Co., et al*, 22 Conn. L. Rptr. No. 13, 450 (1998).

[78] *Gomes v. Massachusetts Bay Ins. Co.*, 87 Conn. App. 416 (2005); impliedly overruling *Lemire v. Transcontinental Ins. Co.*, 31 Conn. L. Rptr. 648 (2002), which held that an insurer could not limit uninsured motorist coverage under an employer's liability policy to injuries while occupying an employer owned vehicle and required the employer's policy to provide um coverage to an employee injured while occupying their own vehicle during the course of their employement. See also *Ludemann v. Specialty National Ins. Co.*, 51 Conn. Sup. 326 (2008); *Ludemann v. Specialty National Ins. Co.* 51 Conn. Sup. 326 (2008), *aff'd* 117 Conn. App. 656 (2009); *Shaw v. Sentinel Ins. Co., LTD*, 58 Conn. L. Rptr. No. 1, 31 (2014).

[79] *Gomes v. Massachusetts Bay Ins. Co.*, 87 Conn. App. 416 (2005) *Ludemann v. Specialty National Ins. Co.*, 51 Conn. Sup. 326 (2008), aff'd 117 Conn. App. 656 (2009); *Shaw v. Sentinel Ins. Co., LTD*, 58 Conn. L. Rptr. No. 1, 31 (2014); *Shaw v. Sentinel Ins. Co., LTD*, 58 Conn. L. Rptr. No. 1, 31 (2014).

[80] *Gomes v. Massachusetts Bay Ins. Co.*, 87 Conn. App. 416 (2005); *Ludemann v. Specialty National Ins. Co.*, 51 Conn. Supp. 656 (2008), aff'd 117 Conn. App. 656 (2009); Ronan v. city of Bridgeport 36 Conn. L. Rptr. No. 22 818 (2004).

[81] *Smith v. Amica Mutual Insurance Co.*, 7 Conn. L. Rptr. No. 19. 539 (1992); *Jenson, et al v. Aetna Casualty and Surety Co.*, 7 Conn. L. Rptr. No. 17, 486 (1992); *Segretario v. Insurance Co. of North America*, No. 054872, Waterbury Super. Ct. (1980) (unpublished); overruled, on other grounds, *Izzo v. Colonial Penn Insurance Co.*, 203 Conn. 305 (1987); *Constantino v. Hanover Insurance Co.*, 8 CSCR 1015 (1993); *Catalina v. General Accident Insurance*, 11 Conn. L. Rptr. No. 16, 502 (1994).

[82] *Smith v. Amica Insurance Co.*, 7 Conn. L. Rptr. No. 19, 539 (1992); *Constantino v. Hanover Insurance Co.*, 8 CSCR 1015 (1993); *Catalina v. General Accident Insurance*, 11 Conn. L. Rptr. No. 16, 502 (1994).

[83] *Jenson, et al v. Aetna Casualty and Surety Co.*, 7 Conn. L. Rptr. No. 17, 486, 487 (1992); *Constantino v. Hanover Insurance Co.*, 8 CSCR 1015 (1993); *Catalina v. General Accident Insurance*, 11 Conn. L. Rptr. No. 16, 502 (1994).

[84] *Rosnick v. Aetna Casualty and Surety Co.*, 172 Conn. 416, 423 (1977); overruled on other grounds; *Streitweiser v. Middlesex Mutual Assurance Co.*, 219 Conn. 371 (1991); *Constantino v. Hanover Insurance Co.*, 8 CSCR 1015 (1993); *Catalina v. General Accident Insurance*, 11 Conn. L. Rptr. No. 16, 502 (1994).

[85] *Izzo v. Colonial Penn Insurance Co.*, 203 Conn. 305 (1987); *Jensen, et al v. Aetna Casualty and Surety Co.*, 7 Conn. L. Rptr. No. 17, 486, 487 (1992); *Cantone v. Aetna Casualty and Surety Co.*, 12 CLT No. 20 p. 37 (1986); *DeMarinis v. USAA Casualty Ins. Co. Inc.*, 44 Conn. App. 172 (1997).

[86] *Mendillo v. Board of Education*, 246 Conn. 456 (1998); *Scott v. Thompson*, 28 Conn. L. Rptr. No. 13, 482 (2001).

[87] *Lee, Administratrix of the Estate of Joey Lynn Darcy et al. v. Demirjian*, 31 Conn. L. Rptr. No. 20, 724 (2002).

[88] See *Clohessy v. Bachelor*, 237 Conn. 31 (1996); *Galgano v. Metropolitan Prop. & Cas. Ins. Co.*, *267* Conn. 512 (2004); *Taylor v. Mucci*, 288 Conn. 379 (2008); *Rivera v. State Farm Fire & Cas. Co.*, 54 Conn. L. Rptr. No. 16, 595 (2012).

[89] *Massachusetts v. United States Fidelity and Guaranty Co.*, 222 Conn. 631 (1992); *Cohn v. Pacific Employers Insurance Co.*, 213 Conn. 540 (1990); *Reddy v. New Hampshire Insurance Co.*, 28 Conn. App. 145 (1992).

[90] *Cohn v. Pacific Employers Insurance Co.*, 213 Conn. 540, 548 (1990).

[91] *Mass. v. United States Fidelity and Guaranty Co.*, 222 Conn. 631, 640 (1992); See also *MacDermid v. Liberty Mutual Insurance Co.*, 9 Conn. L. Rptr. No. 6, 192 (1993).

[92] *Cohn v. Pacific Employers Insurance Co.*, 213 Conn. 540, 545 (1990).

[93] *Roche v. Hartford Insurance Co.*, 23 Conn. L. Rptr. No. 1, 9 (1998).

[94] *Curran v. Aetna Casualty and Surety Co.*, 222 Conn. 657 (1992); *Israel v. State Farm Mutual*, 259 Conn. 503 (2002).

95 *Curran v. Aetna Casualty and Surety Co.*, 222 Conn. 657, 668 (1992); *Robinson v. State Farm Fire and Casualty Co.*, 20 Conn. L. Rptr. No. 2, 43 (1997).

96 *Curran v. Aetna Casualty and Surety Co.*, 222 Conn. 657, 668 (1992).

97 *Curran v. Aetna Casualty and Surety Co.*, 222 Conn. 657, 669-70 (1992).

98 *Rubinson v. State Farm Fire & Casualty Co.*, 20 Conn. L. Rptr. No. 2, 43 (1997).

99 Conn. Gen. Stat. '38a-336(a)(2) (prior to its amendment by Public Act 93-297) provided as follows: "**Notwithstanding any provision of this section to the contrary, each automobile liability insurance policy issued or renewed on and after July 1, 1984, shall provide uninsured motorist coverage with limits for bodily injury and death equal to those purchased to protect against loss resulting from the liability imposed by law unless the insured requests in writing a lesser amount, but not less than the limits specified in subsection (a) of section 14-112. Such written request shall apply to all subsequent renewals of coverage and to all policies or endorsements which extend, change, supersede or replace an existing policy issued to the named insured, unless changed in writing by the insured.**"

100 *Harlach v. Metropolitan Property and Liability Insurance Co.*, 221 Conn. 185, 192 (1992).

101 *Harlach v. Metropolitan Property and Liability Insurance Co.*, 221 Conn. 185, 190 (1992).

102 *Harlach v. Metropolitan Property and Liability Insurance Co.*, 221 Conn. 185 (1992); *American Motorists Insurance Co. v. Carson*, 6 Conn. L. Rptr. No. 5, 150 (1992); *Smogowicz v. State Farm Mutual Automobile Insurance Co.*, 9 CSCR 856 (1994).

103 *Nationwide Mutual Insurance Co. v. Pasion*, 219 Conn. 764, 771 (1992); *American Motorists Insurance Co. v. Carson*, 6 Conn. L. Rptr. No. 5, 150 (1992); *Smogowicz v. State Farm Mutual Automobile Insurance Co.*, 9 CSCR 856 (1994).

104 *Nationwide Mutual Insurance Co. v. Pasion, 219 Conn. 764 (1992).*

105 *Colonial Penn Insurance Co. v. Bryant*, 45 Conn. App. 558 (1997); aff'd, in part, 245 Conn. 710 (1998).

106 *General Accident Insurance Co. v. Powers, Bolles, Houlihan & Hartline, Inc.*, 38 Conn. App. 290 (1995).

107 *General Accident Insurance Co. v. Powers, Bolles, Houlihan & Hartline, Inc.*, 38 Conn. App. 290 (1995).

108 *Frantz v. United States Fleet Leasing, Inc.*, 245 Conn. 727 (1998).

109 *Frantz v. United States Fleet Leasing, Inc.*, 245 Conn. 727 (1998).

110 C.G.S. Sec. 38a-336(a)(2) as amended by Public Act 93-297 now provides as follows:
"**Notwithstanding any provision of this section to the contrary, each automobile liability insurance policy issued or renewed on and after the effective date of this act, shall provide uninsured and underinsured motorist coverage with limits for bodily injury and death equal to those purchased to protect against loss resulting from the liability imposed by law unless any named insured requests in writing a lesser amount, but not less than the limits specified in subsection (a) of section 14-112. Such written request shall apply to all subsequent renewals of coverage and to all policies or endorsements which extend, change, supersede or replace an existing policy issued to the named insured, unless changed in writing by any named insured. No such written request for a lesser amount shall be effective unless any named insured has signed an informed consent form which shall contain: (A) an**

explanation of uninsured and underinsured motorist insurance approved by the commissioner; (B) a list of uninsured and underinsured motorist coverage options available from the insurer; and (C) the premium cost for each of the coverage options available from the insurer. Such informed consent form shall contain a heading in twelve-point type and shall state "When you sign this form, you are choosing a reduced premium, but you are also choosing not to purchase certain valuable coverage which protects you and your family. If you are uncertain about how this decision will affect you, you should get advice from your insurance agent or another qualified advisor."

111 *Harlach v. Metropolitan Property and Liability Insurance Co.*, 221 Conn. 185, 192 (1992).

112 *Harlach v. Metropolitan Property and Liability Insurance Co.*, 221 Conn. 185, 193 (1992).

113 *Nationwide Insurance Co. v. Pasion*, 219 Conn. 764, 771 (1992); See however, *Colonial Penn Insurance Co. v. Bryant*, 45 Conn. 710 (1998); aff'd in part, 245 Conn. 710 (1998).

114 *Colonial Penn Insurance Co. v. Bryant*, 45 Conn. App. 558 (1997); aff'd in part, 245 Conn. 710 (1998).

115 *Colonial Penn Insurance Co. v. Bryant*, 45 Conn. App. 558 (1997); aff'd in part, 245 Conn. 710 (1998); *General Accident Ins. Co. v. Powers, Bolles, Houlihan & Hartline, Inc.*, 50 Conn. App. 701 (1998), aff'd, 251 Conn. 56 (1999).

116 *Harlach v. Metropolitan Property and Liability Insurance Co.*, 221 Conn. 185, 193 (1992); *Jabs v. Nationwide Ins.*, 26 Conn. L. Rptr. No. 4, 147 (2000).

117 *Brown v. ITT Hartford*, 29 Conn. L. Rptr. No. 17, 613 (2001)

118 *Kinsey v. Pacific Employers Ins. Co.*, 277 Conn. 398 (2006); *Danis v. Saucier*, 38 Conn. L. Rptr. No. 5, 177 (2005).

119 *McDonald v. National Union fire Ins. Co. of Pittsburgh, PA.* 79 Conn. App. 800, cert. denied, 266 Conn. 929 (2003).

120 *Gordon v. Musser*, 53 Conn. L. Rptr. No. 21, 783 (2012).

121 *Bodner v. USAA*, 222 Conn. 480 (1992)*; Laudette v. Peerless Ins. Co., 27 Conn. L. Rptr.No. 13, 456 (2000); Tworzydlo v. Safeco Ins.Co., 32 Conn L. Rptr. No. 10, 364 (2002); Scharf v. The Travelers Home and Marine Ins. Co.*, 59 Conn. L. Rptr. No. 2, 43 (2015).

122 *Bodner v. USAA*, 222 Conn. 480, 497 (1992); *Laudette v. Peerless Ins. Co., 27 Conn. L. Rptr.No. 13, 456 (2000).*

123 *Bodner v. USAA*, 222 Conn. 480, 499 (1992); *Laudette v. Peerless Ins. Co., 27 Conn. L. Rptr.No. 13, 456 (2000).*

124 *Bodner v. USAA*, 222 Conn. 480, 499 (1992); *Tedesco v. Maryland Casualty Co.*, 127 Conn. 533 (1941); *Laudette v. Peerless Ins. Co., 27 Conn. L. Rptr.No. 13, 456 (2000).*

125 *Bodner v. USAA*, 222 Conn. 480, 499 (1992); *Laudette v. Peerless Ins. Co., 27 Conn. L. Rptr.No. 13, 456 (2000).*

126 *Bodner v. USAA*, 222 Conn. 480, 499-500 (1992); *Laudette v. Peerless Ins. Co., 27 Conn. L. Rptr.No. 13, 456 (2000).*

127 *Bodner v. USAA*, 222 Conn. 480, 499 (1992).

128 *Caulfield v. Amica Mutual Insurance Co.*, 31 Conn. App. 781 (1993); The Superior Court cases that have considered the issue are in conflict, the majority holding that such damages are not recoverable. *Lezotte v. Hanover Insurance Co.*, 8 Conn. L. Rptr. No. 6, 199 (1993); *Roberts v. Allstate Insurance Co.*, 9 Conn. L. Rptr. No. 7, 216 (1992); *Napoletano v. Aetna Casualty and Surety Co.*, 8 CSCR 113 (1993); *Pohorence v. Electric Insurance Co.*, 8 CSCR 1110 (1993); *McGowan v. Aetna Casualty and Surety Co.*, 4 Conn. L. Rptr. No. 5 149 (1991); *Clamage v. Aetna Casualty and Surety Co.*, 1 Conn. L. Rptr. 529 (1990); *Gonzalez v. Travelers Indemnity Co.*, 17 Conn. L .Rptr. No. 3, 104 (1996); *Laudette v. Peerless Ins. Co., 27 Conn. L. Rptr.No. 13, 456 (2000); Kisson v. C. G. U. Southern New England 29 Conn. L. Rptr. No. 20, 738 (2001); Tworzydlo v. Safeco Ins. Co., 32 Conn. L. Rptr. No. 10, 364 (2002; Hood v. Great American Ins. Co., 34* Conn. L. Rptr. 449 (2003); *Scharf v. The Travelers Home and Marine Ins. Co., 59 Conn. L. Rptr. No. 2, 43 (2015)* which prohibit such recovery; *contra, Fischer v. Aetna Casualty and Surety Co.*, 5 Conn. L. Rptr. No. 18, 480 (1992); and *Minuto v. Aetna Casualty and Surety Co.*, 4 CSCR 700 (1989), allowing such recovery.

129 *Rosnick v. Aetna Casualty and Surety Co.*, 172 Conn. 416 (1977); overruled *Streitweiser v. Middlesex Mutual Assurance Co.* 219 Conn. 371 (1991).

130 *Rosnick v. Aetna Casualty and Surety Co.*, 172 Conn. 416 (1977); overruled *Streitweiser v. Middlesex Mutual Assurance Co.* 219 Conn. 371 (1991).

131 *Streitweiser v. Middlesex Mutual Assurance Co.*, 219 Conn. 371 (1991).

132 *Streitweiser v. Middlesex Mutual Assurance Co.*, 219 Conn. 371 (1991).

133 *Keystone Insurance Co. v. Raffile*, 225 Conn. 223, 230, 233 (1993).

134 *Keystone Insurance Co. v. Raffile*, 225 Conn. 223, 235-36 (1993).

135 See *Caprood v. Atlanta Cas. Co.*, 80 Conn. App. 338 (2003) where the claimant produced circumstantial evidence of the characteristics of the intersection, the force of the collision and the nature of damages to the plaintiff's vehicle, the jury could reasonably infer that the hit and run driver was negligent.

136 *Keystone Insurance Co. v. Raffile*, 225 Conn. 223, 231-32 (1993).

137 *Keystone Insurance Co. v. Raffile*, 225 Conn. 223, 236 (1993).

138 *Keystone Insurance Co. v. Raffile*, 225 Conn. 223 (1993).

139 *Nablesi v. Sentry Insurance Co.*, 9 CSCR 252 (1994).

140 See *Guidi v. Mitchell*, 5 Conn. Ops. 1476 (1999) for an interesting analysis of the results of such an action based on differing jury verdicts as to liability and damages.

141 *Sylvestre v. United Serv. Auto Association*, 1 Conn. Ops. 624 (1995); aff'd. 42 Conn. App. 219 (1996); aff'd 240 Conn. 544 (1997); *Minervini v. Allstate Prop. & Cas. Ins. Co.*, 54 Conn. L. Rptr. No. 6, 222 (2012); but see *Vining v. Amari*, 6 Conn. Ops. 339 (2000), where the plaintiff attempted to identify the vehicle that struck her, but the physical evidence indicated the vehicle she identified was not involved, the court denied

the insurer's motion for summary judgment upon the basis that there was a genuine issue of material fact regarding the identity of the hit and run driver.

142 *Rubinson v. State Farm Fire & Casualty Co.*, 20 Conn. L. Rptr. No. 2, 43 (1997).

143 *Wolfe v. American Nat'l Fire Ins. Co.*, 21 CLR No. 18, 633 (1998).

144 *Harlach v. Metropolitan Property and Liability Insurance Co.*, 221 Conn. 185, 192 (1992).

145 See however, I.D for requirements of an effective waiver of equal uninsured motorist limits.

146 *The Glens Falls Insurance Co. v. Sybalsky*, 46 Conn. App. 313 (1997).

147 Conn. Gen. Stat. Sec. 38a-336a(c).

148 Conn. Gen. Stat. Sec. 38a-336(b) as amended by Public Act 93-297.

149 Conn. Gen. Stat. Sec. 38a-336a(c).

150 See Regs. Conn. State Agencies Sec.38a-334-6(d).

151 Public Act 93-297 Sec. 2(d).

152 See C. G. S. Section 38a-336.

153 See C. G. S. Section 38a-336.

154 *Fleet Nat'l Bank v. Aetna Ins. Co.*, 45 Conn. Sup. (1998) Aff'd. 245 Conn. 546 (1998).

155 *Bennett v. Automobile Insurance Co. of Hartford*, 230 Conn. 795 (1994). See also *Impellizzieri, Adm. v. Massachusetts Bay Insurance Co.*, 11 Conn. L. Rptr. No. 2, 48 (1994).

156 *Bennett v. Automobile Insurance co. of Hartford*, 32 Conn. App. 617 (1993), rev'd *Bennett*, 230 Conn. 795 (1994); See also *Mayers v. Allstate Ins.*, 9 CSCR 398 (1994).

157 *Bennett v. Automobile Insurance co. of Hartford*, 32 Conn. App. 617 (1993), rev'd *Bennett*, 230 Conn. 795 (1994).

158 See Conn. Prac. Bk. Section 10-79..

159 *Conzo v. Aetna Ins. Co.*, 243 Conn. 677 (1998); *Connecticut Union Ins. Co. v. Reis*, 243 Conn. 687 (1998).

160 *Garcia v. City of Bridgeport*, 306 Conn. 340 (2012)

161 *Aversano v. Agency Rent-A-Car*, 20 Conn. L. Rptr. No. 16 553 (1998); *George v. Allstate Ins. Co., et al*, 22 Conn. L. Rptr. No. 13, 450 (1998).

162 *Boynton v.City of New Haven*, 63 Conn. App. 815 (2001); *Serra v. City of West Haven*, 31 Conn. L. Rptr. No. 6, 210 (2002).

[163] *Bellucci v. City of New Haven*, 25 Conn. L. Rptr. No. 6, 206 (2000), See Also, *Conzo v. Aetna Ins. Co.*, 243 Conn. 677 (1998); *Connecticut Union Ins. Co. v. Reis*, 243 Conn. 687 (1998).

[164] *Willoughby v. City of New Haven*, 254 Conn. 404 (2000).

[165] *Serra v. City of West Haven*, 31 Conn. L. Rptr. No. 6, 210 (2002); 77 Conn. App. 267 (2003); *Verrengia v. Abbate*, 37 Conn. L. Rptr. No. 17, 643 (2004).

[166] *Piersa v. Phoenix Ins. Co.*, 269 Conn. 916 (2005).