

Senate Bill 1508

Sponsored by Senator THOMSEN (Presession filed.)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Increases value of property damage that must occur before vehicle accident report is required.
Directs Department of Transportation to provide confirmation of its receipt of accident report.
Increases amount of time driver has to report vehicle accident from 72 hours to 120 hours.

A BILL FOR AN ACT

1
2 Relating to vehicle accident reporting; creating new provisions; and amending ORS 742.504, 742.508,
3 811.720, 811.725 and 811.745.

4 **Be It Enacted by the People of the State of Oregon:**

5 **SECTION 1.** ORS 811.720 is amended to read:

6 811.720. (1) Except as provided in subsection [(4)] (5) of this section, any accident occurring on
7 a highway or upon premises open to the public resulting in injury or death to any person is subject
8 to the reporting requirements under the following sections:

9 (a) The reporting requirements for drivers under ORS 811.725.

10 (b) The reporting requirements for occupants of vehicles in accidents under ORS 811.735.

11 (c) The reporting requirements for owners of vehicles under ORS 811.730.

12 (2) Except as provided in subsection [(4)] (5) of this section, an accident occurring on a highway
13 or upon premises open to the public resulting in damage to the property of any person in excess of
14 [\$2,500] **\$4,000** is subject to the following reporting requirements:

15 (a) The driver of a vehicle that has more than [\$2,500] **\$4,000** damage must report the accident
16 in the manner specified under ORS 811.725.

17 (b) The owner of a vehicle that has more than [\$2,500] **\$4,000** damage must report the accident
18 in the manner specified in ORS 811.730 and under the circumstances specified in ORS 811.730.

19 (c) If the property damage is to property other than a vehicle involved in the accident, each
20 driver involved in the accident must report the accident in the manner specified under ORS 811.725
21 and each owner of a vehicle involved in the accident must report the accident in the manner spec-
22 ified in ORS 811.730 and under the circumstances specified in ORS 811.730.

23 (d) If a vehicle involved in the accident is damaged to the extent that the vehicle must be towed
24 from the scene of the accident, each driver involved in the accident must report the accident in the
25 manner specified under ORS 811.725 and each owner of a vehicle involved in the accident must re-
26 port the accident in the manner specified in ORS 811.730 and under the circumstances specified in
27 ORS 811.730.

28 (3) The dollar amount specified in subsection (2) of this section may be increased every five
29 years by the Department of Transportation based upon any increase in the Consumer Price Index
30 for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics
31 of the United States Department of Labor or its successor during the preceding 12-month period.

NOTE: Matter in **boldfaced** type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted.
New sections are in **boldfaced** type.

1 The **dollar** amount determined under this subsection shall be rounded to the nearest \$100.

2 **(4) The Department of Transportation shall confirm its receipt of an accident report.**

3 [(4)] **(5)** The following are exempt from the reporting requirements of this section:

4 (a) Operators of snowmobiles, Class I all-terrain vehicles or Class III all-terrain vehicles.

5 (b) A law enforcement official acting in the course of official duty if the accident involved a law
6 enforcement official performing a lawful intervention technique or a law enforcement official and a
7 person acting during the commission of a criminal offense. As used in this paragraph:

8 (A) "Law enforcement official" means a person who is responsible for enforcing the criminal
9 laws of this state or a political subdivision of this state and who is employed or volunteers:

10 (i) As a peace officer commissioned by a city, university that has established a police department
11 under ORS 352.121 or 353.125, port, school district, mass transit district, county or county service
12 district authorized to provide law enforcement services under ORS 451.010;

13 (ii) With the Department of State Police or the Criminal Justice Division of the Department of
14 Justice;

15 (iii) As an investigator of a district attorney's office, if the investigator is certified as a peace
16 officer in this state; or

17 (iv) As an authorized tribal police officer as defined in ORS 181A.940.

18 (B) "Lawful intervention technique" means a method by which one motor vehicle causes, or at-
19 tempts to cause, another motor vehicle to stop.

20 **SECTION 2.** ORS 811.725 is amended to read:

21 811.725. (1) The driver of a vehicle commits the offense of driver failure to report an accident
22 if the driver does any of the following:

23 (a) Is driving any vehicle that is involved in an accident required to be reported under ORS
24 811.720 and does not, within [72] **120** hours of the accident, complete a report of the accident in a
25 form approved by the Department of Transportation and submit the report to the department.

26 (b) Is driving a vehicle that is involved in an accident and does not submit to the department
27 any report required by the department that is other than or in addition to the reports required by
28 this section. The department may request a supplemental report if in the opinion of the department
29 the original report is insufficient.

30 (c) Is driving any vehicle that is involved in an accident required to be reported under ORS
31 811.720 and does not, within [72] **120** hours of the accident, provide proof of compliance with finan-
32 cial responsibility requirements to the department, in a form furnished by the department, that at
33 the time of the accident the person was in compliance with the financial responsibility requirements.

34 (2) The proof of compliance with financial responsibility required under this section is subject
35 to the prohibitions and penalties for false certification under ORS 806.050.

36 (3) The reports described under this section are subject to the provisions of ORS 802.220 and
37 802.240 relating to the use of such reports after submission. Exemptions from requirements to pro-
38 vide proof of compliance with financial responsibility are established under ORS 806.020.

39 (4) A driver may be required to file additional accident reports with a city as provided under
40 ORS 801.040.

41 (5) The offense described in this section, driver failure to report an accident, is a Class B traffic
42 violation.

43 **SECTION 3.** ORS 811.745 is amended to read:

44 811.745. (1) Except as provided in subsection (4) of this section, any accident occurring on a
45 highway or upon premises open to the public resulting in injury or death to any person is subject

1 to the reporting requirements under the following sections:

2 (a) The reporting requirements for drivers under ORS 811.748.

3 (b) The reporting requirements for occupants of vehicles in accidents under ORS 811.750.

4 (2) Except as provided in subsection (4) of this section, an accident occurring on a highway or
5 upon premises open to the public resulting in damage to the property of any person in excess of
6 [\$2,500] **\$4,000** is subject to the following reporting requirements:

7 (a) The driver of a vehicle that has more than [\$2,500] **\$4,000** damage must report the accident
8 in the manner specified under ORS 811.748.

9 (b) If the property damage is to property other than a vehicle involved in the accident, each
10 driver involved in the accident must report the accident in the manner specified under ORS 811.748.

11 (c) If a vehicle involved in the accident is damaged to the extent that the vehicle must be towed
12 from the scene of the accident, each driver involved in the accident must report the accident in the
13 manner specified under ORS 811.748.

14 (3) The dollar amount specified in subsection (2) of this section may be increased every five
15 years by the Department of Transportation based upon any increase in the Consumer Price Index
16 for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics
17 of the United States Department of Labor or its successor during the preceding 12-month period.
18 The **dollar** amount determined under this subsection shall be rounded to the nearest \$100.

19 (4) The following are exempt from the reporting requirements of this section:

20 (a) Operators of snowmobiles and Class I, Class III and Class IV all-terrain vehicles.

21 (b) A law enforcement official acting in the course of official duty if the accident involved a law
22 enforcement official performing a lawful intervention technique or involved a law enforcement offi-
23 cial and a person acting during the commission of a criminal offense. As used in this paragraph:

24 (A) "Law enforcement official" means a person who is responsible for enforcing the criminal
25 laws of this state or a political subdivision of this state and who is employed or volunteers:

26 (i) As a peace officer commissioned by a city, port, university that has established a police de-
27 partment under ORS 352.121 or 353.125, school district, mass transit district, county or service dis-
28 trict authorized to provide law enforcement services under ORS 451.010;

29 (ii) With the Department of State Police or the Criminal Justice Division of the Department of
30 Justice; or

31 (iii) As an investigator of a district attorney's office, if the investigator is certified as a peace
32 officer in this state.

33 (B) "Lawful intervention technique" means a method by which one motor vehicle causes, or at-
34 tempts to cause, another motor vehicle to stop.

35 (5) The reporting requirements under this section are in addition to, and not in lieu of, the re-
36 porting requirements under ORS 811.720.

37 **SECTION 4.** ORS 742.504 is amended to read:

38 742.504. Every policy required to provide the coverage specified in ORS 742.502 shall provide
39 uninsured motorist coverage that in each instance is no less favorable in any respect to the insured
40 or the beneficiary than if the following provisions were set forth in the policy. However, nothing
41 contained in this section requires the insurer to reproduce in the policy the particular language of
42 any of the following provisions:

43 (1)(a) Notwithstanding ORS 30.260 to 30.300, the insurer will pay all sums that the insured or
44 the heirs or legal representative of the insured is legally entitled to recover as damages from the
45 owner or operator of an uninsured vehicle because of bodily injury sustained by the insured caused

1 by accident and arising out of the ownership, maintenance or use of the uninsured vehicle. Deter-
2 mination as to whether the insured, the insured's heirs or the insured's legal representative is le-
3 gally entitled to recover such damages, and if so, the amount thereof, shall be made by agreement
4 between the insured and the insurer, or, in the event of disagreement, may be determined by arbi-
5 tration as provided in subsection (10) of this section.

6 (b) No judgment against any person or organization alleged to be legally responsible for bodily
7 injury, except for proceedings instituted against the insurer as provided in this policy, shall be
8 conclusive, as between the insured and the insurer, on the issues of liability of the person or or-
9 ganization or of the amount of damages to which the insured is legally entitled.

10 (2) As used in this policy:

11 (a) "Bodily injury" means bodily injury, sickness or disease, including death resulting therefrom.

12 (b) "Hit-and-run vehicle" means a vehicle that causes bodily injury to an insured arising out of
13 physical contact of the vehicle with the insured or with a vehicle the insured is occupying at the
14 time of the accident, provided:

15 (A) The identity of either the operator or the owner of the hit-and-run vehicle cannot be ascer-
16 tained;

17 (B) The insured or someone on behalf of the insured reported the accident within [72] **120** hours
18 to a police, peace or judicial officer, to the Department of Transportation or to the equivalent de-
19 partment in the state where the accident occurred, and filed with the insurer within 30 days there-
20 after a statement under oath that the insured or the legal representative of the insured has a cause
21 or causes of action arising out of the accident for damages against a person or persons whose
22 identities are unascertainable, and setting forth the facts in support thereof; and

23 (C) At the insurer's request, the insured or the legal representative of the insured makes avail-
24 able for inspection the vehicle the insured was occupying at the time of the accident.

25 (c) "Insured," when unqualified and when applied to uninsured motorist coverage, means:

26 (A) The named insured as stated in the policy and any person designated as named insured in
27 the schedule and, while residents of the same household, the spouse of any named insured and rel-
28 atives of either, provided that neither the relative nor the spouse is the owner of a vehicle not de-
29 scribed in the policy and that, if the named insured as stated in the policy is other than an
30 individual or spouses in a marriage who are residents of the same household, the named insured
31 shall be only a person so designated in the schedule;

32 (B) Any child residing in the household of the named insured if the insured has performed the
33 duties of a parent to the child by rearing the child as the insured's own although the child is not
34 related to the insured by blood, marriage or adoption; and

35 (C) Any other person while occupying an insured vehicle, provided the actual use thereof is with
36 the permission of the named insured.

37 (d) "Insured vehicle," except as provided in paragraph (e) of this provision, means:

38 (A) The vehicle described in the policy or a newly acquired or substitute vehicle, as each of
39 those terms is defined in the public liability coverage of the policy, insured under the public liability
40 provisions of the policy; or

41 (B) A nonowned vehicle operated by the named insured or spouse if a resident of the same
42 household, provided that the actual use thereof is with the permission of the owner of the vehicle
43 and the vehicle is not owned by nor furnished for the regular or frequent use of the insured or any
44 member of the same household.

45 (e) "Insured vehicle" does not include a trailer of any type unless the trailer is a described ve-

1 hicle in the policy.

2 (f) "Occupying" means in or upon or entering into or alighting from.

3 (g) "Phantom vehicle" means a vehicle that causes bodily injury to an insured arising out of a
4 motor vehicle accident that is caused by a vehicle that has no physical contact with the insured or
5 the vehicle the insured is occupying at the time of the accident, provided:

6 (A) The identity of either the operator or the owner of the phantom vehicle cannot be ascer-
7 tained;

8 (B) The facts of the accident can be corroborated by competent evidence other than the testi-
9 mony of the insured or any person having an uninsured motorist claim resulting from the accident;
10 and

11 (C) The insured or someone on behalf of the insured reported the accident within [72] **120** hours
12 to a police, peace or judicial officer, to the Department of Transportation or to the equivalent de-
13 partment in the state where the accident occurred, and filed with the insurer within 30 days there-
14 after a statement under oath that the insured or the legal representative of the insured has a cause
15 or causes of action arising out of the accident for damages against a person or persons whose
16 identities are unascertainable, and setting forth the facts in support thereof.

17 (h) "State" includes the District of Columbia, a territory or possession of the United States and
18 a province of Canada.

19 (i) "Stolen vehicle" means an insured vehicle that causes bodily injury to the insured arising
20 out of a motor vehicle accident if:

21 (A) The vehicle is operated without the consent of the insured;

22 (B) The operator of the vehicle does not have collectible motor vehicle bodily injury liability
23 insurance;

24 (C) The insured or someone on behalf of the insured reported the accident within [72] **120** hours
25 to a police, peace or judicial officer or to the equivalent department in the state where the accident
26 occurred; and

27 (D) The insured or someone on behalf of the insured cooperates with the appropriate law
28 enforcement agency in the prosecution of the theft of the vehicle.

29 (j) "Sums that the insured or the heirs or legal representative of the insured is legally entitled
30 to recover as damages" means the amount of damages that:

31 (A) A claimant could have recovered in a civil action from the owner or operator at the time
32 of the injury after determination of fault or comparative fault and resolution of any applicable de-
33 fenses;

34 (B) Are calculated without regard to the tort claims limitations of ORS 30.260 to 30.300; and

35 (C) Are no larger than benefits payable under the terms of the policy as provided in subsection
36 (7) of this section.

37 (k) "Uninsured vehicle," except as provided in paragraph (L) of this provision, means:

38 (A) A vehicle with respect to the ownership, maintenance or use of which there is no collectible
39 motor vehicle bodily injury liability insurance, in at least the amounts or limits prescribed for bodily
40 injury or death under ORS 806.070 applicable at the time of the accident with respect to any person
41 or organization legally responsible for the use of the vehicle, or with respect to which there is
42 collectible bodily injury liability insurance applicable at the time of the accident but the insurance
43 company writing the insurance denies coverage or the company writing the insurance becomes vol-
44 untarily or involuntarily declared bankrupt or for which a receiver is appointed or becomes insol-
45 vent. It shall be a disputable presumption that a vehicle is uninsured in the event the insured and

1 the insurer, after reasonable efforts, fail to discover within 90 days from the date of the accident,
 2 the existence of a valid and collectible motor vehicle bodily injury liability insurance applicable at
 3 the time of the accident.

4 (B) A hit-and-run vehicle.

5 (C) A phantom vehicle.

6 (D) A stolen vehicle.

7 (E) A vehicle that is owned or operated by a self-insurer:

8 (i) That is not in compliance with ORS 806.130 (1)(c); or

9 (ii) That provides recovery to an insured in an amount that is less than the sums that the in-
 10 sured or the heirs or legal representative of the insured is legally entitled to recover as damages
 11 for bodily injury or death that is caused by accident and that arises out of owning, maintaining or
 12 using an uninsured vehicle.

13 (L) "Uninsured vehicle" does not include:

14 (A) An insured vehicle, unless the vehicle is a stolen vehicle;

15 (B) Except as provided in paragraph (k)(E) of this subsection, a vehicle that is owned or oper-
 16 ated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor
 17 carrier law or any similar law;

18 (C) A vehicle that is owned by the United States of America, Canada, a state, a political sub-
 19 division of any such government or an agency of any such government;

20 (D) A land motor vehicle or trailer, if operated on rails or crawler-treads or while located for
 21 use as a residence or premises and not as a vehicle;

22 (E) A farm-type tractor or equipment designed for use principally off public roads, except while
 23 actually upon public roads; or

24 (F) A vehicle owned by or furnished for the regular or frequent use of the insured or any
 25 member of the household of the insured.

26 (m) "Vehicle" means every device in, upon or by which any person or property is or may be
 27 transported or drawn upon a public highway, but does not include devices moved by human power
 28 or used exclusively upon stationary rails or tracks.

29 (3) This coverage applies only to accidents that occur on and after the effective date of the
 30 policy, during the policy period and within the United States of America, its territories or pos-
 31 sessions, or Canada.

32 (4)(a) This coverage does not apply to bodily injury of an insured with respect to which the in-
 33 sured or the legal representative of the insured shall, without the written consent of the insurer,
 34 make any settlement with or prosecute to judgment any action against any person or organization
 35 who may be legally liable therefor.

36 (b) This coverage does not apply to bodily injury to an insured while occupying a vehicle, other
 37 than an insured vehicle, owned by, or furnished for the regular use of, the named insured or any
 38 relative resident in the same household, or through being struck by the vehicle.

39 (c) This coverage does not apply so as to inure directly or indirectly to the benefit of any
 40 workers' compensation carrier, any person or organization qualifying as a self-insurer under any
 41 workers' compensation or disability benefits law or any similar law or the State Accident Insurance
 42 Fund Corporation.

43 (d) This coverage does not apply with respect to underinsured motorist benefits unless:

44 (A) The limits of liability under any bodily injury liability insurance applicable at the time of
 45 the accident regarding the injured person have been exhausted by payment of judgments or settle-

1 ments to the injured person or other injured persons;

2 (B) The described limits have been offered in settlement, the insurer has refused consent under
3 paragraph (a) of this subsection and the insured protects the insurer's right of subrogation to the
4 claim against the tortfeasor;

5 (C) The insured gives credit to the insurer for the unrealized portion of the described liability
6 limits as if the full limits had been received if less than the described limits have been offered in
7 settlement, and the insurer has consented under paragraph (a) of this subsection; or

8 (D) The insured gives credit to the insurer for the unrealized portion of the described liability
9 limits as if the full limits had been received if less than the described limits have been offered in
10 settlement and, if the insurer has refused consent under paragraph (a) of this subsection, the insured
11 protects the insurer's right of subrogation to the claim against the tortfeasor.

12 (e) When seeking consent under paragraph (a) or (d) of this subsection, the insured shall allow
13 the insurer a reasonable time in which to collect and evaluate information related to consent to the
14 proposed offer of settlement. The insured shall provide promptly to the insurer any information that
15 is reasonably requested by the insurer and that is within the custody and control of the insured.
16 Consent will be presumed to be given if the insurer does not respond within a reasonable time. For
17 purposes of this paragraph, a "reasonable time" is no more than 30 days from the insurer's receipt
18 of a written request for consent, unless the insured and the insurer agree otherwise.

19 (5)(a) As soon as practicable, the insured or other person making claim shall give to the insurer
20 written proof of claim, under oath if required, including full particulars of the nature and extent of
21 the injuries, treatment and other details entering into the determination of the amount payable
22 hereunder. The insured and every other person making claim hereunder shall submit to examinations
23 under oath by any person named by the insurer and subscribe the same, as often as may reasonably
24 be required. Proof of claim shall be made upon forms furnished by the insurer unless the insurer fails
25 to furnish the forms within 15 days after receiving notice of claim.

26 (b) Upon reasonable request of and at the expense of the insurer, the injured person shall submit
27 to physical examinations by physicians, naturopathic physicians, physician assistants or nurse
28 practitioners selected by the insurer and shall, upon each request from the insurer, execute au-
29 thorization to enable the insurer to obtain medical reports and copies of records.

30 (6) If, before the insurer makes payment of loss hereunder, the insured or the legal represen-
31 tative of the insured institutes any legal action for bodily injury against any person or organization
32 legally responsible for the use of a vehicle involved in the accident, a copy of the summons and
33 complaint or other process served in connection with the legal action shall be forwarded imme-
34 diately to the insurer by the insured or the legal representative of the insured.

35 (7)(a) The limit of liability stated in the declarations as applicable to "each person" is the limit
36 of the insurer's liability for all damages because of bodily injury sustained by one person as the
37 result of any one accident and, subject to the above provision respecting each person, the limit of
38 liability stated in the declarations as applicable to "each accident" is the total limit of the
39 company's liability for all damages because of bodily injury sustained by two or more persons as the
40 result of any one accident.

41 (b) Any amount payable under the terms of this coverage because of bodily injury sustained in
42 an accident by a person who is an insured under this coverage shall be reduced by the amount paid
43 and the present value of all amounts payable on account of the bodily injury under any workers'
44 compensation law, disability benefits law or any similar law.

45 (c) Any amount payable under the terms of this coverage because of bodily injury sustained in

1 an accident by a person who is an insured under this coverage shall be reduced by the credit given
2 to the insurer pursuant to subsection (4)(d)(C) or (D) of this section.

3 (d) The amount payable under the terms of this coverage may not be reduced by the amount of
4 liability proceeds offered, described in subsection (4)(d)(B) or (D) of this section, that has not been
5 paid to the injured person. If liability proceeds have been offered and not paid, the amount payable
6 under the terms of the coverage shall include the amount of liability limits offered but not accepted
7 due to the insurer's refusal to consent. The insured shall cooperate so as to permit the insurer to
8 proceed by subrogation or assignment to prosecute the claim against the uninsured motorist.

9 (8) No action shall lie against the insurer unless, as a condition precedent thereto, the insured
10 or the legal representative of the insured has fully complied with all the terms of this policy.

11 (9)(a) With respect to bodily injury to an insured:

12 (A) While occupying a vehicle owned by a named insured under this coverage, the insurance
13 under this coverage is primary.

14 (B) While occupying a vehicle not owned by a named insured under this coverage, the insurance
15 under this coverage shall apply only as excess insurance over any primary insurance available to
16 the occupant that is similar to this coverage, and this excess insurance coverage shall then apply
17 only to the sums that the insured or the heirs or legal representative of the insured is legally enti-
18 tled to recover as damages for bodily injury or death that is caused by accident and that arises out
19 of owning, maintaining or using an uninsured vehicle.

20 (b) With respect to bodily injury to an insured while occupying any motor vehicle used as a
21 public or livery conveyance, the insurance under this coverage shall apply only as excess insurance
22 over any other insurance available to the insured that is similar to this coverage, and this excess
23 insurance coverage shall then apply only to the amount by which the applicable limit of liability of
24 this coverage exceeds the sum of the applicable limits of liability of all other insurance.

25 (10) If any person making claim hereunder and the insurer do not agree that the person is le-
26 gally entitled to recover damages from the owner or operator of an uninsured vehicle because of
27 bodily injury to the insured, or do not agree as to the amount of payment that may be owing under
28 this coverage, then, in the event the insured and the insurer elect by mutual agreement at the time
29 of the dispute to settle the matter by arbitration, the arbitration shall take place as described in
30 ORS 742.505. Any judgment upon the award rendered by the arbitrators may be entered in any court
31 having jurisdiction thereof, provided, however, that the costs to the insured of the arbitration pro-
32 ceeding do not exceed \$100 and that all other costs of arbitration are borne by the insurer.
33 "Costs" as used in this provision does not include attorney fees or expenses incurred in the pro-
34 duction of evidence or witnesses or the making of transcripts of the arbitration proceedings. The
35 person and the insurer each agree to consider themselves bound and to be bound by any award made
36 by the arbitrators pursuant to this coverage in the event of such election. At the election of the
37 insured, the arbitration shall be held:

38 (a) In the county and state of residence of the insured;

39 (b) In the county and state where the insured's cause of action against the uninsured motorist
40 arose; or

41 (c) At any other place mutually agreed upon by the insured and the insurer.

42 (11) In the event of payment to any person under this coverage:

43 (a) The insurer shall be entitled to the extent of the payment to the proceeds of any settlement
44 or judgment that may result from the exercise of any rights of recovery of the person against any
45 uninsured motorist legally responsible for the bodily injury because of which payment is made;

1 (b) The person shall hold in trust for the benefit of the insurer all rights of recovery that the
 2 person shall have against such other uninsured person or organization because of the damages that
 3 are the subject of claim made under this coverage, but only to the extent that the claim is made or
 4 paid herein;

5 (c) If the insured is injured by the joint or concurrent act or acts of two or more persons, one
 6 or more of whom is uninsured, the insured shall have the election to receive from the insurer any
 7 payment to which the insured would be entitled under this coverage by reason of the act or acts
 8 of the uninsured motorist, or the insured may, with the written consent of the insurer, proceed with
 9 legal action against any or all persons claimed to be liable to the insured for the injuries. If the
 10 insured elects to receive payment from the insurer under this coverage, then the insured shall hold
 11 in trust for the benefit of the insurer all rights of recovery the insured shall have against any other
 12 person, firm or organization because of the damages that are the subject of claim made under this
 13 coverage, but only to the extent of the actual payment made by the insurer;

14 (d) The person shall do whatever is proper to secure and shall do nothing after loss to prejudice
 15 such rights;

16 (e) If requested in writing by the insurer, the person shall take, through any representative not
 17 in conflict in interest with the person, designated by the insurer, such action as may be necessary
 18 or appropriate to recover payment as damages from such other uninsured person or organization,
 19 such action to be taken in the name of the person, but only to the extent of the payment made
 20 hereunder. In the event of a recovery, the insurer shall be reimbursed out of the recovery for ex-
 21 penses, costs and attorney fees incurred by the insurer in connection therewith; and

22 (f) The person shall execute and deliver to the insurer any instruments and papers as may be
 23 appropriate to secure the rights and obligations of the person and the insurer established by this
 24 provision.

25 (12)(a) The parties to this coverage agree that no cause of action shall accrue to the insured
 26 under this coverage unless within two years from the date of the accident:

27 (A) Agreement as to the amount due under the policy has been concluded;

28 (B) The insured or the insurer has formally instituted arbitration proceedings;

29 (C) The insured has filed an action against the insurer; or

30 (D) Suit for bodily injury has been filed against the uninsured motorist and, within two years
 31 from the date of settlement or final judgment against the uninsured motorist, the insured has
 32 formally instituted arbitration proceedings or filed an action against the insurer.

33 (b) For purposes of this subsection:

34 (A) "Date of settlement" means the date on which a written settlement agreement or release is
 35 signed by an insured or, in the absence of these documents, the date on which the insured or the
 36 attorney for the insured receives payment of any sum required by the settlement agreement. An
 37 advance payment as defined in ORS 31.550 shall not be deemed a payment of a settlement for pur-
 38 poses of the time limitation in this subsection.

39 (B) "Final judgment" means a judgment that has become final by lapse of time for appeal or by
 40 entry in an appellate court of an appellate judgment.

41 **SECTION 5.** ORS 742.508 is amended to read:

42 742.508. As used in this section and ORS 742.510:

43 (1) "Covered motor vehicle" means a private passenger motor vehicle or a self-propelled mobile
 44 home that is owned by the named insured for which a premium has been paid for coverage under
 45 this section and ORS 742.510.

1 (2) "Insured vehicle" means a motor vehicle described in the declarations for which a specific
2 premium charge indicates that underinsured motorists coverage is afforded but the term "insured
3 vehicle" shall not include a vehicle while used as a public or livery conveyance.

4 (3) "Private passenger motor vehicle" means a four-wheel passenger or station wagon type motor
5 vehicle not more than 12 years old and not used as a public or livery conveyance, and includes any
6 other four-wheel motor vehicle of the utility, pickup body, sedan delivery or panel truck type not
7 used for wholesale or retail delivery.

8 (4)(a) "Uninsured vehicle" means:

9 (A) A vehicle with respect to the ownership, maintenance or use of which there is no collectible
10 property damage insurance, in at least the amounts or limits prescribed under ORS 806.070 (2)(c)
11 applicable at the time of the accident with respect to any person or organization legally responsible
12 for the use of such vehicle, or with respect to which there is such collectible insurance applicable
13 at the time of the accident but the insurance company writing the same denies coverage thereunder
14 or, within two years of the date of the accident, such company writing the same becomes voluntarily
15 or involuntarily declared bankrupt or for which a receiver is appointed or becomes insolvent. It
16 shall be a disputable presumption that a vehicle is uninsured in the event the insured and the
17 insurer, after reasonable efforts, fail to discover within 90 days from the date of the accident, the
18 existence of valid and collectible property damage insurance applicable at the time of the accident.

19 (B) A hit-and-run vehicle as defined in subsection (5) of this section.

20 (C) A phantom vehicle as defined in subsection (5) of this section.

21 (b) As used in this section and ORS 742.510, "uninsured vehicle" does not include:

22 (A) An insured vehicle;

23 (B) A vehicle which is owned or operated by a self-insurer within the meaning of any motor
24 vehicle financial responsibility law, motor carrier law or any similar law;

25 (C) A vehicle which is owned by the United States of America, Canada, a state, a political
26 subdivision of any such government or an agency of any of the foregoing;

27 (D) A land motor vehicle or trailer, if operated on rails or crawler-treads or while located for
28 use as a residence or premises and not as a vehicle;

29 (E) A farm-type tractor or equipment designed for use principally off public roads, except while
30 actually upon public roads; or

31 (F) A vehicle owned by or furnished for the regular or frequent use of the insured or any
32 member of the household of the insured.

33 (5) As used in this section:

34 (a) "Hit-and-run vehicle" means a vehicle that causes damage to the covered vehicle of an in-
35 sured arising out of physical contact between the vehicles, provided:

36 (A) There cannot be ascertained the identity of either the operator or the owner of such hit-
37 and-run vehicle;

38 (B) The insured or someone on behalf of the insured reports the accident within [72] **120** hours
39 to a police, peace or judicial officer, to the Department of Transportation or to the equivalent de-
40 partment in the state where the accident occurred, and files with the insurer within 30 days there-
41 after a statement under oath that the insured or the legal representative of the insured has a cause
42 or causes of action arising out of such accident for damages against a person or persons whose
43 identity is unascertainable, and setting forth the facts in support thereof; and

44 (C) At the insurer's request, the insured or the legal representative of the insured makes avail-
45 able for inspection the vehicle which was insured at the time of the accident.

1 (b) "Phantom vehicle" means a vehicle that causes damage to the covered vehicle of an insured,
2 although there is no physical contact between the vehicles, provided:

3 (A) There cannot be ascertained the identity of either the operator or the owner of such phan-
4 tom vehicle;

5 (B) The facts of such accident can be corroborated by competent evidence other than the testi-
6 mony of the insured or any passenger in the insured motor vehicle; and

7 (C) The insured or someone on behalf of the insured shall have reported the accident within
8 [72] **120** hours to a police, peace or judicial officer, to the Department of Transportation or to the
9 equivalent department in the state where the accident occurred, and shall have filed with the
10 insurer within 30 days thereafter a statement under oath that the insured or the legal representative
11 of the insured has a cause or causes of action arising out of such accident for damages against a
12 person or persons whose identity is unascertainable, and setting forth the facts in support thereof.

13 **SECTION 6. The amendments to ORS 742.504, 742.508, 811.720, 811.725 and 811.745 by**
14 **sections 1 to 5 of this 2022 Act apply to vehicle accidents occurring on or after the effective**
15 **date of this 2022 Act.**

16 _____