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JEROME KINSEY *v.* PACIFIC EMPLOYERS INSURANCE COMPANY
(SC 17182)

Borden, Norcott, Palmer, Vertefeuille and Zarella, Js.

Argued January 7, 2005—officially released March 7, 2006

Philip T. Newbury, Jr., with whom, on the brief, was *Martha A. Shaw*, for the appellant (defendant).

Alan Scott Pickel, for the appellee (plaintiff).

Opinion

PALMER, J. The defendant, Pacific Employers Insurance Company, appeals from the judgment of the trial court confirming an arbitration decision in favor of the plaintiff, Jerome Kinsey. This case arises out of an automobile accident in which the plaintiff, who was operating a vehicle owned by his employer and insured under a commercial fleet automobile insurance policy issued by the defendant, sustained injuries that were caused by an underinsured motorist. The sole issue in this appeal is whether the trial court properly concluded that a written request by the plaintiff's employer for a reduction in uninsured and underinsured motorist coverage under its commercial fleet policy was ineffective because certain language in the informed consent form in which the request was made was not in twelve-point type as required by General Statutes § 38a-336 (a) (2).[1] We conclude that the trial court improperly determined that the written request for a reduction in uninsured and underinsured motorist coverage was ineffective and, therefore, reverse the judgment of the trial court.

The relevant facts and procedural history are undisputed. On or about November 21, 2000, the plaintiff was injured when the vehicle that he was driving in Ardsley, New York, was struck by an automobile driven by Oscar Rosas. The vehicle operated by the plaintiff was owned by his employer, Friedkin Companies, Inc. (Friedkin), a corporation with over 2700 employees, and was insured under a commercial fleet automobile insurance policy issued to Friedkin by the defendant. More than 1000 vehicles were covered under the policy.[2] The vehicle operated by Rosas was insured under an automobile insurance policy with liability limits of $30,000.

After exhausting the liability limits of Rosas' policy, the plaintiff asserted a claim for underinsured motorist benefits under Friedkin's policy, which provided liability coverage of $1 million. The plaintiff maintained that, because, under General Statutes § 38a-336 (a) (2), ''each automobile liability insurance policy . . . 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,'' he was entitled to underinsured motorist coverage up to the limit of $1 million. The defendant disagreed, claiming that the total amount of underinsured motorist coverage available under Friedkin's policy was $40,000, less any amount that the plaintiff had recovered under Rosas' policy. The defendant predicated its claim on the fact that, prior to the date of the accident in which the plaintiff was injured, Friedkin had submitted to the defendant an ''Informed Consent Form,'' signed by Mary E. Isbell, Friedkin's vice president of risk, requesting that its unin-

sured and underinsured motorist coverage limit be reduced to $40,000. Although acknowledging that Friedkin had submitted a request for a reduction in coverage, the plaintiff maintained that the request was ineffective because the informed consent form in which Friedkin had made the request did not comply with § 38a-336 (a) (2). In particular, § 38a-336 (a) (2) requires the inclusion of certain language, in the form of a heading in twelve-point type, on the informed consent form;[3] it is undisputed that the form that Friedkin had submitted contained the required language, albeit in eight-point type rather than twelve-point type.[4]

The plaintiff commenced an action in the Superior Court seeking to compel the defendant to proceed with arbitration of the parties' coverage dispute in accordance with the terms of Friedkin's policy. The parties subsequently agreed to submit the dispute for resolution by a single arbitrator. The unrestricted arbitration submission provided that ''the [a]rbitrator shall determine whether the informed consent form is in accordance with the requirements of . . . § 38a-336 (a) (2) and determine the applicable amount of [u]nderinsured [m]otorist [c]overage available to [the] [p]laintiff pursuant to [Friedkin's] policy . . . . After [this] determination . . . a second hearing will be had, if necessary, concerning damages and the award of underinsured motorist benefits to the plaintiff . . . .'' The arbitrator thereafter rendered a decision in which he concluded that ''the informed consent form [in which Friedkin had made its request for a reduction in uninsured and underinsured motorist coverage] fails to comply with the statutory requirements of [§ 38a-336 (a) (2)] in that the typeface of the required [heading] is not in twelve . . . point type.'' The arbitrator further concluded that Friedkin's ''election for lower [uninsured and underinsured motorist coverage] . . . is invalid and the applicable . . . underinsured motorist coverage is [$1 million] less applicable set offs.''

Thereafter, the defendant filed a motion to vacate the arbitrator's decision. The defendant claimed that, under the circumstances, strict compliance with the typeface requirement of § 38a-336 (a) (2) was neither necessary nor appropriate because that requirement was intended to benefit individual consumers rather than sophisticated corporate entities such as Friedkin, which is insured under a commercial fleet automobile insurance policy. The trial court rejected the defendant's contention, denied the defendant's motion to vacate and rendered judgment confirming the arbitrator's decision. The defendant appealed from the judgment of the trial court to the Appellate Court, and we transferred the appeal to this court pursuant to General Statutes § 51-199 (c) and Practice Book § 65-1.[5]

This case presents an issue of statutory construction, and, therefore, our review is plenary. E.g., *Wiseman* v.

Armstrong, 269 Conn. 802, 809, 850 A.2d 114 (2004). "When construing a statute, [o]ur fundamental objective is to ascertain and give effect to the apparent intent of the legislature. . . . In other words, we seek to determine, in a reasoned manner, the meaning of the statutory language as applied to the facts of [the] case, including the question of whether the language actually does apply. . . . In seeking to determine that meaning, General Statutes § 1-2z[6] directs us first to consider the text of the statute itself and its relationship to other statutes. If, after examining such text and considering such relationship, the meaning of such text is plain and unambiguous and does not yield absurd or unworkable results, extratextual evidence of the meaning of the statute shall not be considered. . . . When a statute is not plain and unambiguous, we also look for interpretive guidance to the legislative history and circumstances surrounding its enactment, to the legislative policy it was designed to implement, and to its relationship to existing legislation and common law principles governing the same general subject matter . . . ."[7] (Citation omitted; internal quotation marks omitted.) *Cogan* v. *Chase Manhattan Auto Financial Corp.*, 276 Conn. 1, 7, 882 A.2d 597 (2005).

Thus, in accordance with § 1-2z, we begin our analysis with the text of General Statutes § 38a-336 (a) (2), which provides in relevant part: "[E]ach automobile liability insurance policy issued or renewed on and after January 1, 1994, 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. . . . 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 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 ADVISER.' "

In light of the dictates of § 1-2z, we first must determine whether, as the trial court concluded, the twelve-point type requirement of § 38a-336 (a) (2) is plain and unambiguous. We agree with the defendant that it is not.

It is true, of course, that the text of § 38a-336 (a) (2) provides that a reduction in uninsured and underinsured motorist coverage shall be made in writing by the named insured and, further, that the named insured shall sign an informed consent form that includes a

heading, containing certain specified cautionary language, in twelve-point type. It also is true that, on its face, § 38a-336 (a) (2) contains no exceptions to the heading requirement, including the requirement that the heading be in twelve-point type.

As the defendant notes, however, the heading's statutorily mandated language warns an insured who may elect to purchase a reduced amount of uninsured and underinsured motorist coverage that, ''you are also choosing not to purchase certain valuable coverage which protects you *and your family*.'' (Emphasis added; internal quotation marks omitted.) General Statutes § 38a-336 (a) (2). The required heading further provides that, ''[i]f you are uncertain about how this decision will affect you, *you should get advice from your insurance agent or another qualified adviser*.'' (Emphasis added; internal quotation marks omitted.) General Statutes § 38a-336 (a) (2). Because commercial fleet policies generally are purchased by commercial entities, like Friedkin, that do not have families; see, e.g., *Ceci* v. *National Indemnity Co.*, 225 Conn. 165, 174–75, 622 A.2d 545 (1993); and because such corporate entities ordinarily have departments that specialize in legal and insurance matters; *Frantz* v. *United States Fleet Leasing, Inc.*, 245 Conn. 727, 739, 714 A.2d 1222 (1998); the wording of the heading strongly suggests that its cautionary language was designed to protect individual consumers of insurance and not corporations insured under commercial fleet policies. In view of that language, we cannot determine from the text of the statute itself whether the legislature intended the heading and typeface requirements to be strictly applied to commercial fleet policyholders in addition to noncorporate, individual policyholders. Cf. *Hansen* v. *Ohio Casualty Ins. Co.*, 239 Conn. 537, 543–47, 687 A.2d 1262 (1996) (noting ambiguity inherent in ''family member'' clause of uninsured motorist endorsement appended to corporate automobile insurance policy); *Ceci* v. *National Indemnity Co.*, supra, 174–76 (same). Under § 1-2z, we are precluded from considering extratextual evidence of the meaning of a statute *only* when the meaning of the text of that statute is plain and unambiguous, that is, ''the meaning that is so strongly indicated or suggested by the [statutory] language as applied to the facts of the case . . . that, when the language is read as so applied, it appears to be *the* meaning and appears to preclude any other likely meaning.'' (Emphasis in original.) *State* v. *Courchesne*, 262 Conn. 537, 573 n.30, 816 A.2d 562 (2003). Because the language of the heading gives rise to an ambiguity as to whether the typeface requirement must be strictly enforced in the context of a commercial fleet policy, we are free to turn to extratextual evidence of the meaning of the statute as applied to such policies.

Before considering that relevant extratextual evidence, we briefly review the legislative genealogy of

§ 38a-336 (a) (2). Prior to 1967, when the legislature enacted General Statutes § 38-175c, which is now codified at § 38a-336, uninsured motorist coverage, although available, was not required, and coverage was limited to the amount requested by the insured. E.g., *Piersa* v. *Phoenix Ins. Co.*, 273 Conn. 519, 537, 871 A.2d 992 (2005). In 1967, the legislature required insurers to provide uninsured motorist coverage with minimum limits of coverage specified by statute. Public Acts 1967, No. 510, § 4, codified at General Statutes (Cum. Sup. 1967) § 38-175c. In 1969, the legislature amended § 38-175c to allow, inter alia, an insured to obtain, upon request, uninsured motorist coverage beyond the minimum limits required by law. See Public Acts 1969, No. 202. In 1983, the legislature amended § 38-175c again, this time to require parity of uninsured motorist coverage with the amount of liability coverage purchased by the insured unless the insured submitted a written request for a lesser amount of uninsured motorist coverage. Public Acts 1983, No. 83-461 (P.A. 83-461). In 1991, § 38-175c was transferred to § 38a-336, and, in 1993, the legislature amended § 38a-336 (a) (2) by adding the requirement of the informed consent form, including the cautionary heading in twelve-point type. Public Acts 1993, No. 93-297, § 1 (P.A. 93-297).[8]

The legislative history pertinent to our inquiry dates back to 1983, when, as we have indicated, the legislature required that all automobile insurance policies include uninsured motorist coverage in an amount equal to the liability limits of the insured's policy, unless the insured elected, in writing, to purchase a reduced amount of uninsured motorist coverage. P.A. 83-461. During the limited legislative debate surrounding the 1983 amendment, Senator Wayne A. Baker explained that the purpose of that amendment was to ensure that ''each insured who purchases more than the legally required amount of liability insurance [will] receive the same amount of uninsured motorist coverage. The insured would have an opportunity to waive in writing the additional uninsured motorist coverage. This change would increase the consumer's awareness of the value of low-cost uninsured motorist coverage which protects the insured and his family members.'' 26 S. Proc., Pt. 9, 1983 Sess., p. 3055. Representative Gerald M. Noonan likewise explained that, under the proposed legislation, ''an individual who purchases a liability policy . . . [will] be given coverage in the same amount of the policy rather than automatically receive the minimum coverage.'' 26 H.R. Proc., Pt. 21, 1983 Sess., p. 7437.

We considered the legislative history and purpose of P.A. 83-461 in *Nationwide Mutual Ins. Co.* v. *Pasion*, 219 Conn. 764, 594 A.2d 468 (1991).[9] In *Pasion*, we concluded that both insured spouses were required to sign the written request for a lesser amount of uninsured motorist coverage in order for that request to be valid because ''[t]he apparent intent of the legislature in

adopting sub[division] (2), as evidenced by the legislative history . . . was to assure that consumers purchasing automobile liability insurance would be made aware of the low cost of equal amounts of uninsured coverage by requiring any reduction in that coverage to be in writing. . . . To permit the signature of one named insured to bind other, possibly uninformed, named insureds would circumvent the legislature's intent that the decision to reduce uninsured motorist coverage by consumers be an informed one.'' Id., 770–71; see also *Colonial Penn Ins. Co.* v. *Bryant*, 245 Conn. 710, 725, 714 A.2d 1209 (1998) (''the legislative objective underlying the signature requirement of [the statute is] to promote informed decision-making by purchasers of uninsured motorist coverage'').

Several years later, however, in *Frantz* v. *United States Fleet Leasing, Inc.*, supra, 245 Conn. 738, we declined to extend our holding in *Pasion* to commercial fleet automobile insurance policies.[10] In *Frantz*, United States Fleet Leasing, Inc. (Fleet Leasing) had leased certain vehicles to General Dynamics Corporation (General Dynamics). Id., 730. The lease agreement between Fleet Leasing and General Dynamics required General Dynamics to maintain liability and collision coverage on the leased vehicles, and it did so under a commercial fleet policy issued to General Dynamics by the Insurance Company of North America (insurer). Id. General Dynamics also agreed to designate Fleet Leasing as an additional named insured on the insurance policy. Id. General Dynamics elected and paid for reduced uninsured and underinsured motorist coverage under the policy.[11] Id., 731. Three employees of General Dynamics were traveling in a vehicle that was owned by Fleet Leasing and leased to General Dynamics when they were injured by a tortfeasor who was operating an underinsured vehicle. Id., 730. After exhausting the liability limits of the tortfeasor's policy, the three injured General Dynamics employees commenced actions against Fleet Leasing and the insurer seeking underinsured motorist benefits under the policy that the insurer had issued to General Dynamics. Id., 732–33. Relying on our holding in *Pasion*, the employees claimed that General Dynamics' request for a reduction in uninsured and underinsured motorist coverage was invalid because the informed consent form that General Dynamics submitted had not been signed by Fleet Leasing, a named insured. Id., 733–34.

Drawing on the legislative history upon which we had relied in *Pasion*, we concluded that ''the legislature did not intend to require the written consent of *all* named insureds on a commercial fleet policy as a necessary prerequisite to a reduction in coverage.'' (Emphasis added.) Id., 738–39. In reaching that conclusion, we explained: ''[W]e are not persuaded that requiring Fleet Leasing to provide a written request for a reduction in uninsured [and underinsured] motorist coverage under

the . . . policy would further the legislative goal of ensuring that consumers are informed of the relative cost of this type of insurance. Although a corporation like Fleet Leasing may be considered a 'consumer' of insurance in the broadest sense of that word, we do not believe that a company that, like Fleet Leasing, is covered under a commercial fleet policy . . . falls within the class of consumers that the legislature sought to protect in requiring the signature of all named insureds under § 38a-336 (a) (2).''[12] Id., 739. We observed that Fleet Leasing, like other large corporations covered under commercial fleet policies, had departments specializing in legal and insurance matters, and, therefore, it was very likely that the Fleet Leasing personnel who had negotiated the insurance provisions of Fleet Leasing's lease contract with General Dynamics were fully aware of the ramifications of their decisions concerning the purchase of uninsured and underinsured motorist coverage. Id.

In *McDonald* v. *National Union Fire Ins. Co. of Pittsburgh, PA*, 79 Conn. App. 800, 807, 831 A.2d 310, cert. denied, 266 Conn. 929, 837 A.2d 802 (2003), the Appellate Court adopted our reasoning in *Frantz*. *McDonald* involved a claim that a request by Cumberland Farms, Inc. (Cumberland Farms), for a reduction in uninsured and underinsured motorist coverage was ineffective because the informed consent form that Cumberland Farms had signed seeking the reduction did not contain the premium cost for each of the coverage options available from the insurer as required by § 38a-336 (a) (2) (C).[13] Id., 804. The Appellate Court rejected the claim, concluding that ''[t]he purpose of § 38a-336 (a) (2), including the provision requiring that insurers inform consumers of the premium cost for each of the underinsured [motorist] coverage options available, is to facilitate consumers' decision-making process and to ensure that they give informed consent to reduced coverage. We do not believe that a company such as Cumberland Farms . . . which insures a fleet of vehicles to carry on a large commercial enterprise, falls within the class of consumers that the legislature sought to protect when it mandated the disclosure of premium costs under § 38a-336 (a) (2). Consequently, the fact that the informed consent form . . . did not contain a statement of premium costs does not defeat the election by Cumberland Farms . . . to reduce its underinsured [motorist] coverage limits . . . .'' Id., 807.

We reach the same result in the present case. For the reasons enumerated in *Frantz* and *McDonald*, there is no reason to require strict adherence to the twelve-point type requirement of § 38a-336 (a) (2) in the context of a commercial fleet policy.[14] Friedkin, which had more than 2700 employees and was insured under a commercial fleet policy covering more than 1000 vehicles, is not a member of the class of consumers that the legislature sought to protect when it enacted that

typeface requirement. Indeed, in the arbitration proceeding, Isbell, Friedkin's vice president of risk, who signed the informed consent form on behalf of Friedkin, attested to the fact that when she endorsed the form, she was ''fully cognizant of the availability, relative costs and benefits of uninsured and underinsured motorist coverage as well as the implications of selecting minimum coverage limits,'' and that her endorsement reflected ''a conscious decision,'' on behalf of Friedkin, ''to select uninsured/underinsured motorist limits of $40,000 in Connecticut.'' Under the circumstances, we are unwilling to conclude that Friedkin's request for a reduction in uninsured and underinsured motorist coverage was ineffective even though, contrary to the dictates of § 38a-336 (a) (2), the heading of the informed consent form in which the request appeared was printed in eight-point type rather than twelve-point type.

The judgment is reversed and the case is remanded with direction to render judgment granting the defendant's motion to vacate the arbitration decision.

In this opinion the other justices concurred.

[1] General Statutes § 38a-336 (a) provides: ''(1) 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 who are legally entitled to recover damages from owners or operators of uninsured motor vehicles and underinsured motor vehicles and insured motor vehicles, the insurer of which becomes insolvent prior to payment of such damages, because of bodily injury, including death resulting therefrom. 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 motorist 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. No insurer shall be required to provide uninsured and underinsured motorist coverage to (A) a named insured or relatives residing in his household when occupying, or struck as a pedestrian by, an uninsured or underinsured motor vehicle or a motorcycle that is owned by the named insured, or (B) any insured occupying an uninsured or underinsured motor vehicle or motorcycle that is owned by such insured.

''(2) Notwithstanding any provision of this section to the contrary, each automobile liability insurance policy issued or renewed on and after January 1, 1994, 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 ADVISER.' "

[2] We note that, in addition to Friedkin, four individuals and fifty-nine other business entities were named insureds under the commercial fleet policy that Friedkin had purchased from the defendant. Neither party, however, claims that the existence of those additional insureds has any bearing on the issue raised by this appeal, namely, whether Friedkin's request for a reduction in uninsured and underinsured motorist coverage under that policy was ineffective.

[3] We sometimes refer to this statutorily mandated language as the heading.

[4] The heading was not at the top of the consent form but, rather, at the bottom of that form. The plaintiff, however, raises no issue concerning the location of the heading.

[5] We note, preliminarily, that "[t]he standard of review for arbitration awards is determined by whether the arbitration was compulsory or voluntary. This court recognized the fundamental differences between voluntary and compulsory arbitration in *American Universal Ins. Co.* v. *DelGreco*, 205 Conn. 178, 190–91, 530 A.2d 171 (1987). The court concluded therein that 'whe[n] judicial review of compulsory arbitration proceedings required by [§ 38a-336 (c)] is undertaken . . . the reviewing court must conduct a de novo review of the interpretation and application of the law by the arbitrators. The court is not bound by the limitations contractually placed on the extent of its review as in voluntary arbitration proceedings.' Id., 191. A reviewing court therefore must conduct a de novo review of the arbitrators' decision on coverage issues because such issues are subject to compulsory arbitration. *Quigley-Dodd* v. *General Accident Ins. Co. of America*, 256 Conn. 225, 234, 772 A.2d 577 (2001)." *Travelers Ins. Co.* v. *Pondi-Salik*, 262 Conn. 746, 751–52, 817 A.2d 663 (2003). Thus, contrary to the claim of the plaintiff, who contends that we should defer to the determination of the arbitrator, our review is de novo because the coverage issue that gives rise to this appeal was subject to compulsory arbitration.

[6] General Statutes § 1-2z provides: "The meaning of a statute shall, in the first instance, be ascertained from the text of the statute itself and its relationship to other statutes. If, after examining such text and considering such relationship, the meaning of such text is plain and unambiguous and does not yield absurd or unworkable results, extratextual evidence of the meaning of the statute shall not be considered."

[7] "The legislature enacted [§ 1-2z] in response to our decision in *State* v. *Courchesne*, 262 Conn. 537, 816 A.2d 562 (2003), and we have recognized that this [statutory provision] has legislatively overruled that part of *Courchesne* in which we stated that we would not require a threshold showing of linguistic ambiguity as a precondition to consideration of [extratextual] sources of the meaning of legislative language . . . ." (Internal quotation marks omitted.) *Teresa T.* v. *Ragaglia*, 272 Conn. 734, 742 n.4, 865 A.2d 428 (2005).

[8] Public Act 93-297 made comprehensive changes to the law of automobile insurance, including the elimination of intrapolicy and interpolicy stacking, and no-fault insurance coverage. See P.A. 93-297, §§ 1, 10 through 15, and 28. In addition, P.A. 93-297 amended the statutory scheme to allow an insured to purchase uninsured and underinsured motorist coverage with limits up to two times that of a policy's bodily injury coverage. P.A. 93-297, § 1.

[9] In *Pasion*, we construed a statutory precursor to § 38a-336 (a) (2), namely, General Statutes (Rev. to 1989) § 38-175c (a) (2), which provided in relevant part: "[E]very [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 . . . . 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."

[10] We note that, in 1993, the legislature amended General Statutes (Rev. to 1993) § 38a-336 (a) (2) to provide, inter alia, that a written request for a reduction in uninsured and underinsured motorist coverage is effective as long as the request is signed by "any named insured." Public Acts 1993, No. 93-297, § 1. In *Frantz* v. *United States Fleet Leasing, Inc.*, supra, 245 Conn.

727, however, we construed the 1991 revision of § 38a-336 (a) (2), which, like the 1989 revision of § 38-175c (a) (2); see footnote 9 of this opinion; referred only to "the insured."

[11] Although the lease agreement between Fleet Leasing and General Dynamics was silent with respect to uninsured and underinsured motorist coverage, Fleet Leasing relied on General Dynamics to arrange for such coverage in those jurisdictions, including Connecticut, where it was required. Fleet Leasing also relied on General Dynamics to determine the level of that coverage. *Frantz* v. *United States Fleet Leasing, Inc.*, supra, 245 Conn. 730–31.

[12] We also concluded that strict adherence to the requirement that all named insureds sign the request for a reduction in uninsured and underinsured motorist coverage was both unreasonable and impracticable in the context of a commercial fleet policy because "[i]dentifying all such persons and entities and securing their written consent . . . would [create] formidable administrative burdens . . . that . . . it is most unlikely our legislature intended to impose under § 38a-336 (a) (2)." *Frantz* v. *United States Fleet Leasing, Inc.*, supra, 245 Conn. 740.

[13] The claim was made by an employee of Cumberland Farms who, while operating a vehicle owned by Cumberland Farms, had been injured in an accident that was caused by an underinsured tortfeasor. *McDonald* v. *National Union Fire Ins. Co. of Pittsburgh, PA*, supra, 79 Conn. App. 801–802.

[14] We note that there is nothing in the legislative history of P.A. 93-297 that bears upon the twelve-point heading requirement.