

NATIONAL COUNCIL OF INSURANCE LEGISLATORS
PROPERTY & CASUALTY INSURANCE COMMITTEE
INTERIM COMMITTEE MEETING – JUNE 9, 2025
DRAFT MINUTES

The National Council of Insurance Legislators (NCOIL) Property & Casualty Insurance Committee held an interim meeting via Zoom on Monday, June 9, 2025 at 12:00 P.M. (EST)

Representative Forrest Bennett of Oklahoma, Chair of the Committee, presided.

Other members of the Committee present were:

Sen. Larry Walker (GA)	Rep. Edmond Jordan (LA)
Rep. Rita Mayfield (IL)	Rep. David LeBeouf (MA)
Rep. Matt Lehman (IN)	Rep. Brenda Carter (MI)
Rep. Peggy Mayfield (IN)	Asm. Jake Blumencranz (NY)
Rep. Mike Clines (KY)	Rep. Brian Lampton (OH)
Sen. Donald Douglas (KY)	Sen. George Lang (OH)
Rep. Mike Meredith (KY)	Rep. Jim Dunnigan (UT)
	Del. Walter Hall (WV)

Other legislators present were:

Rep. Sandra Scott (GA)
Rep. Jim Gooch (KY)

Also in attendance were:

Will Melofchik, NCOIL CEO
Anne Kennedy, NCOIL General Counsel
Pat Gilbert, Director of Policy, Administration & Member Services, NCOIL Support Services, LLC

QUORUM

Upon a Motion made by Sen. Larry Walker (GA), Vice Chair of the Committee, and seconded by Del. Walter Hall (WV), the Committee voted without objection by way of a voice vote to waive the quorum requirement.

CONTINUED DISCUSSION ON NCOIL MODEL ACT REGARDING INSURERS' USE OF AERIAL IMAGES

Rep. Bennett thanked everyone for joining the meeting and stated that the purpose of this meeting is to conduct some business before we meet in person in Chicago. Let's start with the Model Act Regarding Insurers' Use of Aerial Images. I know that we've had a lot of conversations about this, and a lot of people have weighed in. So, as we move forward, I and sponsors are hopeful that the model will be ready for a vote when we get to Chicago. But if the model needs more work and folks are still at the table and want to work things out, we'll focus on gaining consensus and having a vote in November. So, before I turn it over to the sponsors, I want to point out that a significant amount of

amendments to the Model were submitted by the National Association of Mutual Insurance Companies (NAMIC) and the American Property Casualty Insurance Association (APCIA) last week, and they were distributed and posted on our website. A response to those proposed amendments by United Policyholders were also distributed over the weekend, and you can view those on the website. I'll now turn things over to the sponsors, Rep. David LaBeouf (MA) and Rep. Brian Lampton (OH).

Rep. LeBeouf thanked everyone for their continued feedback and engagement with the model. I thought we had a really great conversation in Charleston and Rep. Lampton and I really appreciated the thoughtful comments that were brought forward. One of the items that we discussed that was brought up by Nearmap was the appropriate size of photos to make sure that they're accurate. I definitely think that's something to consider. However, I don't believe it should be over specified in statute just because of the fact that technology does change. I do believe there should be some type of drafting note to indicate that that should be examined. Another item raised by insurers was the standard for the repair of work that's done to cure and making sure that the homeowner is proving that the repairs were made and also that they're in compliance with certain standards. That's another great issue to work on. I do want to touch on the additional amendments that we received last week from NAMIC and APCIA. I still have to further review them and discuss them with staff but when I look at them initially, I definitely feel that they take the model in a different direction than what was the intention of our proposal, one that doesn't meet the needs of consumers that brought this about. But I am definitely looking forward to having the discussion and hearing from everyone.

Rep. Lampton stated that I'd like to thank NAMIC and APCIA for their input. I have only had a limited opportunity to review those proposed amendments since I am still in session and battling over a budget that's due soon. I also agree with not specifying photo sizes in statute. Rep. LeBeouf is correct that we don't want to be too specific because technology changes. I think we'll be able to put something together and hopefully be ready for Chicago. I also submitted an amendment to the Model in advance of our Spring Meeting but it was a bit off the beaten path of this Model, because it had to do with privacy issues and both I and Rep. LeBeouf agree that this isn't the Model for that to be addressed so we're just going to let that sit at this point. I hope to continue our great conversations with everyone and come up with something that we can all be satisfied with to move forward with in Chicago.

Joel Laucher, Program Specialist at United Policyholders, thanked the Committee for the opportunity to comment and stated that we do want to emphasize that as insurers adopt new technologies that assist them in underwriting risk and establishing rate differentials, such as using aerial imagery, it's important that consumer protections keep pace to ensure that fairness, objectivity, and a reasonable level of transparency remain in the process. And we believe at United Policyholders that this Model provides consumers with these important protections. But the edits to this Model offered by the insurance industry representatives would actually undermine the protections. I think we all understand that the current property marketplace is a challenging one for industry and consumers alike. As insurers tighten their underwriting restrictions, consumers cross their fingers in hope that the notice they have received in the mail from their insurer is a renewal offer. A notice of non-renewal for a homeowners' policy can lead to a very expensive residual or secondary insurance market. So, it's critically important in today's market that insurers get it right when they determine a non-renewal is warranted and that they rescind that non-renewal if the basis of the non-renewal is determined to be

inaccurate or resolved. The consumer may only have 30, 45, or 60 days to resolve the issue before the expiration date, depending on the state of residence. Accordingly, the notice of non-renewal must provide the consumer clear, timely, and potentially actionable information, and a reasonable opportunity to resolve an underwriting concern, if possible, or to protest the accuracy of that information, if warranted. This is the least that we should expect of this process. The Model, as written, would provide these protections. The industry edits would only serve to complicate the process and impose delays that would run out the clock on the consumer. So, United Policyholders urges you to approve the Model as currently written.

Paul Martin, VP of State Affairs at NAMIC stated that I agree that the market is challenging. I'm not going to rehash our proposed amendments and I appreciate the work of our friends at APCIA to help us to come up with some industry-agreed-upon amendments to this. I do want to share just why this is so relevant. Gallagher Re recently issued a report and stated that through the first quarter of this year, insured losses for severe storms topped \$11 billion. That is the third costliest first quarter for severe storms in U.S. history. For the period from January to April 2025, it was the fifth costliest year for severe storms, ranking only behind 2023, 2011, 2024, and 2020. So, put it another way, four of the five costliest Januarys through April for severe insured losses have occurred since 2020. So aerial imaging is a really important tool to allow us to pay claims quickly, as well as to balance the need to match rate to risk. What we're trying to do here is match the need for consumers to have a clearly defined process with the needs of insurers who are putting tremendous sums of capital at risk in the face of these record losses. What these edits from the industry do is clarify what constitutes a renewal. They improve the verbiage to use industry-specific terms. For example, it changes "property owner" to "named insured" for clarity purposes. It requires insurers to provide information about how policyholders can go about requesting copies of the images at issue, it requires these images to be sufficiently clear and accurate for purposes of whatever the insurance company is using them for, and it reconciles the period of cure with the existing law pertaining to non-renewals. I think it is important to remember that even with our edits, a named insured still has access to the photographs. When a policy is being non-renewed, they still have access to a process to cure and can provide documentation on how they completed that repair work that is necessary, and it still allows policyholders to report errors in images. So, we think with our amendments, it strikes the right balance between what the consumers need and the insurance companies need who are dealing with these losses and putting tremendous amounts of capital at work for the industry.

Hilary Segura, Dep't VP & Counsel of State' Gov't Relations at APCIA, thanked the Committee for the opportunity to speak and stated that I appreciate the sponsors taking a look at our amendments and I appreciate the comments from United Policyholders. APCIA has been working with NAMIC to work on industry amendments. One thing that wasn't in our amendments that I do want to mention before I get into some of the specifics is, it does seem that this is geared more towards homeowners. Even in United Policyholders' comments, that seems to be where the focus is. I would recommend that we make it clear that this isn't geared towards commercial policies, that this is more of a homeowners issue. I just wanted to bring that to the forefront. To address some of the comments that United Policyholders had regarding our amendments such as the date stamped photo requirement. That's going to require integration between the photo application and the compliance system that generates non-renewal notices. The articulation of what steps the property owner can take to reverse the insurer's decision

would convert a semi-automated process into a very manual process, which eliminates any efficiencies to be gained from using aerial images in the first place. To include date-stamped copies of images relied upon for a decision would be operationally challenging and expensive. Proactively sharing photos that show the specific conditions could add significant IT and programming efforts, which ends up increasing costs to all insureds. Currently, the images are provided upon request. Also, providing specific steps that the property owner may take to bring a risk into underwriting compliance would be extremely challenging and expensive. Carriers don't want to be in the position of advising policyholders on repairs or remediation. When we're taking a look at the timeframe, images which provide clarity and accuracy, regardless of age, should be the standards for their use in assisting insurers with their decisions. The preference is for this to be changed to 24 months in order to capture all the cases. For example, some rural areas have less frequent refresh of images.

When we're taking a look at the kind of information that's provided, every insurance company already has an underwriting department and processes to allow consideration for new information. Aerial imagery does not create a need for a separate process or a separate appeal process. This is already currently one in existence. Also, I know United Policyholders had suggested that if our amendments were accepted, they would urge the model to be scrapped. We would also support scrapping the model, as it would place different requirements on insurers that use aerial imagery, compared to carriers that do not utilize the technology. One of the reasons admitted insurers are unable to timely adjust their rates is due to delays in obtaining rate approvals from insurance departments. Insurers need to charge an appropriate rate for the exposure. Most states have existing non-renewal notice and timeliness regulations, and the use of aerial imagery should not somehow bypass those existing laws. A proposed cure period that could be longer or shorter than the notice period is problematic. It limits insurers' underwriting freedoms and would be clumsy to administer. Otherwise, providing policyholders with some time to repair to address a stated issue is acceptable. However, the insurer and the policyholder need to understand that the work needs to meet certain standards that the insurer sets. This is more important than even a fixed time period. A carrier may not want to remain on a risk that cures some, if not all, of the issues that were identified. They should be allowed to make appropriate business decisions within their underwriting guidelines, and curing something noted may be a matter of opinion, and proof submitted may not meet requirements or expectations. Additionally, requiring renewal suggests a shift of the decision-making to the insured rather than the insurer, and that puts the insurers in a very difficult position.

Wes Bissett, Senior Counsel of Gov't Affairs at the Independent Insurance Agents and Brokers of America (IIABA), thanked the Committee for the opportunity to speak and stated that IIABA strongly supports this Model. It's timely. It's necessary. It addresses the regulatory gap that exists today. I hear from agents all the time, including one this morning, about problems arising with the use of aerial images. In this one case that I heard from the agent this morning, his client had been told that there was an issue with his property. The insurer took it upon himself to resolve the issue, and the insurer told him after that, "we're still not renewing you." So, this is a real-world problem that's been covered extensively by the media. Regulators are beginning to act, and there's a need for a uniform statutory approach to it. I'm going to spend most of my time talking about the proposed amendments that you received from a segment of industry and I should be clear, it's not an all P&C industry approach. The agent community certainly doesn't agree with those amendments. I know P&C consumers don't agree with those

amendments and frankly, we were disappointed to see them. We heard in Charleston and San Antonio that there might be technical amendments proposed, but there's nothing technical about the amendments that you received from APCIA and NAMIC.

And some of the amendments cannot be classified other than as poison pill amendments. And Ms. Segura just said that if you scrap the model, that would be okay and I think that's part of the objective here is to either water this model down to the point where it has no effect or meaning or to encourage you to scrap it altogether. So, we would urge you for the most part to disregard those amendments and I'm going to go through some of the real-world effects that those amendments would have, if incorporated. Those amendments would limit the scope of this proposal considerably. So, they would only apply in the case of a non-renewal. So, if an insurer were using aerial images to add roof exclusions or dramatically change and limit and reduce the coverage under a policy, the terms of this model would not apply. They also would recommend that you only apply this model to the narrow case of if an aerial image is used as the sole reason for a non-renewal, which would make it easy for a carrier to evade the requirements of the model proposal. Section 4(A) currently would require insurers to identify the specific conditions that they've seen in the images and the reason for their action. They would just eliminate that requirement altogether. That Section also requires that images be shared proactively and they would flip that and say, "if you're a consumer and you want to see the images, you have to request them." And on one hand, that might seem reasonable, but they're trying to have their cake and eat it too. Their amendments try to narrow the period of time the consumers have to actually implement fixes on the back end. And here at the front end, they're trying to introduce hoops and hurdles that consumers have to jump through that make it harder for you to get that information in the first place. You can't have it both ways. If you're going to have a request requirement, they need a more extended ability to make those fixes. The industry standard when it comes to photos, we heard about this at the last hearing, is 12 months. The insurer trades proposed to double that window to 24 months, and you'd have the use of images that are much more stale.

Section 4(D) of the model, as currently crafted, would ensure that consumers have a period of at least 60 days to address and cure problems that carriers have identified. I think most people would say that's a pretty small window of time. You just heard about a problem that a carrier has. They say you no longer meet underwriting and rating guidelines, and you have 60 days to find a contractor, get the work done, submit it back to the carrier, it's a very narrow window. Some would even say you need more than 60 days. The carrier response is to try to limit that and for some reason tie it to the notice provision, which is just an effort to narrow the period of time that people have to act because there are states that only have a 30-day non-renewal disclosure period, which is, just as an aside, far too short anyway. It should be 60 at a bare minimum, but they're trying to narrow the period of time that consumers have to act. And perhaps most troubling are the proposed revisions to Section 4(E) - that currently says that if you're a property owner, you fix the problem cited by the carrier and you do it within that period of time that's designated in this model, you get renewed. And they do away with that requirement almost altogether. They don't strike through it. They craft it in a way to kind of hide the ball a little bit. They say that if you've done all that work as a customer, you may get an offer of renewal from the carrier, which obviously equally means you may not get an offer of renewal from that same carrier. So, it becomes an empty requirement altogether. If you're a consumer, you might spend thousands of dollars fixing the problems that the insurer cited, but get non-renewed at the end of the day anyway. We

think that most of these amendments should be disregarded. If there are clarifications or true technical amendments that need to be made, we are happy to be part of that conversation. We do think there are some things that could be clarified, but most of these revisions that have been proposed and shared with you today are really just poison pill amendments that would dramatically undermine what I think the intention of the sponsors and the concerns of the agent and consumer community are today.

Sen. Walker stated that I'm an independent insurance agent, and this is a real problem in Georgia, particularly with non-renewals of homeowners and using various means to determine that by the carriers. I think they're just wanting to reduce their overall exposure in Georgia, and they're using this aerial imagery as a reason to do that. I drafted some legislation in Georgia this past session and decided it would be wise to wait on the model coming out of NCOIL, which I hope will get passed at the summer meeting. But my thoughts for Georgia are to make it fixed-wing aircraft only, and to make it be automatically sent to the insured if there's any kind of adverse underwriting decision remotely based on the aerial imagery. It's got to be time stamped - within six months was my thinking, not 12, but I could probably live with 12. But I don't want my consumers and my constituents to have a bunch of drones flying around their neighborhood not knowing what it is. So, I'm okay with using drones after a claim to inspect a roof where the homeowner knows that's what they're doing. I generally agree with the comments made by Mr. Bissett. I just want to put that on the record and let the industry know. Also, we've changed our non-renewal statute on homeowners this past session from 30 days to 60 days, and I would recommend all the states look at doing that. In this market in particular, and with the U.S. mail the way it is, I would suggest everybody go to a 60-day non-renewable minimum on homeowners.

Rep. Bennett asked Sen. Walker if he could extrapolate a bit on the fixed wing requirement and stated that I come from a state where I think a lot of drones in the sky equals target practice for some and I wonder if that was a consideration for you or what motivated the fixed wing only requirement. Sen. Walker stated that the technology is certainly there. I think most carriers are using fixed wing anyway to do this. It's so invasive, I think, with a drone. And we've got statutes already on the books in Georgia regarding privacy and the use of drones over a private residence. And if carriers were to try to do that it might be in conflict with what we've already done. But I just think there's a lot of paranoia and conspiracy theories and legitimate privacy concerns with drones. And I don't think we need the industry using drones to do aerial imagery for underwriting. Now, again, if it's in response to a particular claim and it's limited to a particular property and the property owner is aware that they're going to do that instead of climbing up on the roof, I'm very favorable to that and I think that's a good use of that technology.

Rep. Matt Lehman (IN) stated that I like the Model as currently drafted and I think when you look at what my history at NCOIL has been, these models come out based on what we're seeing in the marketplace and this model is basically a result of what carriers began to do with aerial photography of roofs. They began to non-renew. They gave no way of correcting. Those were hard, fast non-renewals. It just shifted to, "we have to do something about this. That's not good public policy." So as legislators, we're there to make good public policy. I think the model as drafted is good public policy. I do think there's some technical things we can tweak but I want to address a couple of things that have been said. Mr. Martin brought up the amount of losses. I'm not going to argue that. I think we have absolutely seen some of the worst storm damage we've had in years. But we've also had two and a half years of double-digit rate increases so premiums are

going up as well. So, the losses may be increasing, but what are those loss ratios? We've seen a lot of our carriers for the first time begin to hit below 100% combined. So I think you're seeing bigger claims, but you're also seeing more premium coming in as well so we've got to be aware of that. On the personal versus commercial issue, I want to be a little cautious here because I think I want to go look at our underwriting transparency model from a couple of years ago and we're kind of going down the same path. That Model said, "we're going to shift it to the consumers. If consumers want to know they can ask." We went to a little less information than what we were wanting at that time and it's very similar to what I'm seeing here. But also, we left commercial out because they're not doing any of that. Well, now they are and we're seeing a lot more commercial technology algorithms used in underwriting. And so, I think it's not going to be long before they begin to use aerial imagery in commercial properties so I'm not real excited about immediately cutting off that commercial path.

And then I'll say this. I think the reality of this is, from the timing of being able to cure, etc. - in this market we're in right now, if you're going to non-renew me because of my roof, I probably don't have another market, period. Like Sen. Walker said, I'm in the business as well, I don't have a carrier that will take me. My option is the Fair Access to Insurance Requirements (FAIR) plan. So, I'm going to go and triple my premium to have probably less coverage than what I was leaving, even if I make the commitment to fix. In Indiana I called my contractor and I said, "How long until I can put a new roof on?" He said: "90 days until I can get to you." What's the balance here? If I make that commitment, whether it's a down payment on that or something else, why is it that I have to go to the FAIR plan before I can go back into the market? That's not good public policy in my opinion. So, again, I think the way that the draft is now, it's fair. I'm okay with a couple of technical tweaks, and I'll second what Sen. Walker said about the notice of non-renewal period. I think in Indiana, we got ours pushed back to 45 days. It should have been 60, but I think there needs to be some standard in that as well.

Shannon Haar, Deputy General Counsel at Nearmap thanked the Committee for the opportunity to speak and stated I just wanted to share a few points from the Nearmap perspective. We presented at the last meeting in April and I just wanted to reemphasize the points we made, one being with regard to recency. We align with the 12 months as proposed. In fact, as I'm sure many, if not all of us are aware, California is actually looking at a six-month recency requirement, and we're in line to support that as well. So, we affirmatively support sticking with the 12 months and not extending any longer than that. I also want to address questions around our suggestion of adding a 7.5 centimeter resolution requirement. The reason for that is there is a marked difference between, even going to 15 centimeters to 7.5 centimeters. So, it's not necessarily the size, it's about the resolution and the usability of the data that you can obtain from that resolution. Again, we had noted this in our prior presentation, so I just wanted to re-share it and make sure everyone was clear on the reason behind it, and that is it just makes the image more usable. It's fairer when making the assessment to be able to see whether or not there is an issue because when you have that sharper resolution you are able to more quickly and accurately identify what the status of the property is and the underlying characteristics that you may take into consideration when determining if you're going to renew or issue the policy to begin with.

Rep. Bennett thanked everyone for their comments and stated obviously there are further conversations to be had on this and I anticipate between now and the summer

meeting that the sponsors will be fielding a lot of conversations from folks. So, with that, I'll turn things over to the sponsors for closing remarks.

Rep. LeBeouf thanked everyone for the contributions to the conversation. I definitely share the sentiment of many of my colleagues on this committee around moving forward with technical amendments. I think substantively, the Model is in a good space. While I don't want to speak for my colleague, Rep. Lampton, I'm sure we're on a similar page that this should be moved forward in Chicago. I do just want to make a quick clarification comment around the image resolution. I think we're in agreement, Rep. Lampton and I, around a drafting note to indicate a minimum in clarity and size. The hesitation about putting it in statute is what happens if you put something in a statute and the technology changes. As an aside, I'm dealing with a bill to remove the word microfilm from a statute because there's a microfilm shortage and our registry of deeds in Massachusetts are required to put every document on microfilm. And because that word is in the statute, the secretary of state won't allow other types of duplication processes. So, that's why I'm cautious on that. But I think giving guidance for the implementation of the model is definitely within our scope and that's where the drafting notes come in.

Rep. Lampton stated that he had a question for NAMIC and APCIA and that is we know carriers are using the fixed wing aerial images for a multitude of things. For example, in my agency, one of my carriers was using it to identify swimming pools and if we look at the homeowner policy, and we discover that we did not put that liability charge on that policy, yet the image shows that there is a swimming pool, we need to add that surcharge. My question is regarding the images that are purchased or used by the carrier - what percentage of those will then result in a non-renewal in part or in whole due to that? Mr. Martin stated that he did not know the answer. It's going to vary from company to company for a host of reasons. What I will promise to do for you is to visit with our membership and see if we can come up with some number. Ms. Segura stated that I would say the same - I do not have an answer, but I'm happy to see if there are numbers out there that we can provide.

Rep. Bennett stated that I appreciate this whole conversation and this is evidence that the sponsors are willing to listen and that industry is willing to contribute. So between now and Chicago please reach out to the sponsors so that we can move forward with this if it looks like everyone can come to an agreement.

OPPORTUNITY FOR COMMENT/DISCUSSION ON MODEL LAWS SCHEDULED FOR RE-ADOPTION BY THE COMMITTEE AT UPCOMING SUMMER MEETING IN JULY

Rep. Bennett stated that I'll now move to comments and discussions on the model laws that are scheduled for re-adoption by this committee at the meeting in July. Those are: the Storm Chaser Consumer Protection Act, the Model Act Regarding Medicaid Interception of Insurance Payments, the Model Act to Regulate Insurance Requirements for Transportation Network Companies (TNCs), and Transportation Network Drivers, and the Model Act Regarding the Use of Credit Information in Personal Insurance. As a reminder, the NCOIL bylaws state that all Models are scheduled to be considered for re-adoption every five years and if a model is not re-adopted, it sunsets. So, that is the landscape of the conversation that we're having right now, and I want to point out that there will not be votes on these re-adoptions today. This is just an opportunity for us to have comments made and discussions in advance of this meeting in Chicago in July.

*a.) Storm Chaser Consumer Protection Act (Originally Adopted 7/19/15;
Readopted 9/26/20)*

Eric DeCampos, Senior Director of Strategy, Policy & Government Affairs at the National Insurance Crime Bureau (NICB) stated that this Model has provided significant guardrails and consumer protection against storm chasers, where bad actors seek to defraud consumers and insurers alike following catastrophic events through fraudulent activities in connection with an insurance claim. But with a decade having passed since that initial adoption, bad actors and schemes that they commit have evolved over time to continue to threaten consumers and insurers. The model initially focused on predatory roofers, and when I say predatory roofers, of course, I'm only referring to the few bad apples in the otherwise good bunch. And these folks have often been associated with storm chasing. But NICB over the years has seen new, questionable actors emerge across the country from tree removal companies, mold remediators, and debris removal companies, as well as other entities who offer goods and services related to the repair or remediation of a property in connection with an insurance claim, only to turn around and contribute to questionable and outright fraudulent claims. So, ahead of the readoption of the model, NICB will be holding a formal presentation on this issue in greater detail at the summer meeting in Chicago. And we're also currently working with Sen. Walker on some potential amendments to the model to help address these evolving trends and these new bad actors that are emerging and threatening consumers. We look forward to working with stakeholders and we're having some robust conversations right now. We look forward to continuing those discussions to perfect these proposed amendments, which will be shared soon.

Ethan Wilson stated thanked Mr. DeCampos for his comments and for being a good partner on this and stated that on behalf of the Associated Builders and Contractors (ABC), we will be continuing to take a look at some of this. We had a really good call with Mr. DeCampos to figure out where exactly NICB is coming from on this and it makes a ton of sense. And on behalf of ABC, we may have some comments moving into Chicago. We're still running some traps with our members and some of our chapters in the States. So I just want to get on the record that ABC looks forward to working on this with NCOIL moving forward and making it better.

*b.) Model Act to Regulate Insurance Requirements for Transportation Network Companies and Transportation Network Drivers (Originally Adopted 7/19/15;
Readopted 9/26/20)*

On behalf of Uber, Brad Nail stated that It has been 10 years since the model was adopted. It has been adopted in most states in whole and at least in some form in really every state, even those that made some modifications to it. So, I think by any measure, it has been one of the most successful models that NCOIL has promulgated. Now, over the course of a decade, what was then a nascent industry has now matured, and there have been a couple of components of the statutes that have required revision, and we have made those revisions in a handful of the states so far, really over the last two to three years. And we think that those revisions are worth the committee's time and consideration in relation to readoption in order to keep the model current. I know that the summer meeting agenda is pretty full so we're hoping that there's a possibility of a short-term readoption of the model and then scheduling a full discussion of some potential revisions to the model when the time allows for that. And we, of course, will keep in mind that this model was the product of a lot of work between the TNCs and the property and

casualty insurers so we would work with the insurers and work with the committee on any revisions that would be under consideration by the committee.

On behalf of Lyft, Derek Wooley stated that I just want to reiterate some comments made by Mr. Nail. Having worked on this model with this body, NCOIL did a fantastic job of bringing all the participants together. I think that not everybody was happy at the time and that led to a good model that was adopted nearly everywhere. And I think it is prudent to go ahead and readopt the model and look at modernizing it and I'll definitely be working closely with Mr. Nail and the insurers and the committee to make sure that we get something that everyone can live with.

Rep. Bennett thanked everyone and stated I want to reiterate for anybody who is new to NCOIL, the way that this is going to work is in July when we vote on these models, it will be either to re-adopt for five years, sunset, or we can adopt them on a meeting to meeting basis as we are working on them if we feel that there's need for more conversation. So I just want everybody who's engaged on any of these issues to know that it's not going to be a make it or break it decision in July.

c.) Model Act Regarding Medicaid Interception of Insurance Payments (Originally Adopted 11/23/14; Amended Version Adopted 3/1/15; Readopted 9/26/20)

No comments were offered on this Model by legislators or interested parties.

d.) Model Act Regarding Use of Credit Information in Personal Insurance (Originally Adopted 11/22/02; Readopted 11/19/05; Amended 7/12/09; Readopted 11/15/15; Readopted 9/26/20)

Rep. Lehman stated that I want to bring some issues regarding this Model forward and we can have this discussion in Chicago. As we have seen with a handful of carriers with all the technology they have, they have something like 99 tiers they put people in. We had someone recently who had no credit whatsoever and they were put in the 99th tier and their premium went up quite significantly. When we reached out to the carrier, they said "that's our neutral tier." I think we need to have maybe a small discussion when we readopt this model to see if we are clear in our statutes of how do you treat someone with no credit? Because the advice from the carrier was they should probably get a credit card and then create some credit so they get a better tier. That's not proper advice in my opinion so I think we need to have that discussion.

ANY OTHER BUSINESS

Rep. Lehman stated that I know recently there have been some discussions about possibly opening up the Travel Insurance model regarding some technical issues. I think that's an issue I'd like to bring up in Chicago and that could be something we could take care of in a matter of minutes.

ADJOURNMENT

Hearing no further business, upon a Motion made by Rep. Lehman and seconded by Rep. Lampton, the Committee adjourned at 1:00 p.m.