

NATIONAL COUNCIL OF INSURANCE LEGISLATORS
PROPERTY & CASUALTY INSURANCE COMMITTEE
2025 NCOIL ANNUAL MEETING – ATLANTA, GEORGIA
NOVEMBER 15, 2025
DRAFT MINUTES

The National Council of Insurance Legislators (NCOIL) Property & Casualty Insurance Committee met at The Whitley Hotel in Atlanta, Georgia, Saturday, November 15, 2025 at 10:45 a.m.

Georgia Senator Larry Walker, Vice Chair of the Committee, presided.

Other members of the Committee present were:

Sen. Justin Boyd (AR)	Asm. Jarett Gandolfo (NY)
Rep. Matt Lehman (IN)	Asw. Pamela Hunter (NY)
Rep. Michael Meredith (KY)	Sen. Jerry Klein (ND)
Rep. Michael Sarge Pollock (KY)	Rep. Meredith Craig (OH)
Rep. Edmond Jordan (LA)	Rep. Brian Lampton (OH)
Rep. Robert Foley (ME)	Sen. George Lang (OH)
Rep. David LeBoeuf (MA)	Rep. Ellyn Hefner (OK)
Rep. Brenda Carter (MI)	Rep. Carl Anderson (SC)
Rep. Kristian Grant (MI)	Rep. Tom Oliverson, M.D. (TX)
Sen. Lana Theis (MI)	Rep. Jim Dunnigan (UT)
Sen. Paul Utke (MN)	Sen. Mary Felzkowski (WI)
Asm. Erik Dilan (NY)	Del. Walter Hall (WV)

Other legislators present were:

Rep. Carolyn Hall (AK)	Del. Mike Rogers (MD)
Rep. Naquetta Ricks (CO)	Sen. Michael Webber (MI)
Rep. Eddie Lumsden (GA)	Sen. Jeff Howe (MN)
Rep. Elizabeth Wilson (IA)	Rep. Julie Miles (NH)
Rep. Cindy Neighbor (KS)	Sen. Tim McGough (NH)
Rep. Bill Sutton (KS)	Sen. Jeff Barta (ND)
Rep. Sean Tarwater (KS)	Sen. Cale Case (WY)
Rep. Daniel Grossberg (KY)	Rep. Trey Wharton (TX)
Rep. Camille Lilly (IL)	

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 Rep. Brenda Carter (MI) and seconded by Rep. Matt Lehman (IN), the Committee voted without objection by way of a voice vote to waive the quorum requirement.

MINUTES

Upon a Motion made by Rep. Carter (MI) and seconded by Rep. Brian Lampton (OH), the Committee voted without objection by way of a voice vote to adopt the minutes of the July 19, 2025 and September 30, 2025 Committee meetings.

PRESENTATION ON DEVELOPMENTS IN THE AUTONOMOUS VEHICLE MARKETPLACE

Brad Nail, on behalf of Waymo, thanked the committee for the opportunity to speak and stated that Waymo was pleased to be able to offer some demo rides for you here to show the service that is live for consumers here in Atlanta. And we thought it would be helpful for you to give you an overview of Waymo's operations and the future expansion of autonomous vehicles as it starts to come into more markets and you're likely to be addressing some issues in the legislature around that sometime in the future.

Ishtpreet Singh of Waymo thanked the Committee for the opportunity to speak and stated that Waymo actually stands for A Way Forward in Mobility and our mission is to make the road safer and more accessible by building what we call the world's most trusted driver. And the reason for that mission is that our roads have a problem. As you can see up here on the slide, every 26 seconds, someone loses their life on our roads. That's over 1.19 million people worldwide every single year, mostly due to human error. And in the U.S., that's roughly 43,000 people every single year. To put that in perspective, it's essentially a Boeing 737 falling out of the sky every single weekday on the U.S. roads alone. So, just a crazy number, and unfortunately, currently the status quo. Beyond safety, transportation also remains inaccessible to a lot of people, including people with disabilities and seniors who can no longer drive. And that motivated us to found Waymo in 2009 when we started actually as the Google self driving car project. And the reason I mention that history is that I think a lot of people have only recently started to hear and see a lot about autonomous vehicles, but it's something that we've been working on for over a decade and a half. And since then, we've put our technology through what we call the world's longest driver's test, driving hundreds of millions of miles on public roads, billions of miles in simulation, which is very important to train for those edge case scenarios. And we have driven in over 15 states across the U.S. meaning dozens of cities across the globe and that has actually taken us to the point where we are now operating and serving over a quarter million paid rides every single week, in the top five cities listed here - Phoenix, San Francisco, Los Angeles, Austin and Atlanta.

In addition to that, we've already announced 10 additional markets that we have intentions of operating in next year - Miami, D.C., Dallas, Denver, Seattle, Nashville, London, San Diego, Las Vegas, and Detroit. And I do want to take a second to clarify what we mean when we say fully autonomous driving. So, unlike the left side of the screen here, driver assist technologies actually require you to take control during your journey versus Waymo being the driver always. So the automotive industry actually measures autonomy on this five-point scale and as you can see on the screen, at levels one through three, a human must remain behind the wheel, always ready to intervene. And we classify these as merely driver assist systems and not actually true autonomy. Waymo, on the other hand, operates here on the screen at level four, which means true autonomy, where an empty vehicle can pick you up and transport you from door to door while you relax in the backseat. So, the simplest way to understand it is that if you need a driver's license to operate it, it is not autonomous. And we've provided over 10 million fully

autonomous trips, transforming how people move through life and what started as a technological wonder has become something even more valuable. It's a trusted, consistent experience that a lot of our riders now depend on day after day. But rather than take my word for it, I'm happy to show you and let you hear directly from our riders. (Video played)

All that magic that you just saw happens, of course, with a lot of hardware and software working behind the scenes. I think many of you have seen the vehicles and all the sensors that are around it, but I did want to just briefly chat through it. So, our fifth generation Waymo driver, which is the system that makes up our fleet today, uses a combination of 29 cameras, five LiDAR (Light Detection and Ranging) sensors, and six radar panels that work together to build a complete view of our surroundings day or night, rain or shine, 360 degrees up to three football fields away. So, just an incredible amount of perception. And with this comprehensive sensing capability, our AI-enabled software serves as the brain behind the Waymo driver. It simultaneously processes what's happening around the vehicle, anticipates what might happen next, and makes safe, confident decisions to navigate complex environments. Of course, always happening in the blink of an eye. Let's see how this comes together. On the next slide, I will show you actual footage from the Waymo driver of a trip that we took in Austin, where a scooter user unexpectedly entered the road.

So, you can see essentially how the Waymo driver's perception system immediately detected the scooter user, anticipated the next potential action, and the probability of it happening. And then we made a very split-second decision to safely maneuver around them, all at the same time as looking at the vehicles around us, making sure no one was to the left or behind us, everything like that. And of course, it's very striking to see it presented this way, where other people have commented that perhaps a human driver may not have been able to avoid that. So, this is just one of the countless complex scenarios that our vehicles navigate every single day. And the reason that that is the case is that since we drive millions of fully autonomous miles every single week, which is multiple human lifetimes of driving every single week, we encounter those rare events actually pretty frequently. And every single one of those interactions actually helps make the Waymo driver even better through continuous learning, improving road safety for those who choose to ride with us, and actually all the others that we share the street with. So, we've seen a lot of these cases. We have prevented a lot of red light runners from hitting us. You can see images here showing countless examples of the Waymo driver navigating a lot of crazy real-world situations. Safety really is at the core of everything we do at Waymo and that's the thing we're most proud of out of all that operating experience and everything I've shown you thus far is that the data shows that we are already making roads safer, meaning we're reducing injuries and fatalities in those areas in which we operate.

This slide here is showing a study of over 96 million fully autonomous miles driven in the cities that we serve where the Waymo driver has proven to be safer than an average human driver across a range of metrics that you see here on the screen. And these are percentages, but the other way to look at it is that these numbers translate to 11 times fewer serious injury crashes, 5 times fewer crashes with airbag deployment, and 5 times fewer injury-causing crashes. And before you ask, essentially all of the crashes that we are involved with are things like people rear-ending us or hitting us where it's not actually the Waymo driver initiating. And the other thing that we're most proud of as it relates to safety is that we regularly publish insights into our safety performance and our validation methods to empower communities with a deeper

understanding of our safety record and to actually serve as a guide to others in the industry. So, all this data plus much more is available at [Waymo.com/safety](https://waymo.com/safety) and that essentially has allowed a lot of academics and researchers to reconstruct this safety data to see every single incident that we've reported in these over 100 million fully autonomous months driven and really get a true sense of our safety record.

And beyond internal safety data here on the next slide I wanted to share this other compelling set of data that I know may speak a little bit more directly to this room. So, we actually partnered with Swiss Re because we wanted to move beyond the engineering metrics and actually evaluate Waymo from the perspective of actuarial science. So we asked a global reinsurer to provide their independent risk assessment of our technology based on actual payouts. And the previous slide showed all contact events regardless of fault and this study here instead focuses specifically on liability, responsibility, calibrated benchmark. So, we looked for any claim where any adjuster assigned any level of responsibility even just 1% to the Waymo driver. So, even if we were partially at fault it counted against us and as you can see in the stats here, Swiss Re compared our data against a massive baseline of over half a million human claims and the results show a fundamental shift in risk. So, for property damage, for each metric, we saw 7 to 9 times reduction in claims compared to humans. And for bodily injury, we saw a 10 to 12 times reduction. So, to put that in concrete numbers, over the 25 million miles analyzed, a standard human fleet would be expected to generate 26 bodily injury claims and the Waymo driver generated two, which of course is a transformative reduction in severity and frequency. As we like to say, we're already living in the future, and many of you have been able to take rides here in Atlanta, and we're excited to be bringing this technology to more people in more places.

Rep. Daniel Grossberg (KY) stated: I had the good fortune of getting to ride in one of these rides yesterday and it was the experience of a lifetime, and I encourage everyone to do it. You give really compelling testimony as to the reduction in the frequency and the severity of accidents, but I'm curious, what is the process or procedure that takes place in an accident? We all know what happens if you have humans driving the car as you pull over safely, if possible. You call the police. You exchange information. If I'm taking a Waymo, I'm not responsible for the Waymo. Does someone show up? Does someone get on a speaker in the car? What happens with the car, with the accident, with the report, what happens if I have an injury?

Mr. Singh stated that beyond just developing the driver, we have to think about what it takes to run, maintain the fleet, and deal with these kinds of issues. And so, to directly answer your question, let's assume that we were rear-ended and had to navigate that situation. So, what we would do is actually very similar to what you or I would do as a human driver. We would pull over automatically. It's programmed to do that. And if authorities are not already on the scene or not around or not very shortly on the scene, our rider support team will actually be notified, and they will call the authorities and we will at the same time actually dispatch one of our roadside assistance fleets. So, in any of the areas in which we operate, we maintain a large presence for infrastructure, like charging and repairing the vehicles, as well as a ground operations team. So, at the same time, we will send out one of our roadside assistance teams to the scene, but we'll let the authorities lead. And the interaction with the authorities actually on the ground will take place such that the rider, as you're describing, does not need to be responsible for engaging. So, if we do have a passenger in the vehicle, we'll pull over, the windows will roll down, rider support will actually speak with law enforcement over the intercom and be able to exchange any

information necessary there. So of course, all these things we've had to think through in the scale of our operations. And I'd also like to share that we're very proud of the partnership that we have with law enforcement. We've actually trained over 20,000 first responders in all the markets in which we operate to educate them on how to actually engage with these vehicles. There's also a special first responder hotline that any first responder can call. There's a QR code on the vehicle that they can scan if they don't remember the hotline. So, we've thought through a lot of different steps in order to make that process as seamless as possible.

Sen. Paul Utke (MN), NCOIL Vice President, stated it's fully expected that most rides are in cities but can these cars currently go out into the rural freeways and how does it handle that? If somebody needed a ride an hour out of town, are you doing that at this point? Mr. Singh stated that freeways are very high speed and relatively high risk so it's something that we worked on for many years before actually opening it to members of the public just this past week. So up until very recently, we were only doing surface streets, but we actually did just open up freeways after feeling very confident about our capabilities on freeways.

Rep. Camille Lilly (IL) asked for some details on the legislation that was passed in states and if there was any opposition? Mr. Singh stated that over 25 states have legislation on the books that allows for a commercial autonomous vehicle service to operate, and many more are considering it. We're fielding a lot of questions from other states that don't yet have it, but are interested in it. I'd say that the main provisions of the bill aim to establish a baseline. So, a good example is defining actually what a level 4 autonomous system is, meaning the fully autonomous system that I showed on the scale, versus a driver assist technology. There are a lot of definitions to clarify what a fully autonomous system is, which is very helpful so consumers and legislators have a clear sense of what that actually means. There are other things like including law enforcement interaction plans, which we're also very proud to have done and have been the first to do. So, laying out all the steps to operate a fully autonomous service, especially for things that are different than standard human drivers.

Rep. Lilly asked if there was any opposition to the legislation. Mr. Singh stated I would say it's more of I think folks being unaware and wanting to learn more and so it's less direct opposition and more of having to better understand the technology, which, of course, is completely understandable. It's a brand new technology, and it takes a lot of time to get used to. People are always curious or perhaps hesitant at new technologies, which is why we take our job so seriously by going across the country and answering questions and really trying to educate. But there's a reason that half the country already has legislation on the books, where I think people have recognized the importance to start embracing this technology.

Rep. Elizabeth Wilson (IA) asked what is the cost compared to an Uber ride? Mr. Singh responded that it is very comparable to any other ride-hailing service.

Rep. Julie Miles (NH) stated that I did take a Waymo ride here and I felt entirely safe. It did exactly as you said. It stopped for a person walking across the road unexpectedly. It stopped for a bus who had its stop sign out. What I'm most excited for, and you alluded to in your presentation, is the opportunity for people with disabilities to have an opportunity at freedom and independence that they probably have never had. I look forward to the day when there's a Waymo dealership in New Hampshire. Mr. Singh stated that another thing we're very proud of

is the independence that this could bring to people with disabilities and we've developed a lot of features with our Waymo Accessibility Network consisting of a lot of advocacy organizations as partners to make this experience that much better. Things like screen reader support, the option to minimize walking time at pickup and drop-off. Things like having your vehicle have a chime instead of a honk to find it which is much more helpful in a busy area where there are a lot of other vehicles honking. So that's very top of mind for us and we've been so proud to see so much support from those kinds of communities for autonomous vehicles.

Rep. Brenda Carter (MI) asked if the vehicles break for animals? Mr. Singh stated they do and you'd be amazed to see all the identifiers that we have for all the things you would expect like children, dogs, pets, cats, geese, birds, soccer balls - anything and everything.

Sen. George Lang (OH) asked what's this going to do to the insurance industry, especially as it pertains to insurance for automobiles? My assumption is this is going to really eliminate the need for consumer auto insurance. My assumption is if there's an accident, Waymo would be responsible and you guys would have insurance and my guess is based on what I believe is the safety of your car, it's going to be a much lower premium than exists today. Can you offer your thoughts on how it's going to impact the industry? Mr. Nail stated that's one of the reasons that we want to engage here with the policymakers and with other stakeholders so deeply embedded in the insurance industry. You're right, when we look at this from the perspective of a fleet and fleet utilization, I think you're thinking along the right lines there. We'd also like to expand the discussion to a future where there's individual ownership of these vehicles and how does the insurance marketplace adapt to that? How does it respond? And I think there's a lot to talk about that there. I don't think we're ready to have that conversation today, but we want to start marching down that road.

DISCUSSION OF A POTENTIAL CONSIDERATION OF A RESOLUTION ENCOURAGING STATES TO REQUIRE INSURERS TO PROVIDE AT LEAST 60 DAYS ADVANCE NOTICE WHEN NON-RENEWING A POLICY

Sen. Walker stated that next on the agenda is a discussion and potential consideration of a resolution encouraging states to require insurers to provide at least 60 days advance notice when non-renewing a policy. As you may recall, the committee was working on an aerial image model act and during the discussions on the model, there was some side discussion about the non-renewal notice for policies. And so several legislators, including me, felt like it would be an important topic to discuss and to pass a resolution on to encourage states to look at their non-renewal timelines, especially in the environment we're in now with many of us seeing a real hard market for property and casualty. In Georgia, we have seen this to be particularly problematic on homeowners insurance and we had a 30-day notice and it's by mail and we know how slow the mail can be sometimes and it was not unusual for it to take two weeks to get a first-class letter in Georgia. So, you're not giving the policyholder hardly any time to respond to find replacement coverage or to maybe address the issue that is causing the non-renewal. In Georgia, I sponsored Senate Bill 35 to extend the notice period to 60 days on homeowners policies. We're not trying to restrict insurers from making underwriting decisions on the front end. This is only on non-renewals after they are already on the risk. And in Georgia, we have a window of time where after a company initially writes a policy they can cancel it for any underwriting reason. So, there are protections built into our system in Georgia for the carriers.

So, if they insure a home and they then do an inspection and discover that it's an unfenced swimming pool or there's a vicious dog or there's a trampoline that wasn't disclosed, the carriers can cancel it immediately, I believe with a 10-day notice.

Paul Martin, VP of State Affairs at the National Association of Mutual Insurance Companies (NAMIC), thanked the committee for the opportunity to speak and stated we appreciate this being done via resolution. The resolution process, we think, particularly on matters that somewhat are new to NCOIL, is a great way to go about doing things. A couple of things have jumped out at us that we just want to share for your consideration. Companies need to be given ample time if you pass one of these extensions for non-renewal so that they can do the necessary computer programming to bring them to fruition. One of the concerns that has been raised is the scope of the resolution. We think this should be limited to homeowners, particularly homeowners if you have a 12-month policy. Having this apply to a 6-month auto policy can be really problematic. I gather that the intent, based on comments I've heard, was to limit this just to homeowners. And finally, in the penultimate paragraph there is a provision in the resolution that says that the non-renewal notice requirement should also apply to offering renewal with reduction in policy limits or coverage. We can come up with a number of examples where you could have a situation where you have a reduction in coverage, maybe a policyholder elects voluntarily to take a higher deductible or elects to have an endorsement on their policy removed because they no longer need it. Those are reductions in coverage. I don't think you mean for this to trigger a 60-day notice requirement for that to take effect, particularly for things like that.

Wes Bissett, Senior Counsel at the Independent Insurance Agents & Brokers of America (IIABA) thanked the committee for the opportunity to speak and stated that IIABA supports the resolution. What we're seeing is that states are increasingly moving across the country to establishing a more reasonable 60-day window for non-renewal notices mainly for all of the reasons Sen. Walker explained. The 30-day window, especially in the homeowner's market right now, is simply too short. It's a challenge for both consumers and their agents, and we want to avoid a situation where people have gaps in coverage or are forced to go to a residual market because there's not appropriate time to find replacement coverage. There are numerous states across the political spectrum that already have 60-day notice periods such as Minnesota and South Carolina. There are states that even have longer time frames like Kentucky and Florida. With these bills, when they come up, they are incredibly straightforward and succinct and stunningly non-controversial. Every state's got a non-renewal notice statute and it might say 30 days, so a bill of this nature simply strikes out 30, underlines 60 in its place. We're not changing anything else in that process. There are no other effects or unintended consequences as a result. And so, these bills have been non-controversial where they've come up. Recently, Colorado went from a 30 to 60 day time frame and Sen. Walker's bill in Georgia didn't have a single dissenting vote in either chamber. In the last couple years, Iowa, Louisiana and Texas have all addressed this issue in the same way, going from 30 to 60 days. In all of those cases, there was not a single dissenting vote in either chamber. I think that speaks to the point that we're talking about a fairly non-controversial issue that's a little bit different than some of the topics you've talked about in recent days. We thank you for considering this resolution and drawing attention to the topic. We urge you to support it and vote it out today.

Joel Laucher, Program Specialist at United Policyholders (UP), thanked the Committee for the opportunity to speak and stated UP has been helping insurance consumers all over the U.S. who are dealing with non-renewal notices from their insurance companies and who are now scrambling to find replacement coverage in a market that is extremely limited and in some situations where replacement coverage is pretty much non-existent with an admitted carrier. So, once the shock of that non-renewal subsides, policyholders really must rush to contact their agents to see if a reversal is possible or to search for replacement coverage. In our efforts, we're communicating on a regular basis with many agents and brokers. They're struggling to get quotes for their clients in this very restrictive market and since most agents represent only a small number of insurers, it's necessary to go out and find multiple agents to thoroughly search that market for them. So, you just can't go back to the same agent you might have had and hope that's enough. We have about 80 very viable homeowners insurers in California, but any one agent typically represents three or four so that tells you how much work you're going to have to do to search the market.

As noted, many insureds are also scrambling to retain their existing coverage, if at all possible. Often, they need to get a roofing contractor or an electrician or a plumber who can do the work necessary for the consumer to comply with the insurer's renewal requirements. But qualified contractors aren't always available to do the work today and it may be some time out and then they need some time to complete the work and for you to communicate that to the insurer. So, you need to have a timeframe that recognizes that it takes a while to get a roof done, for example. So, running out of time to find that replacement coverage, many homeowners concede coverage to their state's residual market and it's causing those markets to swell. Shopping the current market just takes more time than it ever did. We don't want people to end up in a residual market if they don't have to so it's very important to give more time. Now, we appreciate that insurers don't want new laws or revisions to existing laws that would further restrict their business but this one just makes sense because it doesn't make sense to throw away so many policyholders who are willing to do whatever is necessary to mitigate the risk and qualify for the renewal if they just get a little more time to get that work done.

And it also makes sense to give policyholders a little more time to shop the market in this very challenging market that we are experiencing pretty much nationwide today. So, we at UP believe this resolution will greatly benefit insurance consumers in every state while imposing a very minimal burden on insurers. In fact, it would arguably benefit consumers and insurers alike. I hope we all agree that it is critical that consumer protections keep pace with market realities, as well as with insurers' technological innovations in underwriting and rating. We are not asking insurers to amend their underwriting restrictions. Insureds will still only be renewed if they come into compliance with the insurer's standards. So, this is really a win-win for everybody. I think we all see plenty of insurance advertising on TV. Insurers spend millions of dollars to acquire new customers. Why throw away customers you already have who are willing to do whatever it takes to retain their coverage. So that's really a win-win for both sides.

Rep. Matt Lehman (IN), a sponsor of the resolution, stated that he agrees with Mr. Martin on his point about a 6 month policy being problematic with this but my question is more on you want to limit it to homeowners. I'm seeing more of an issue on the commercial side. Part of that reason is we're seeing more commercial carriers go to inspections before they'll bind coverage. So, if I have a situation where I'm losing a client due to a non-renewal, and a carrier tells me we'll get

out there and inspect it in two months, because you guys are busy, how do I handle that? Mr. Martin stated candidly, I didn't get a lot of feedback on the commercial side. However, I think generally we've treated, understandably so, commercial different than personal lines. Usually with commercial folks, that's a more sophisticated client. If there are challenges with inspections, I think that's a conversation you need to have on a case-by-case basis with the company itself. I'm not hearing anything to refute what you're saying, but I will tell you that as a general rule, I think we've always erred on the side of if you're going to make a concession here on timing and things like this, that we start with personal lines and then we examine later on if there's sufficient concern to move to commercial lines as well.

Rep. Lehman stated as states go back and say I'm going to use this resolution as a reason to maybe go back and look at things, if you focus solely on homeowners I think it's going to have to be addressed eventually. I'm telling the other members here don't ignore the fact that there's other aspects of this that deal with problematic things in the current underwriting world of insurance. Mr. Laucher stated I totally agree with what you're saying and I would say in any property where there are higher limits it becomes even more challenging. It's not only businesses but condominium associations and all types of property coverage are having issues finding renewal coverage.

Rep. Edmond Jordan (LA), NCOIL Treasurer and a sponsor of the resolution, stated I want to echo everything that Rep. Lehman said and say that in Louisiana, we just recently updated our law to 60 days as well. I always think that more time is better, especially for states that are coastal and hurricane-prone, because we have a period usually during hurricane season where nobody's writing new policies and it artificially sends people to our Citizens' market because if it's anywhere between August and November, you're not getting a new policy. Nobody's going to underwrite that when they don't know if any storm is going to happen in the next two or three months.

Rep. David LeBoeuf (MA), a sponsor of the resolution, stated I want to echo my colleagues' comments and reemphasize that this is a resolution and individual states can adopt it and modify it as they see fit. And similar to what Rep. Jordan said, especially for those states where we're starting to see a larger share of policies go into our Fair Access to Insurance Requirements (FAIR) plans, having more time for the consumer to shop and be able to look at the specific requirements I think is absolutely necessary.

Rep. Brian Lampton (OH), a sponsor of the resolution, stated that we're looking at this issue in Ohio and one of the questions as an agent I have to the companies is are there scenarios where 60 days is problematic? If you don't have them now, maybe bring them to me so we can maybe consider a carve out or something like that. We don't want to hamstring the industry but at the same time, as an agent, 60 days is much better than 30 for us to be able to navigate a non-renewal notice to try to find the customer adequate replacement coverage. Mr. Martin stated one of the benefits of these resolutions is sometimes it prompts us, not just the trades, but also the member companies to examine this and to identify those one-off situations where a 60-day window might be problematic as opposed to 30. One thing I'll draw to your attention, and it's somewhat unique to the NAMIC membership, is we have six of the ten largest writers in the country, but we represent a lot of really small, single state, companies who may only write in a handful of counties. So the concern you have in those situations is it is really easy for those

companies to inadvertently get overexposed in a particular area. So sometimes they need less non-renewal notice time in order to adjust their books for all the inflation and the weather situations and the conditions that we've talked about multiple times here over the last few meetings. So, I could foresee a situation where the smaller companies, particularly those in a few states or one state, would say we probably need the flexibility of having a shorter renewal period.

Rep. Trey Wharton (TX) stated I am an insurance agency owner and this is an issue that we have happen to us all the time. We do not have enough time for our customers to make the repairs. Luckily, I have eight to ten companies, but I'm 100 miles north of the coast and we still have an issue because we're in the national forest area and they tend to say there's too much tree coverage and brush coverage and so now we have the fire exposure. And it's an issue on the commercial and personal homeowner's side so I support this fully because I see it happen every day in my agency. Sen. Walker asked if Rep. Wharton would like to be added as a sponsor of the resolution. Rep. Wharton replied yes.

Rep. Pollock stated I am an insurance agent and I think this is a very important issue. We've got a lot of states that have the 30-day language. In Kentucky, we have a 75-day requirement so I think 60 is fair but I also take into account the situations described by Mr. Martin regarding smaller companies.

Hearing no further questions or comments, upon a motion made by Rep. Pollock and seconded by Rep. Mike Meredith (KY), the committee voted without objection by way of a voice vote to adopt the resolution. Sen. Walker thanked everyone and stated that the resolution would now be placed on the Executive Committee's agenda for final ratification.

CONSIDERATION OF RE-ADOPTION OF MODEL LAWS

a.) MODEL ACT TO REGULATE INSURANCE REQUIREMENTS FOR TRANSPORTATION NETWORK COMPANIES AND TRANSPORTATION NETWORK DRIVERS

Sen. Walker stated that we won't be taking any action on the proposed amendments today as they are still under development. The sponsor of the proposed amendments, Sen. Walter Michel (MS), had to leave the conference early but with us here today are some interested parties who will provide their thoughts on the proposed amendments.

Megan Sirjane-Samples, Director of Public Policy for Lyft, thanked the Committee for the opportunity to speak and stated that rideshare companies have transformed how people move within and between communities, offering flexible earning opportunities for drivers and affordable, reliable transportation for riders. Yet, the insurance and liability standards that apply to this sector were largely established more than a decade ago, when the rideshare industry was in its infancy and little claims data existed. Those outdated requirements now impose disproportionately high costs on riders and drivers alike without delivering commensurate benefits to consumers or claimants. Today, rideshare companies maintain robust auto liability coverage, typically \$1 million per incident, whenever a driver is engaged in a trip. These high coverage levels were adopted before there was reliable data to guide risk assessment. Over

time, experience and claims data have shown that the vast majority of rideshare-related claims are resolved well below these limits. In fact, more than 90% of bodily injury claims are resolved or valued for less than \$100,000. Despite this, the extraordinarily high coverage limits continue to make rideshare companies prime targets for litigation. Because the company's policy already provides substantial protection for injured parties, adding the rideshare company as a defendant is unnecessary to fully compensate injured parties. It only prolongs the claims process, delays compensation for injured individuals, and increases legal and administrative costs. These inefficiencies also burden courts with unnecessary filings and extend the time it takes to resolve cases.

High insurance costs have become one of the most significant cost drivers in the rideshare economy. In many regions, as much as one-fifth of every ride fare goes directly to insurance-related expenses. This translates into higher prices for riders and reduced take-home earnings for drivers. These costs are particularly consequential given that a significant share of rides begin or end in low-income areas and that a vast majority of rideshare drivers use the platform part-time while balancing other jobs or educational commitments. In order to modernize rideshare insurance requirements while still maintaining strong consumer protections, coverage levels should reflect actual risk exposure. For example, the period of time between when a driver has accepted a ride and has not yet picked up a passenger carries a level of risk much closer to the period when a driver is waiting for a trip request than when actively transporting a passenger. And yet, insurance requirements do not currently reflect that reality. Lowering insurance requirements for the time spent driving to pick up a passenger would be a rational, data-driven step that preserves coverage where it's needed most while reducing unnecessary costs. Clarifying liability rules would codify current law declaring that rideshare companies are not held vicariously liable for the independent actions of drivers when the company has met its legal and contractual obligations.

This reform would not limit an individual's right to pursue claims against a rideshare company that fails to uphold its responsibilities. Instead, it would reinforce fairness and efficiency by distinguishing between legitimate corporate liability, and situations where existing insurance coverage already provides adequate recourse. Taken together, these reforms represent a balanced approach to modernizing the rideshare regulatory framework. They would promote a sustainable and equitable market, reducing litigation costs, streamlining claims resolution, maintaining strong consumer protections, and ultimately making rides more affordable for riders and more profitable for drivers. As insurance costs continue to rise nationwide, thoughtful updates to rideshare insurance and liability policies are essential to preserve access to safe, affordable transportation options and flexible earning opportunities. We encourage policymakers to pursue data-driven solutions that right-size risk and assure accountability, while also supporting an efficient, modern, and economically sustainable rideshare system. Thank you for your consideration and we look forward to further discussion.

Dan Hinkle, Senior State Affairs Counsel for the American Association for Justice (AAJ), thanked the Committee for the opportunity to speak and stated on New Year's Eve 2013, Sophia Liu was six years old when an Uber driver, enroute to pick up a passenger, struck and killed her. Her mother and brother were sent to the hospital, severely injured. Uber's response at the time was, "this is not our problem." The driver wasn't being paid yet, and so this was the driver's problem, not Uber's. This became a national news story, and the public's reaction was clear.

That position is outrageous. Insurance companies rightly pointed out that when the driver was engaged in commercial operations, they should have the right to decline that coverage, and the company, Uber, should take responsibility. This is where NCOIL came in. This is why there is an NCOIL model law on transportation network company (TNC) insurance. NCOIL's model was tailored to crafting an insurance framework that became law in 48 states. It is a wildly successful model law that NCOIL passed and is now widely adopted. Uber and Lyft agreed to provide \$1 million in coverage when a driver is en-route from when they decide to pick up a rider all the way until they drop off. That was the promise. And now Uber and Lyft are coming to you and asking you to rewrite this wildly successful NCOIL model to eliminate that heightened insurance requirement when a driver is en-route to a pickup. They want to go back on the promise they made after Sophia Liu was killed. And that's not even the worst part of these amendments.

These amendments are a wish list from Uber and Lyft that would completely eliminate their responsibility for how they operate, including their role in sexual assault. That is why we're here, because they are trying to eliminate responsibility for their actions, and they are asking for your help in doing so. First, the amendments would eliminate responsibility for building a safe app. Uber's rider and driver app control what information you see, what safety features are or are not made available, how distracting it is for the drivers when they are driving, and when you are aware if a driver is high risk or not. As you can see from the article on your table on page 7, Uber matches rides that it knows are high risk without even giving a warning to the rider. Lyft recently settled a claim brought by Teresa Brooks after she was thrown 44 feet and suffered a skull fracture, because Lyft's app was distracting its own driver at the time of the crash. When ride shares launched in cities, we now know that fatality rates go up 3%. It's because gig drivers are all forced to use their phones while they're driving, which we all know increases crashes by over 600%. This has been a problem from the beginning, and Uber and Lyft have both promised that innovation in their product design was the key to making these services safe. By saying that their product is not a product, that innovation stops. They're asking for zero responsibility in their design choices, no matter how dangerous they are.

Second, the amendments would eliminate their responsibility for the safety representations that they make to riders. Here's the reality, ride-hail companies don't have to treat their drivers like agents, but they choose to. They advertise that you are riding with Lyft or you are riding with Uber. They make you pay before you even are introduced to who your driver is. They assign drivers and penalize you for rejecting them. They assign passengers, control driver behavior through penalties and rewards based on acceptance rates, cancellations, surge pricing, and an Uber Pro status. They dictate who drives, when they drive, where they drive, under what conditions they drive, and they take a cut from every single ride. From the perspective of the rider, you are riding with Uber or you are riding with Lyft, and they are sending an agent to facilitate that transaction. That is intentional. That is their business model. But the moment something goes wrong, the amendments let them walk away from that responsibility. They can't have it both ways. They can't build brand loyalty by positioning themselves as a safe transportation provider and then walk away when they fail to live up to the promises that they made.

The third thing that the amendment do is they eliminate their responsibility for their own unreasonable actions. Transportation companies generally owe their passengers an utmost care standard. But these amendments say Uber and Lyft only face liability for gross negligence

or criminal wrongdoing. These amendments say that they don't have to take responsibility for their own negligence in hiring, retention, app design, or anything else. Ignoring assault patterns? Immunity. Covering up reports of sexual assault? Immunity. Putting profits over implementing reasonable safety practices? Immunity. These provisions make it crystal clear that Uber and Lyft do not want to be responsible even for their own actions connected to dangerous drivers who are committing sexual assaults. To briefly conclude, the second document you have before you is from U.S. House Republicans that recently launched an oversight investigation into Uber because it poses a persistent safety hazard to those who rely on ride sharing for transportation. In this letter to the CEO, they highlight the need for enhanced and expanded safety tools to better prevent sexual assault and misconduct. These amendments are directly aimed at eliminating accountability for Uber and Lyft for sexual assault. We ask that you reject them.

Kara Phillips, Esq. of Deitch + Rogers, LLC, thanked the Committee for the opportunity to speak and stated that I am an Atlanta-based attorney and my practice is limited to representing crime victims and particularly sex assault survivors. This article by the New York Times is drawing some important things to the national attention and to your attention as well. I'm also here because as someone who represents sexual assault survivors, many of my clients are silenced through the trauma of what they experience and they're also silenced through efforts to have them sign non-disclosure agreements and non-disparagement agreements. And when it comes to corporations such as Uber and Lyft, that is a general practice. So, I am sitting here as someone who's able to speak out about the kinds of cases that are coming up just in the past two years in my office and who's calling and why. And I wanted to do that this morning in the spot of a lot of mothers, a lot of daughters, and a lot of fathers. Just the other day, I had a call of a 15-year-old who was sexually assaulted by a 27-year-old Uber Eats driver while taking a walk, a sexual assault where a driver pulled over and attempted to rape the rider and took her phone and purse. An Uber driver sexually assaulted her in her car. Physically assaulted by a rideshare passenger, this is a Savannah case. And that's something I want to point out. I'm a Georgia lawyer. I'm not one of the lawyers mentioned in this New York Times article. I don't go and find multi-district litigation with 1,000 clients. But this is a problem that I'm seeing increasingly and it's because of the platform. Much like we all understand with the Catholic Church, for example, it created an environment, if unchecked, that would feed on vulnerable people and that's what we see with ride shares now. If you think back in time, one of the earliest lessons I had was don't get in the car with someone that you don't know. And that is the basis of this entire company. And so, the resulting issues that we're seeing are heartbreaking. And I'm speaking to people who are trying to navigate what can be done.

So, when I got a call about this group coming together here I was very concerned because of what I'm dealing with as a lawyer hearing calls like the ones I'm getting. And it's basically like a dog bite case - you can have a dangerous dog and they can hurt somebody but once they've hurt somebody, then you know they're a danger. And that's what we're dealing with with these drivers. And so, when it comes to direct action against Uber, it's important that these vulnerable people in these cars have an opportunity to hold Uber accountable if they know about things and don't protect, don't warn, and don't use their power for good. The other one that I just want to briefly talk about is in the products area and that's because like we're seeing with artificial intelligence (AI) and every other new innovative thing on the market, products is a route that has historically regulated through the civil jury system whether something is being safe. And that's because if you are killed or your loved one is killed in a rollover car crash and Ford Motor

Company decides not to spend \$100 on fixing their cars, then you don't care if there were other people who didn't get killed. You care that somebody made that profit over people choice, resulting in your loved one no longer being with you by no fault of their own. So, I just want to bring that up because this issue is very much building and the momentum of it is building and it's because of choices that are being made, sometimes, and that's where the civil jury system provides an opportunity for real ordinary people to let real ordinary people decide if a big corporation has chosen making money over taking care of them. Lastly, I would have preferred for one of the people that I know who is currently involved in litigation with Uber sit here. I don't represent them, but they were available to come, but in light of the time constraints here, you're not able to hear from them. But in that case, this young 14-year-old girl was picked up by an Uber driver at 1:40 in the morning in order to be trafficked a distance away from her home to a grown man who had convinced her to come and over the course of three days, he raped her repeatedly. And so I just want to say that these are real things that happen to real people.

Brad Nail, representing Uber, thanked the Committee for the opportunity to speak and stated just as a reminder, we're not expecting a vote on this today. We knew that this would be a topic that needs some discussion, and our hope is that through this discussion with the committee and with other stakeholders we can get to a set of amendments that everyone is comfortable with and maybe vote on in the spring meeting next April. I'd like to go through and rebut some of Mr. Hinkle's points, but I'll try to just do so in the context of talking about the actual language that's proposed. I do want to first say that without reservation, safety is a core value at Uber, and we've invested billions of dollars and countless hours to reduce safety incidents during trips particularly when it comes to sexual misconduct and assault. This is an enormous challenge. It is not limited to Uber. It is societal. More than half of women in the U.S. have experienced sexual violence in their lifetimes, and Uber is not immune to this problem, but I believe that Uber has done and is doing more than any other company to try to confront it. We make public tremendous amounts of information and data on this. I would invite you all, in the interest of time, to look at uber.com/safety and other resources that we make public on that.

So, getting back to the language of the proposed amendments, there are a couple of minor and more technical changes that are proposed, but in the interest of time, I'll focus on the major ones. The first is the clarification that the TNC app is not a product in the definition of "digital network." Now, traditionally, our product liability laws, both through statute and case law, have only treated physical, tangible items as products for the purpose of product liability. So we think about consumer goods, we think about machinery, we think about appliances. To treat a mobile application as a product would be a change in the law, but that is what we're seeing in some pleadings in some instances in litigation. So, the logical reasoning behind trying to attach product liability to the mobile app is that strict liability then applies and then the plaintiffs would not have to prove actual negligence on the part of the TNC to succeed in its claim. We think the logical approach is to reaffirm in statute that a mobile app is not a product under this paradigm. That's all we're asking for there.

Next up in Section C is a reworking of how we define the periods of operation of a TNC driver and changing the limits that apply specifically to period two. Here, we borrowed language from North Dakota. I know Sen. Jerry Klein (ND) helped work on that, and we think it clearly and simply defines the periods of operation. And then we pair the period two limit requirement with the period one limit requirement of \$50,000/\$100,000/\$25,000 instead of the period three limit

requirement of \$1 million. The discussion around this really started, if you remember, a couple of years ago when NCOIL adopted the Delivery Network Company (DNC) Insurance Model Act. We realized that the risk profile for period two is almost identical to the risk profile of the DNC operation, so we thought it would make sense to have those limits pair up. The third area is the addition of the new Section F at the end that lays out a test for employee versus independent contractor. This language is borrowed substantially from California law, but also there are some other states that have put a specific TNC test in there, and we think this is the best approach instead of something like an ABC test.

And then finally, the new Section G addresses vicarious liability and this is the key point. Mr. Hinkle spent a lot of time talking about this, and I just want to make clear what our goal is in this language. There are countless cases where the only allegation in the lawsuit is that the TNC driver negligently operated his or her vehicle, but they also named the TNC simply because the ride was booked through our app. The negligence of the driver is covered under the \$1 million policy, so there's no lack of available insurance. Those are the only claims we're trying to address here. We're just trying to address claims where the TNC has been named by virtue of operating the app, but the only allegation is that the driver was negligent, and they're trying to impute that negligence to the TNC. We don't think that's appropriate, and that's what we're trying to address. We're not trying to address any situation where the TNC was actually negligent in its own right, where we failed to conduct a background check, where we failed to act upon some information that we needed. If we need to continue working on the language to make that clear, then we're happy to work with you all to get it right, but I just want everyone to understand that is the intent behind that section.

Rep. Lehman stated that having been a part of this initial discussion years ago, the issue was period two so I'm going to focus on that because period two is the issue. Because period two is when the insurance industry says we're not going to go up there, and Uber said we're not going to go down there, and you ended up with this gap because nobody would go in either direction. Legislation was passed in 49 states that said somebody's got to fill the gap. It's going to fall to you, Uber. And the industry can do it, and they haven't. I wish they would, but they haven't. So, the point is in this area two where you want to lower the limit, my concern is this - you equate it a little bit to the DNC, and the argument is, well, you've got a sandwich in the back of my car versus a human. But I'm talking about the human in the walkway. The driver driving the sandwich can hit that person as easy as a person driving with a human being. That period two to me is still a big issue because I don't think we want to go down to a state minimum limit in that space because the industry is not going to be there to fill that gap. And as we go forward on this, I think that's the issue we've got to focus on. The rest of the stuff you have, a lot of it I support, but I think we've got to get around that issue of that period two.

Mr. Nail responded that I know where you stand on this and I appreciate you speaking with me earlier on it. I would characterize it differently in that the most important piece when we were first doing this was really the period one, not the period two - figuring out when they just have the app on was the more controversial piece. Rep. Lehman stated you're right about that because the industry wanted to say no when an app was simply on. I think we got that taken care of. That's fine. Now it's the period two that we're still having an issue with. Mr. Nail stated I would just say that like all the model laws, if it were modified to change the limits in period two, within your states folks are free to put the limits in place that you think are appropriate. I know

when the DNC model came into Indiana, Rep. Lehman wanted higher limits than what were on there, and that's where we ended up. So, we perfectly understand that.

Mr. Hinkle stated just to provide context for the period one for the people who haven't been following this as closely as obviously those who've been involved with it since the beginning. If I pull up the Uber app and I say that I'm going to pick up a ride but I'm not actually going to do it and I'm just driving around with the app on, there was a controversy as to who should provide the insurance during that period. And that was how the period one was created in order to address that. But since the nationwide controversy over Sophia Liu, nobody has really been advocating to distinguish between period two and period three.

Rep. Naquetta Ricks (CO) stated that in Colorado, we had a sexual assault bill for more safety and expanded and enhanced safety tools. One of our lawmakers was actually sexually assaulted in an Uber and there is ongoing litigation with that. The bill didn't pass in Colorado, but I really want to say that NCOIL should look at any amendments that will limit liability for sexual assault or any of their responsibility. There are too many women that are being sexually assaulted and these are our constituents and we have a duty to ensure that they're taken care of if they are sexually assaulted in an Uber, Lyft, or any of the rideshares. Ms. Sirjane-Samples stated that safety is of the utmost importance to us, and we're always looking to new safety features that we can have to make the platform as safe as possible. But to reiterate, our intention is to limit this model to actions that would be covered by auto insurance and auto insurance only, not anything related to sexual assault. We're always willing to have conversations around that. Sexual assault is obviously an issue that is not tolerated on our platform, in any way, shape, or form. But just to be clear, our goal with this legislation around vicarious liability is for auto accidents only and we're happy to work to make sure that is very clear within the language.

Sen. Walker stated that in light of the proposed amendments to the model, he'll entertain a motion to re-adopt the model until the April meeting as opposed to the full five years. Hearing no questions or comments, upon a motion made by Rep. Pollock and seconded by Rep. Meredith, the committee without objection by way of a voice vote to re-adopt the model until the April meeting.

b.) STORM CHASER CONSUMER PROTECTION MODEL ACT

Sen. Walker stated that we had Hurricane Helene come through Georgia a little over a year ago and it was an unprecedented natural disaster and a storm like we had never experienced before in Georgia with a swath of devastation. Many communities really looked like a nuclear bomb had gone off in the community, and it was terrible. And because of the widespread devastation and people in desperate situations, unfortunately you had unscrupulous people come in and try to take advantage of their desperation and exploit them at their time of most need and rushing people into signing contracts and assigning benefits and making deposits and then not following through with the work or not following through with quality work. In Georgia, we had a good statute already on the books with regard to fraudulent activity surrounding roofing, but it was just narrow to roofing and we expanded that to cover all types of construction activity to give some consumer protections. NCOIL has a model already regarding roofing which is similar to what

we had in Georgia. Now I'm sponsoring amendments to the NCOIL model to give broader consumer protection to our constituents by expanding it beyond roofing like we did in Georgia.

Brent Walker, Director of Gov't Relations at the Coalition Against Insurance Fraud, thanked the Committee for the opportunity to speak and stated I just want to commend what was done in Georgia around consumer protection and I'll kind of frame the request and the proposed amendments pretty briefly. What we did in July was readopt the model with the understanding that we would have proposed amendments. Since then, we've done our homework. We've spoken with the roofing contractors. We've spoken with the restoration industry and our anti-fraud stakeholders and industry stakeholders. The amendments that we've agreed upon, we've reached consensus around it, and do just what you mentioned. We not only expand the consumer protection in the existing model, but we modernize it and bring it closer to what happens in the real world of restoration and property repair after a storm. So, we are asking to expand the definition of "contractor," not only to roofers, but all contractors post-disaster, and prohibit assignment of benefits (AOBs), and there's drafting notes around the emergency services as a carve-out and an exception so that we don't slow down the property damage mitigation post-storm.

Kyle McCollum, VP of Strategy, Policy & Gov't Affairs at the National Insurance Crime Bureau (NICB), thanked the committee for the opportunity to speak and stated that NICB sits at the intersection of the industry and law enforcement, and we've seen over the years that fraud is committed by more than just unscrupulous contractors in the roofing industry. We see it across the board and I use the term unscrupulous contractors a lot, but I think that almost gives them too much credit. These are just good old-fashioned fraudsters that are masquerading as contractors, so I think what we're doing today is a great step forward, and I just really appreciate the partnership with the Restoration Industry Association (RIA) and the Coalition Against Insurance Fraud and the great work that we did with all the stakeholders on this, and your leadership, Sen. Walker, in moving this forward.

Vince Scarfo, Legislative Task Force Chairman at the RIA thanked the committee for the opportunity to speak and stated that he is a chief operating officer of an independent restoration company near Annapolis, Maryland. This is the first time the RIA has done anything like this. I appreciate the opportunity to be before you. The RIA is an 80-year-old association, but advocacy is kind of new to us. We've been working on many other things for the last 80 years. We are the group that arrives in North America, immediately after an emergency takes place. It's our teams and groups that immediately follow a fire, flood, storm, and other disasters, protecting lives, stabilizing structures, and helping families and businesses return back to normalcy. I am very proud to tell you that earlier this year we took a step. Every five years, the Office of Management and Budget will hear petitions for a new North American Industry Classification System (NAICS) code. We applied for a new NAICS code this year for our trade association because we're trying to do exactly what you all are trying to do - ensure that it's only professionals that show up at your door when an emergency takes place.

Sen. Walker thanked everyone and stated that based on comments received on the proposed amendments, he has agreed to make some changes to what was included in the materials. Specifically, new Section 4.C. has been removed which would have compelled an itemized statement of repairs ahead of the work being done after a natural disaster. We felt like that was

not practical and would slow down the emergency repair process and didn't add a lot to consumer protection. We also clarified Section 6 to ensure that emergency services in a work authorization are paid for at their reasonable value, which was already really provided for in the original Model. We also added a drafting note to Section 2 to ensure that emergency services are not impeded by this Model. It should serve to protect consumers and the industry against fraudulent contractors, not impede legitimate emergency services in the wake of a disaster. And finally, we clarified in the definition of "contractor" that the Model applies to both resident and non-resident contractors. In a case like Hurricane Helene we needed all hands on deck and non-resident contractors were needed to take care of the massive devastation we had. Again we've talked to several stakeholders and we've had no pushback and we agree that this is good for the consumer and good for the insurance industry and good for the contractors that do the important work and so I'm hoping today that we can adopt the proposed amendments.

Hearing no questions or comments, upon a motion made by Rep. Lehman and seconded by Rep. Kristian Grant (MI), the Committee voted without objection by way of a voice vote to adopt the amendments. Then, upon a motion made by Rep. Pollock and seconded by Rep. Lehman, the Committee voted without objection by way of a voice to re-adopt the Model as amended. Sen. Walker thanked everyone and stated that the amended Model would now be placed on the Executive Committee agenda for final ratification.

c.) MODEL ACT REGARDING THE USE OF CREDIT INFORMATION IN PERSONAL INSURANCE

Sen. Walker stated that up next is the Model Act Regarding the Use of Credit Information in Personal Insurance. As a reminder, the Model does not advocate for the use of credit information in underwriting one way or the other. No comments on the Model have been received since the Summer Meeting in July.

Hearing no questions or comments, upon a motion made by Rep. Lehman and seconded by Rep. Meredith, the Committee voted to re-adopt the Model with Sen. Walker determining that the yes votes clearly outnumbered the no votes.

ANY OTHER BUSINESS

Asw. Pam Hunter (NY), NCOIL President, stated that it was very unfortunate that the NCOIL Model Act Regarding Insurers' Use of Aerial Images was not adopted during our interim committee meeting last month. I really feel the model is pro-consumer and we should not let the issue go away. I think we can certainly make some changes to it and address some outstanding concerns, but it's something that is certainly going to be introduced in states either way, so NCOIL should definitely not let the opportunity pass to provide guidance on this issue. I've already introduced the model in New York and I'm certainly willing and wanting to support working on the model again next year to get things right and move it forward to adoption.

Sen. Walker stated I couldn't agree more and I think we will have similar legislation introduced in Georgia in January so I hope NCOIL will continue to work on that.

ADJOURNMENT

Hearing no further business, upon a motion made by Rep. Pollock and seconded by Asm. Jarett Gandolfo (NY) the Committee adjourned at 12:30 p.m.