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Marc Silverman

Written Testimony SB 345: SUPPORT

Dear Chair Kelley, Vice Chair Feldman, and Members of the Finance Committee.

I have firsthand experience regarding the need to change the current mandate in Maryland which now permits Insurance Companies to cancel Homeowners Insurance in the event of submitting 3 weather related claims in a 3 year period.

I have lived in my home in Rockville Md. for 48 years. I have had Homeowners Ins. coverage with 2 Insurers. First with State Farm for approximately half that time through Erie Insurance. for the balance.

I have paid out approximately \$60,000 in, on time, premiums to date. I have never filed a claim until my First Insurance claim on February, 21 2017, due to possible hail damage to my roof on May 2, 2016. My next door neighbor had severe roof damage which resulted in required roof repair, thus I decided to pursue an investigation to determine if I had a similar problem. Erie Insurance sent out an adjuster and they determined that the roof was in acceptable condition with 15+ years of life, so no claim was to be paid out. This was fine with me, I was perfectly satisfied with this outcome.

Then, on March 3, 2018 the entire Mid-Atlantic region experienced a series of massive wind storms which severely affected the Washington, Virginia, and Maryland areas. The catastrophic winds at my home and back yard resulted in the uprooting of multiple large 45 year old pine trees, leaving massive holes in the ground large enough to accommodate SUVs. The fallen trees not only destroyed our rear fence and damaged other trees in our yard but also damaged trees in our neighbor's yards. The damage was so extensive that Erie Insurance had to bring in adjusters from other area to handle the claims.

The adjuster who examined our damage came in from Texas. The claim resulted in the amount of \$10,912, with our \$1000.00 deductible we were to received \$9,812.00. This was considered our 2nd claim.

On March 26, 2018, 23 days later, we had addition trees, and large limbs come down. We indicated to the Erie adjuster that we firmly believed this was residual damage from the March 3, 2018 wind storm claim. They arbitrarily determined it was a separate claim which resulted in \$1,996 of damage. With our \$1000.00 deductible we were to receive \$996.00. If they agreed, that it was as result of prior wind storm, the deductible would not have been

subtracted from the payout to us for this 3rd claim. At this time the 2nd claim file was still open and not paid out.

In November 2018 I received a letter from Erie Insurance stating that our Homeowners Insurance would be cancelled and not renewed as a result of 3 weather related claims in 3 years.

I then proceed to review my policy's declarations which were 9 + pages long, and buried in the documents, it in fact indicated, that Erie had the option to cancel and not renew. I never once reviewed the numerous pages of the insurance contract, nor do I believe anyone else does.

Current Maryland law gives homeowners the right to a hearing before an administration judge, to ascertain if one is wrongly cancelled. I believed at that time, that I had only 2 claims. Claim 1, hail issue and Claim 2, wind damage, and Claim 3, in my judgement should have been considered a result of Claim 2 and not a separate claim.

During my pre-hearing research, I discovered that if a Homeowner's Insurance claim is filed, but NO PAYOUT is made, it is not considered a claim. This now clearly eliminated Claim 1 because nothing was paid out. My defense was that Claim 1 and 3 were not legitimate and cancellation should be rescinded.

The administrative judge ruled in my favor and instructed Erie Insurance to rescind cancellation and reissue a new policy.

However, during this pre decision period time, I attempted to secure new insurance from a dozen or so insurance carriers and was not successful, simply because I had 3 weather related claims in 3 years on the books. I did in fact finally get one quote from one Company, Lloyds of London, for \$4300.00 a year. My prior and current premium at that time, was \$1400 a year.

Now, post decision, Erie submits a renewal policy to me for a higher number of \$1850.00 yearly. With a, now clean weather related claim record, I was able to secure an acceptable policy from a new Company and told Erie I was not interested in their business. Then I also cancelled my Auto Insurance with them and secured insurance elsewhere.

To Conclude:

How can the citizens of Maryland be considered negligent, and then penalized, for weather conditions they have no control over. How could The Maryland Insurance Administration permit and embrace an Insurance Industry mandate that is so disingenuous, unfair and clearly in the sole interest of the insurance industry. I would have assumed that their agenda was to be an arbiter between the Citizens of Maryland and the Insurance industry to insure a fair playing field for both.

By remanding the current authority for cancellation for 3 weather related claims in 3 years you will take a step to make the playing field more equitable. I urge favorable support on SB-345. Thanks for your time today. Marc Silverman