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To the House Judiciary Committee
Rep. Susan Humphries, Chair
Regarding HB 2351 – Proponent

Dear Chair Humphries and Committee Members,

I am reaching out to you today to share my distressing experience with the insurance appraisal process, following significant storm damage to our house on our farm in Wheaton, Kansas. This ordeal has not only revealed the financial and emotional burdens imposed on policyholders like me but has also highlighted an urgent need for legislative action. I believe my family's experience will demonstrate the need for HB 2351.

On December 15, 2021, my family and I were at our home when a severe storm hit our area. High winds violently shook our home. As my husband was moving my wheelchair-bound mother to a safer location within our home, we heard a loud "pop" sound. It was terrifying; the noise coincided with the sensation of our house momentarily lifting off the ground before crashing back down.

In the aftermath of the storm, the extent of the damage to our home became apparent. We found cracks along the central seam of our house, a noticeable ridge in the floor of one of the bathrooms, missing shingles from the roof, fractured siding, and other clear signs of structural compromise. I promptly filed a claim with our insurance company, expecting a fair and swift response due to the urgent need for repairs, especially given my mother's disability and our compromised living conditions.

The initial visit from the insurance company's adjuster seemed promising. He told us he believed our house might be considered a total loss due to the extent of the damage he observed. This acknowledgment gave us a brief hope that we would receive the support needed to restore our home and safety. Unfortunately, this hope was short-lived.

The next person the insurer sent out took the position that the damage to our home was mostly "cosmetic." Consequently, the insurer paid us only $7,081.13. This amount was shockingly inadequate compared to the actual damage and the cost of repairs needed to temporarily relocate our family and make our home livable again. It became clear that the path to fair compensation would be neither simple nor straightforward.

I arranged for my own inspection, which detailed substantial damage to the home and its foundation. Estimated costs of repair were well into the six-figure range.

Mistakenly believing the appraisal provision of my insurance policy would be an efficient way to secure a fair settlement of our loss, I agreed to participate in that process. My reward was a protracted and costly affair that extended well beyond a reasonable timeframe for resolution of my claim.

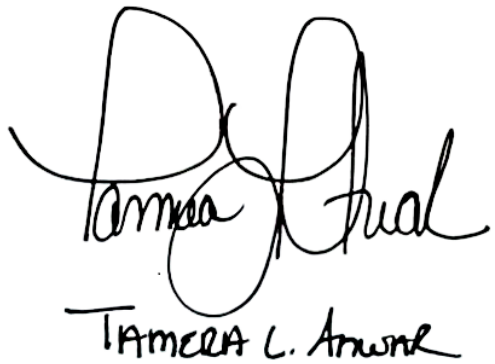
I had to hire an appraiser and agree to pay ½ of the cost of an umpire. In total, that cost me around $6,000. When the appraisers couldn't agree on an umpire, I had to file a lawsuit to ask a Judge in Pottawatomie County to select an umpire, which he did. I had to pay the filing fee for that lawsuit – around another $500. These unplanned expenses significantly strained my family's limited financial resources during an already difficult period.

The outcome of the appraisal awarded me $182,060.69, a figure that reflected the true extent of the damages and the cost to repair my home, as well as moving and temporary living expenses during the period of repair. My family was cautiously optimistic we would be promptly paid this amount. The insurance company's response to this award was not only disappointing but also indicative of a broader systemic issue.

The insurer refused to pay the awarded amount, offering instead an additional payment of only $1,831.75. The insurer further pointed out that it had reserved the right to deny my claim despite the supposedly "binding" appraisal award. This forced me into the position of having to hire legal representation and initiate further litigation to pursue the money our family was owed due under our insurance policy.

Because lawyers willing to represent insurance policyholders on a contingent fee basis are scarce, I could not find a local lawyer. A friend in Topeka referred me to Graybill & Hazlewood, LLC., where attorneys Russ Hazlewood and Todd Tedesco agreed to help me. They attempted to get my case back in front of the Pottawatomie County District Court, but the insurer removed the case to federal district court in Wichita, further delaying the proceedings and increasing the cost.

After about an additional year of litigation, my lawyers were able to recover the amount of my appraisal award, along with their attorney fees (which, as I learned, a policyholder can recover in a lawsuit but not in appraisal). In all, it took more than two years from the date of loss—and numerous legal challenges—for my family to receive what we were owed. This delay left my home in a prolonged state of disrepair, exacerbating the toll on my family's well-being and financial security.

The appraisal process, while promoted to offer a straightforward path to resolving the dispute, instead introduced additional layers of complexity, expense, and delay. It allows insurers to avoid their financial responsibility and prolong disputes, placing an undue burden on policyholders. No policyholder should be forced into this process against their will.

HB 2351 will restore a law that protects Kansas policyholders and keeps them from going through an experience like mine. I respectfully request that the committee pass HB 2893. Thank you.