WRAY ROOFING, INC.
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Kansas Registration No. 13-115183

January 19th, 2015

Dear Representatives:

My name Delbert Taylor. I am the Vice President of Wray Roofing, Inc., a commercial roofing contractor based in North Newton, Kansas. Our company has been in business since 1978, and it employs 80-90 individuals in Kansas. Please consider this my testimony in opposition to S.B. 16.

K.S.A. 40-908 works to keep insurance companies honest by providing a disincentive for them to deny or low-ball legitimate claims. It also protects Kansas policyholders by reimbursing their fees if they are compelled to hire a lawyer to enforce their rights under an insurance policy. I witness the importance of the statute in my business on a regular basis.

I have also enjoyed the protections of the statute in my personal life. A few years ago, my homeowners insurer refused replace my roof after a total hail loss. Without the statute, I would have paid for the roof myself. Because of the statute, my family did receive the benefit we paid for, and our attorney's fees were reimbursed by the company.

I understand that S.B. 16 would limit the protection afforded by the statute to claims for losses occasioned by fire, tornado, lightning or hail. Obviously, there are many other types of losses that impact Kansas policyholders. For example, in our business it is increasingly common to find significant commercial roof damage created by vandals and copper thieves. I can't imagine why the existing protection for these claims should be eliminated. Similarly, why should the statute protect a claim for loss from fire but not an explosion?!?

I also note that a significant proportion of damage to Kansas roofs is caused by wind. It appears to me SB 16 would remove the existing protection for wind claims. **If that is true, the change would be <u>devastating</u> to the Kansas roofing industry.**

Insurance companies frequently deny legitimate claims, delay payment, and refuse to pay the full amount of the policyholder's insured loss. I see it all the time. Without the protections of K.S.A., 40-908, Kansas policyholders will be forced to abandon most or all of these claims.

Finally, I understand (because this bill came up in the House last year) that the proponents have asserted that another statute, K.S.A. 40-256 adequately protects Kansas policyholders. That simply isn't true. K.S.A. 40-256 doesn't shift fees if there any basis (regardless how weak) to support the insurance company's position. I know from experience that an insurance company can hire an "expert" to say there is no insured roof damage, no matter how obvious it is to the rest of us. That report, on its own, is sufficient to protect the insurance company from reimbursing the policyholder's fees.

I urge you to make no change that would limit the scope of K.S.A. 40-908. If you must amend K.S.A. 40-908, make it apply to all insurance coverage's.

Delbert Taylor

Delbert Taylor
Vice President
Wray Roofing, Inc.