

February 23, 2010
Testimony of Jim Kelly
64 Lakeview Court
Colchester, CT 06414

5238
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Insurance & Real Estate Committee

JIM KELLY

Good afternoon! I wish to thank the members of the Joint Committee on Insurance and Real Estate for providing me this opportunity to voice my strong support of H.B. No. 5238 - AN ACT REQUIRING VERIFICATION OF AUTOMOBILE INSURANCE COVERAGE OF PERSONS ENGAGED IN THE DELIVERY OF NEWSPAPERS.

On July 19th 2009, at approximately 6:20 in the morning, I had the unfortunate experience of having the daily home delivery newspaper carrier (Mr. Bruce) become disoriented and drive several hundred feet at a high rate of speed, before the vehicle he was operating entered first the cul-de-sac and then my property at 64 Lakeview Court in Colchester:

1) The vehicle went over the curb, through the front flower bed, over a pile of mulch and onto the driveway - at which point his vehicle struck my daughters 2002 Honda (see pictures) The force of this collision spun my daughter's car almost 90 degrees, and pushed it against the garage door with such force that the back seat was pushed against the front seat. The auto body shop declared the vehicle a total loss and the shop manager indicated that if the accident had occurred with just a little more speed, or a little different angle, the gas tank would have ruptured and the resulting fire/explosion would have claimed my home also!

2) After striking my daughters Honda, the vehicle then continued on, obliterating another flower bed and fence before impacting the front wall and front steps of my home (see pics). From the right side of the front door, to the first window in the living room, all the 2x4 supports were broken, necessitating the construction of a temporary wall to prevent collapse.

3) The resulting damage included: a totally new front wall (inside and outside) for the living room, a new hardwood floor, plumbing and ceiling, as well as a new ceiling, wall and carpet in the finished family room below the living room.

4) When I contacted the drivers insurance carrier (Progressive) to discuss the accident and verify that he did indeed have coverage - I was informed that not only did Mr. Bruce have only \$10,000 in liability, but he had admitted to Progressive that he was out "delivering newspapers". Imagine my surprise when the customer service rep for Progressive informed me that besides having very limited liability insurance, Mr. Bruce had failed to inform Progressive that his vehicle was being used in a commercial endeavor, and since he did not have the necessary commercial rider and the accident occurred while performing commercial work - they were denying my claim against Mr. Bruce's auto insurance! This "denial" meant that we were out a \$500 deductible on both my daughter's car and my home, for a total of \$1,000. In addition, my daughter would have to pay for a rental car with her own funds instead of Mr. Bruce's insurance paying for the rental car.

5) Since Mr. Bruce effectively had "no insurance" to cover the damage he inflicted, the burden fell to my insurance company - Metropolitan Life. Even though I had been a longtime, faithful customer for homeowners insurance, I found the experience to be one of the most frustrating of my life. Never have I experienced an insurance claim where my OWN insurance company seemed so determined to "lowball" a claim that was no fault of their

customer! I can't help but feel that the fact that Met new that they would not be seeing a penny back from either Mr. Bruce or his insurance company (Progressive) had a direct effect upon how Met dealt with the settlement on my homeowners claim. Needless to say, once my claim is finally settled, I will be dropping Metropolitan as my insurance company!

What would I like this law to accomplish? I would not wish my experience on anyone! I have seen the damage that results from someone performing commercial work in a vehicle that is NOT insured for that type of activity. Cars and homes can be replaced – but what if it had been a school day and Mr. Bruce had struck one of the 14 children who make their home on Lakeview court? Who would pay the resulting medical bills??????

In order to be effective and address this important issue, this bill needs to require: that any company hiring independent/contract labor verify that the operator has a minimum of \$25,000 liability insurance for their vehicle, and that they also have the proper INSURANCE RIDER to cover their vehicle being used for commercial work. I urge you to put some “teeth” into this law – not only for those engaged in the delivery of newspapers but for ANYONE who uses their personal vehicle while performing commercial work! What happened at 64 Lakeview court could have been much worse. Had my front step NOT stopped Mr. Bruce – my home could have easily collapsed with my daughter, her friend asleep inside!

I would like to personally thank my State Representative, Linda Orange for her support in introducing this bill to this Committee and I thank this Committee for taking the time to consider this bill.

Jim Kelly

Map of 41.561162,-72.337911

YAHOO!



When using any driving directions or map, it's a good idea to do a reality check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning.

MR. BRUCE STATED THAT TURNING ON TO
LAKEVIEW COURT WAS THE LAST THING
HE REMEMBERED - A DISTANCE OF
700 FT. FROM IMPACT.

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