

## [Flood Insurance Claim Deadlines \(Texas, May 2015\)](#)

Flood insurance policyholders who may still be owed insurance money are strongly advised to complete paperwork and file claims **before** the National Flood Insurance Program Proof of Loss deadline - **by January 11th, 2016**. We recommend getting everything in as soon as possible.

### **1. Complete, signed (“sworn”) NFIP Proof of Loss Forms and supporting documentation must be submitted before the deadline or you will lose rights to full or further compensation.**

If you have a National Flood Insurance Program (“NFIP”) policy and your home was damaged or destroyed in the recent flooding, you **must** comply with the program’s requirement by completing and filing sworn Proof of Loss forms along with estimates, reports and other supporting documents before the deadline. Your submission need not be notarized, but you must **sign** the proof of loss forms. Get a certificate or proof of mailing when you send it in.

If you or the adjuster assigned to your claim already submitted a Proof of Loss (“POL”), but you later found more damage, or you feel the original POL needs correcting, you should file another Proof of Loss. NFIP proof of loss forms are available online at [www.fema.gov/forms-0](http://www.fema.gov/forms-0) or from your flood adjuster. The forms are:

- The **Standard “Proof of Loss”** form details the value of your claim. Even if your insurance adjuster already had you sign and submit a Proof of Loss, that form may be deemed “courtesy only,” and chances are it undervalued your loss, especially if you submitted it early on. You will need to submit another version of this form that details what you believe to be the full value of your losses and claim, with supporting documentation, signed/sworn by you. It does not need to be notarized but if you feel safer having it notarized, that’s fine. Line 9 relates to the depreciated value of your claim. FEMA Form #86-0-9
- The **“Increased Cost of Compliance Proof of Loss”** is the form you file to claim and recover expenses related to complying with building codes, including elevation requirements. An NFIP

policy provides up to \$30,000 for eligible “elevation, flood-proofing, relocation, or demolition.” FEMA Form #86-0-10

- The **“Statement as to Full Cost of Repair or Replacement,”** is the form you complete, along with your full actual or estimated costs to rebuild, repair, or replace the property. FEMA Form #86-0-12

There is no claim form labeled “Supplemental” – If you are claiming costs and/or damage on top of an earlier submitted POL, just use the same forms you would use if you were submitting your claim for the first time. Be neat, be complete.

If you do not submit these forms by their deadline – you may be closing the door on the possibility of recovering more money. You are also forfeiting your right to file a lawsuit to receive more money.

## 2. What “supporting documents” do we advise submitting to the NFIP?

We strongly advise submitting:

- A line-by-line and room-by-room itemized report that details each building component that was damaged or destroyed, and sets a replacement/repair value for that item – **including repair/replacement costs required to be incurred in order to comply with local building codes or construction ordinances**. The report should show unit prices, measurements, quantities and qualities. Ideally it should be prepared by a local and experienced construction or repair cost estimating professional, a structural engineer (if appropriate) a building consultant or other qualified expert. This report is often referred to as a “Scope of Loss.”  
Read: <https://uphelp.org/claim-guidance-publications/the-scoop-on-scope-of-loss/> for more information.
- Receipts, bills and invoices, and estimates of repair costs from **contractors**;
- A report by a **licensed engineer** if there is any dispute about what caused the loss, such as when there is damage to a foundation or any structural issue that the insurer states is preexisting or caused by erosion, subsidence, or “earth movement,” or about whether the “basement” exclusion

applies;

- A report by any other **independent and qualified expert** that evaluated your damage.
- Where possible, **photographs** from before the damage and during/after with the damage and water line); *Be sure to keep copies of all photos and documents submitted.*
- For **personal property**, a room-by-room “contents list” attaching all of the available information above (photographs of the room or specific items if you have them, etc.), in addition to receipts for replacement or website printouts showing the same or near-identical item with a photograph and price; For help with your inventory, visit: [www.uphelp.org/contents](http://www.uphelp.org/contents). For a sample home inventory, visit [www.uphelp.org/samples](http://www.uphelp.org/samples)
- Any **additional documentation** that you may have, including copies of earlier-submitted POL forms related to your loss.

A **building consultant** line-itemizes your loss with unit prices and measurements. It may be a contractor, a public adjuster or another consultant with insurance expertise. They can help identify and line-itemize flood-related losses that the naked eye may miss, such as damage behind walls and below floors, costs to repair or replace property damaged by an oil spill, costs needed to match household fixtures, flood cleanup costs, and contractor overhead and profit.

Additionally, for the **Increased Cost of Compliance Proof of Loss**, FEMA advises submitting the community’s determination that your home has been substantially or repetitively damaged, signed contracts for the work, and work permits.<sup>[1]</sup>

### 3. Where to send your Proof of Loss

- See section VII(J) of your flood policy for additional proof of loss requirements. The flood policy (Dwelling and General Property Forms) are at <http://www.fema.gov/national-flood-insurance-program/standard-flood-insurance-policy-forms#1>.
- If your flood policy was issued by a private “Write Your Own” insurer (such as Fidelity, Travelers,

Liberty Mutual, Allstate, etc.), FEMA advises contacting that insurer “to find out the proper address for submitting your Proof of Loss with supporting documentation.” **Request this information in writing, and document all communications related to submitting your proof of loss.**

- If your policy was issued by FEMA through “NFIP Direct,” FEMA has different addresses for regular mail and for overnight delivery. See: FEMA, Proof of Loss, at <http://www.fema.gov/media-library/assets/documents/9343?id=2545>.
- Submit everything with tracking and proof of mailing to ensure proof of delivery, and seek confirmation from the insurer, again – document all communications.

#### 4. Flood Insurance Statute of Limitations

If you cannot resolve a dispute related to your flood insurance claim, you must file suit before the “statute of limitations” runs out. That term refers to a deadline that cuts off your right to sue. For flood insurance claims, the deadline is 12 months after the mailing date of the **any** notice denying your claim or **any part of your claim**. Statutes of Limitations can be confusing and they are scary. If you “blow” a statute of limitations there are serious economic consequences. To avoid confusion, we recommend that you find the date when you received the first communication from your flood claim adjuster or company denying any part of your Sandy damage claim. Use a year from that date as the deadline for filing a lawsuit. For more information, Read: Resolving Flood Insurance Disputes

#### 5. Home Insurance Claim

Depending on the exact wording in your policy and the specific damage caused to your property, you may have an argument that you are entitled to collect under your homeowners policy. There *may* be coverage under your homeowner’s policy if, and only if:

- Your property was damaged by wind-driven rain, or falling rain that got in through a hole caused by a falling tree, or similar force (“water intrusion” – in legalese).
- The damage was not caused by a “flood” as that term is defined in your policy.
- The wording of your policy’s exclusions for flood damage and/or concurrent causes is vague or unclear.

- You have a rare policy that does not exclude flood damage.
- The evacuation order that caused you to incur temporary living expenses is not an excluded cause of loss under the wording in your policy.

If you're considering filing a lawsuit to challenge your home insurer's denial of your claim, confer with a qualified attorney at your earliest convenience. Get an evaluation of your argument from a competent policyholder attorney and pinpoint the deadline for filing suit. Different legal rules apply to home and flood insurance disputes.

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[1] Increased Cost of Compliance Coverage, FEMA Brochures #F-300 & F-663, at <http://www.fema.gov/media-library/assets/documents/12170?id=3010> and <http://www.fema.gov/media-library/assets/documents/12164?id=3009>.