

# **FLOOD AND DISASTER RELIEF INFORMATION**

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**El Paso, TX • Las Cruces, NM**

**AND**



**THE EL PASO BAR ASSOCIATION**



## INFORMATION FOR EL PASO FLOOD VICTIMS

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**ASSISTANCE NUMBERS**

American Red Cross (Mark Matthys, Executive Director) .....	592-0208
Better Business Bureau .....	577-0191 <a href="http://www.give.org">www.give.org</a>
City of El Paso (Reporting of property damage) .....	541-4558
FEMA .....	1-800-323-8603
Identity theft (Equifax Experian TransUnion) .....	(800) 525-6285 (888) 397-3742
Identity theft (Federal Trade Commision) .....	<a href="http://www.consumer.gov/idtheft/">www.consumer.gov/idtheft/</a>
Identity theft (Texas Department of Public Safety) .....	512-424-5258
Medicare/Medicaid (Replacement cards) .....	<a href="https://S044a90.ssa.gov/apps6a/IMRC/main.html">https://S044a90.ssa.gov/apps6a/IMRC/main.html</a>
Salvation Army .....	544-9811
Social Security (Form SS-5/Replacement) .....	1-800-722-1213 <a href="http://www.ssa.gov/online/ss-5.html">www.ssa.gov/online/ss-5.html</a>
State Bar of Texas Disaster Hotline .....	1-800-504-7030
Texas Department of Insurance Consumer Helpline .....	1-800-252-3439 <a href="http://www.tdi.state.tx.us">www.tdi.state.tx.us</a>
TexasLawHelp .....	(877) 438-4338
Texas Rio Grande Legal Aid, Inc. ....	585-5100
Texas Attorney General .....	834-5801 1-800-252-8011 <a href="http://www.oag.state.tx.us">www.oag.state.tx.us</a>
United States Passport (Replacement) .....	1-877-487-2778 or 1-888-874-7793 <a href="http://www.travel.state.gov/passport">www.travel.state.gov/passport</a>



**AVOID BEING TAKEN ADVANTAGE OF AFTER THE STORM**  
*by Partnership for Legal Access*

### **Insurance Issues**

To protect your insurance claim:

- **Take** photos to document the type and extent of the damage to your property.
- **Contact** your insurance carrier immediately to make a claim.
- **Wait** until your insurance adjuster has documented the damage and determined how much the insurance company will pay on the claim before you hire any contractors.
- **Contact** the Texas Department of Insurance to assist you with any questions you have about insurance claims in Texas. [www.tdi.state.tx.us](http://www.tdi.state.tx.us).

### **Choosing Contractors or Home Services**

Avoid anyone claiming to be “FEMA Certified.” FEMA does not certify or endorse contractors or other services.

**Avoid** roofers, pest control companies or other contractors who show up at your door, uninvited, seeking your business. Stick to reliable, reputable contractors and service providers who are licensed and insured.

**Get** recommendations from friends, relatives, neighbors, insurance agents, or adjusters. Check with local Better Business Bureau and Home Builders Associations to see if complaints have been made against any contractor you’re considering.

**Check** the contractor’s references. Ask for a list of recent customers and call them.

### **Repair Contracts**

Get a written estimate. Make sure it includes any oral promises made by the contractor. Remember to ask if there’s a charge for an estimate before you allow anyone into your home. Ask contractors to explain price variations. Get a copy of the final, signed contract before the job begins. A written contract, including all guarantees and representations made by the contractor will help protect you, should you have any problems. Generally, oral agreements are not enforceable.



Ask an experienced friend, relative or attorney to review a home repair contract before you sign it. If you get a loan for the repair work, be very careful about using your home as security. You could lose your home, if you aren't able to re-pay it. Consider asking an attorney to review the loan documents, as well.

### **Types / Quality of Repairs**

**Question** claims made by a contractor who tells you he can get special treatment for your construction permits.

**Get written proof** that the contractor has insurance to cover general liability and workers compensation.

**Be very careful** about hiring contractors who encourage you to make a large amount of temporary repairs.

**Avoid** large cash deposits or payment in full before the contractor begins work. Don't hire a contractor who asks you to pay for the entire job up-front. A deposit of one- third of the total price is standard.

Pay only by check or credit card – **never cash** - and don't make the final payment until after the work is finished and you are completely satisfied.

### **Are there other scams I should know about after the flood?**

Unfortunately, following a disaster people have to be alert to rip-offs. These are just a few:

### **Price Gouging**

When businesses raise prices during a state of emergency, and it is not based on increased cost of doing business, price gouging may be occurring. **Price gouging is illegal, and has criminal and civil penalties.**

To protect yourself:

**Demand** reasonable charges. Remember, insurance companies will only pay for "reasonable" costs of repair.



If you suspect fraud, waste, or abuse involving Federal Emergency Management Agency disaster assistance programs, report it to FEMA's Inspector General's Office.

Office of Inspector General  
FEMA  
500C Street, SW  
Washington, D.C. 20472  
1-800-323-8603

### **Charities**

If a charity will not explain how your money will help flood victims, consider giving your donation to another organization that will. To check out a charity, visit the Better Business Bureau website at [www.give.org](http://www.give.org).

### **Flood Damaged Vehicles**

Unfortunately, after disasters that involve flooding, some dishonest people and businesses may try to sell flood-damaged vehicles without giving the vehicle history to the buyer. You should ask to see the title to the car. Check to see if the vehicle came from a flood damaged state and if the title is stamped "salvage".



## **HOUSING-RELATED QUESTIONS AND ANSWERS FOR TEXAS DISASTER VICTIMS**

*By Larry Niemann, Attorney for the Texas Apartment Association and  
Fred Fuchs, Attorney for Legal Aid of Central Texas*

### **Preliminary Comments**

This memorandum specifically addresses Texas statutes and Texas common law regarding residential leases and mortgages. Be wary of relying on resource materials that may include general statements of what the law usually is across the nation. In some cases, Texas law is quite different from the laws of other states, particularly regarding statutory landlord-tenant law. The authors believe that all of the answers below reflect the law in Texas.

The information provided here is general information. You should consult with an attorney if you have specific questions about your circumstances. You may be able to get legal help from your local legal aid program if you are low-income.

### **May I Terminate My Lease Because of the Disaster?**

**QUESTION:** What are my rights if I want to terminate my lease on my dwelling, following the disaster?

**ANSWER:** Under the law, neither the landlord nor the tenant is given the right to terminate the lease because the property is *partially* unusable unless the lease gives the tenant this right. See Texas Property Code, Section 92.054(c). Therefore, you should check your lease.

However, if the dwelling is *totally* unusable as a result of a disaster like a fire or flood, either the landlord or the tenant can terminate the lease on those grounds. See Texas Property Code, Section 92.054(b). The person terminating the lease must give written notice to the other before repairs are completed. If the lease is so terminated, the tenant is entitled to a refund of any security deposit (less lawful deductions), plus a pro rata refund of any prepaid rent. The landlord must refund the security deposit and/or provide an accounting of any lawful deductions from the deposit within 30 days after the tenant moves out and provides written notice of a new address. See Texas Property Code, Section 92.101.

If the lease is lawfully terminated by either the landlord or the tenant because the dwelling is totally unusable, the landlord can't prevent the tenant from retrieving the tenant's personal property in the dwelling.



## How Much Rent Do I Have To Pay?

**QUESTION:** If the premises are *totally* unusable because of the disaster and I don't want to permanently move out, do I have to continue paying rent?

**ANSWER:** There is no provision in the law that entitles the tenant of a dwelling rendered *totally* unusable by a disaster to move out, keep the lease in force and totally abate the rent until the premises are repaired or restored by the landlord. There is nothing, however, that keeps the parties from mutually agreeing to do just that. Most landlords should be willing to keep the lease in force and suspend all rent payments if the tenant does not stay in the dwelling while the landlord is trying to repair or restore the fire or flood damage. In major repair situations, the landlord usually wants the premises empty for efficient repair and avoidance of personal injury liability. Depending on the circumstances, the landlord may be willing to allow the tenant to stay in the dwelling rent-free until the premises are restored or repaired – even if the premises normally would be considered *totally* unusable. If this is what you would like to do, you need to discuss it with your landlord right away. The landlord's common duty to repair, the tenant's duty to pay rent, and the tenant's remedies for non-repair after a casualty loss have been preempted by the habitability statute --except in suits for personal injuries or property damage allegedly caused by the *fault* of the landlord. See Texas Property Code, Section 92.061.

**QUESTION:** If the premises are *partially* unusable because of the disaster and if I don't want to permanently move out, can my rent be partially abated (temporarily reduced)?

**ANSWER:** If the premises are *partially* unusable for residential purposes after the disaster, the tenant is entitled under the law to a *partial* rent abatement "to the extent the premises are unusable." See Texas Property Code, Section 92.054(c). If the premises are only partially unusable, neither the landlord nor the tenant can terminate the lease. The only exceptions are when: (1) the *lease itself* gives the landlord or the tenant the right to terminate when a disaster renders the dwelling partially unusable, or (2) the landlord and tenant mutually agree to terminate the lease. See Texas Property Code, section 92.054(c). Whether the dwelling is *totally* or *partially* unusable is a fact question decided on a case-by-case basis. The law does not give either party the right to unilaterally decide how much the rent abatement should be. Obviously, before paying less than the full rent, the tenant should talk to the landlord and try to reach a mutual agreement on any rent abatement that is justified because a disaster has rendered the premises unusable. If the landlord and the tenant cannot agree on the appropriate amount of the reduction, the tenant must sue and have a court decide the amount. The tenant cannot unilaterally reduce the rent.



**QUESTION:** May I withhold payment of rent because of the disaster or because the landlord has failed to timely repair the dwelling after the disaster?

**ANSWER:** No. Texas law prohibits a tenant from withholding rent on grounds of uninhabitability. See Texas Property Code, Section 92.058. If, after the disaster, neither the tenant nor the landlord has terminated the lease because the dwelling is totally unusable, the tenant may have a right to repair-and-deduct if the landlord does not timely repair (under some circumstances). See Texas Property Code, Section 92.0561. Timeliness of repair may depend on the availability of materials, labor and utilities and, in some cases, on when the landlord receives insurance proceeds from his or her insurance company. See Texas Property Code, Section 92.056(a)(3). The tenant may have other remedies under the statute, such as unilateral termination of the lease or court ordered repair if the landlord fails to timely repair. See Texas Property Code, Section 92.056.

**QUESTION:** What can happen and what should I do if I can't pay the rent on my dwelling because of job or salary interruptions following the disaster?

**ANSWER:** Temporary government rent assistance may be available from the Federal Emergency Management Agency (FEMA) or other governmental agencies. If your lease is terminated by your landlord because the premises are *totally* unusable, you must move out -- regardless of whether you can or cannot pay the rent. If you live in public or federally subsidized housing or receive Section 8 assistance, you are entitled, in most circumstances, to have your rent reduced when you suffer a loss in income. You must notify your landlord or the housing authority. If the premises are only *partially* unusable and if you don't pay the abated (partially reduced) rent, you must move out if the landlord asks you to -- unless you and your landlord agree otherwise. If the landlord is entitled to evict you and you do not move after the landlord has given you notice to vacate, you can be evicted only through a justice of the peace court eviction lawsuit.

### **Must I Move Out?**

**QUESTION:** My landlord told me to move out because the dwelling is *totally* unusable after the disaster. Do I have to move out?

**ANSWER:** You must move out if the dwelling is *totally* unusable and the landlord has terminated your lease on that ground. Unless your lease says otherwise, the landlord has the right to terminate the lease if the dwelling is *totally* unusable as a result of a disaster such as a flood or fire. See Texas Property Code, Section 92.054. However, if you do not move after the



landlord has demanded that you move, the landlord may evict you only by filing a suit in justice court.

**QUESTION:** My landlord told me to move out the next day because he wants the dwelling for his daughter who lost her house in the flood. He told me if I didn't move out, he'd change the locks. Do I have to move out?

**ANSWER:** No. The landlord must honor the lease unless the dwelling is *totally* unusable or the lease contains an express provision allowing the landlord to terminate in event of a fire, flood, or similar casualty. If the landlord wants you out in order to move someone else in, then the premises are obviously not "totally unusable" and the landlord cannot terminate the lease. If the landlord unlawfully locks you out, you should contact the justice of the peace about a writ of re-entry. This is an expedited process through which you can get back into your home the same day.

**QUESTION:** Are there any situations in which the landlord can lawfully change the locks and lock me out?

**ANSWER:** In Texas, the *only* times a landlord can change the locks during the lease term are when (1) the tenant requests it, (2) the landlord fixes or replaces a broken lock, or (3) the tenant has failed to pay rent on time. If the lockout is for (1) or (2) above, the landlord must furnish the tenant a key immediately, without being requested to do so. If the landlord locks the tenant out for non-payment of rent under the lockout statute (Texas Property Code, Section 92.0081), the landlord must post the required notice on the front door and furnish the new key to the tenant upon the tenant's request at any time of the day or night. The landlord cannot refuse to furnish the key just because the tenant hasn't paid the rent. A landlord may lock out for non-payment of rent only after having given the tenant advance written notice that the landlord will lock out the tenant if the rent is not paid.

**QUESTION:** What should I do if I am served with an eviction lawsuit by the constable?

**ANSWER:** If an eviction lawsuit is served on you by a constable or deputy sheriff, you should carefully read the papers and find your deadline for filing an answer or appearing in court. You can defend yourself in court or you can call a legal services program for information or possible representation. Under some circumstances, you can be defended in court by a non-lawyer friend. See Texas Property Code, Section, 24.011.



## **Must I Make My Home Mortgage Payments?**

**QUESTION:** My house was damaged and I can't live in it. Do I have to make my mortgage payments? What if I can't pay my mortgage because of job or salary interruptions following the disaster?

**ANSWER:** Most home loan documents require the homeowner to make mortgage payments even after a disaster -- even if your house is damaged and you can't live in it. However, many lenders will allow the owner to delay mortgage payments for several months after a disaster (although interest may continue to be added). Many lenders will make loan modifications to allow the missed payments to be added to the loan, thereby lengthening the term of the mortgage. You need to communicate with your lender and tell the lender about the disaster and your temporary inability to pay. The lenders will nearly always work with you. If your mortgage is FHA financed or FHA insured and you fall behind in your payments because of circumstances beyond your control, you have special rights. See answer to next question.

**QUESTION:** What should I do if I receive a notice that my lender is going to foreclose on my home for non-payment of the mortgage?

**ANSWER:** If you have received a written foreclosure notice as a result of a disaster-related financial hardship, you may be eligible for Federal Emergency Management Agency (FEMA) assistance to help you with your mortgage payments. You may file an application for FEMA benefits at a Disaster Assistance Center (DAC) site. If your mortgage is FHA-insured or FHA financed, you may be entitled to reduced or suspended payments. Your lender must notify you of this right and give you an opportunity to seek help before the lender begins foreclosure proceedings. But, you must meet the deadlines the lender will give you. If you have income and you want to keep your house, you may be able to file a Chapter 13 bankruptcy. In this type of bankruptcy, the homeowner pays regular mortgage payments that accrue after the bankruptcy and all other living expenses and also pays an amount every month toward the mortgage installments, which were delinquent prior to the bankruptcy. If you think you may want to file a Chapter 13 bankruptcy, you should consult an attorney.

## **Can I Hold the Landlord or Previous Homeowner Responsible for Fraud or Negligence?**

**QUESTION:** May I recover damages against my landlord for injuries or property damage I suffered as a result of the disaster?



**ANSWER:** When the injury or property damage results from a natural disaster and not from the landlord's negligence, the landlord is *not* liable for such injuries or property damage. However, the law does *not* prevent suits against the landlord under the common law for injuries or property damage resulting from the landlord's negligence. See Texas Property code, section 92.061. The landlord can therefore be sued if the landlord's negligence caused or contributed to the tenant's injuries or damage from the disaster.

**QUESTION:** I have suffered personal injuries or loss or damage to my personal belongings from the flood. May I recover damages against my landlord or the previous homeowner if they knew about the possibility of flooding and failed to inform me?

**ANSWER:** If an affirmative *misrepresentation* was made by the landlord or seller concerning the possibility of flooding, the tenant or buyer may be able to sue the landlord or seller both for fraud and under the Texas Deceptive Trade Practices Act to recover for property damages or personal injuries. A more difficult situation arises when the landlord or seller says nothing about the possibility of flooding. Generally, the mere failure to disclose a fact known by the seller or landlord is not fraud. But failure to disclose the possibility of flooding may, under the circumstances, support a lawsuit against a landlord or seller who knew of past flooding or knew of the possibility of flooding. Active concealment of known past flooding (for example, painting over flood water marks on walls) may also be the basis for tenant recovery. See 37 Am. Jur. 2d, *Fraud and Deceit*, 144-146.

**QUESTION:** May I recover damages against my landlord or the previous homeowner if they *didn't know* about the possibility of flooding?

**ANSWER:** Probably not. As a general rule, the tenant or buyer cannot sue the landlord or previous owner for loss or damage from flooding if such landlord or previous owner knew nothing about past flooding or the possibility of flooding, and did not tell the tenant or buyer that the property was not subject to flooding.

### **Am I Covered by Insurance?**

**QUESTION:** All my personal belongings were destroyed when the roof fell in on the place I rent. What help can I get from my insurance company?

**ANSWER:** If you had renter's insurance or homeowner's contents insurance at the time of the flood, contact your insurance company. If your situation is desperate, make sure you describe your situation to the insurance company. If the insurance company agrees that there is coverage, you can ask for advance payment to cover a part of your loss.



**QUESTION:** What should I do if I do not have insurance on my personal belongings?

**ANSWER:** If your losses are not covered by insurance, you may be able to get an Individual and Family Grant (IFG) from FEMA to replace necessary items of personal property. You may apply for these benefits at the FEMA DAC sites. You may also wish to contact the Red Cross, which may be able to help you.

**QUESTION:** If my personal belongings are lost or damaged as a result of the flood or other disaster, may I recover from my landlord under the landlord's hazard insurance policy?

**ANSWER:** No. The landlord has no "insurable interest" in the tenant's property, and therefore, the landlord's *hazard* insurance cannot (and does not) insure the tenant's personal property. However, if the damage or loss of the tenant's property is due in whole or in part to the landlord's negligence, the tenant may be able to sue the landlord and the loss may be covered by the landlord's *liability* insurance carrier.

**QUESTION:** Is flood damage to my home covered under my insurance policy?

**ANSWER:** Your homeowner's insurance policy (sometimes called a "casualty insurance policy," "hazard insurance policy," or "fire and extended coverage policy") normally does not cover flood damage. The policy may cover water damage inside the home *from direct or blowing rainfall*, but it normally does not cover damage from surface water or rising water. Windstorm insurance normally will be limited to greater-than normal wind conditions. You should read your policy, talk to your insurance agent and consult an attorney if you have questions.

Flood insurance may be purchased from the federal government under the National Flood Insurance Program (NFIP). You can buy policies from any state-licensed local agent if your community is participating in the NFIP.

**QUESTION:** Does my automobile insurance cover the damage to my car resulting from the disaster?

**ANSWER:** Normally, disaster damage to an owner's vehicle will be covered under the owner's comprehensive auto coverage, although specific language in the policy and any express policy exclusions will control. Even if there is a policy exclusion for damage caused by flood, wind, etc., coverage may still exist under a collision policy if the event causing the damage during the disaster could be construed as a collision. For example, if your car is damaged by



being washed away by the flood and colliding into a tree or another person's car. Courts have reached mixed results on this issue. See 7 Am. Jur. 2d, *Automobile Insurance*, 167-171, 176-182.

### **Can I Recover Against Neighbors or Others?**

**QUESTION:** May I recover damages against my neighbor whose property damaged my property during the disaster?

**ANSWER:** The general rule is that a person is not liable for injuries or damages caused by a disaster or "Act of God" where there is no fault of negligence on the part of the owner whose property caused damage to others during the disaster. Therefore, your neighbor is liable only when he or she was negligent and such negligence was a cause of the damage. See 1 Am. Jur. 2d, *Act of God*, 11, 15; and 57 Am Jur. 2d, *Negligence*, 181.

**QUESTION:** What can I do with someone else's property, which the disaster carried onto my land?

**ANSWER:** When personal property is carried away by flood, wind or explosion onto the land of another, such personal property still belongs to the original owner and the original owner may enter and retrieve it. If the landowner refuses to let the owner of the personal property enter, or if the landowner appropriates the property for the landowner's own use, the owner of the personal property can sue the landowner for the value of the property. In the above situation, the landowner is an "involuntary bailee" and has the right to possession of the property against all others, except the true owner. The landowner may, if necessary, move the property to use the land, provided it is done in a reasonable manner. The landowner may not damage the property either intentionally or through gross negligence. See 1 Am. Jur. 2d, *Abandoned, Lost, Etc., Property*, 24-27.

**QUESTION:** May I recover damages against my neighbor who put up dikes, levees, buildings or other improvements that caused more water to flow onto my land?

**ANSWER:** Generally, a landowner is entitled to defend his or her land against the "common enemy" of surface water from an overflowing river, stream or other body of water. The landowner may act without liability for damages caused to other landowners, provided such action is taken with reasonable care. However, a natural water course may not be diverted, collected, or channeled so as to increase the rate of flow of natural drainage ways beyond their capacity, thereby causing damage to adjoining landowners. See 50 Am. Jur. 2d, *Levees and Flood Control*, 14, 17.



**QUESTION:** May I sue the local, state or federal government for damages caused by the disaster?

**ANSWER:** Under some circumstances, the government may have liability if its employees were negligent and caused the damages. However, under the doctrine of “sovereign immunity,” governmental authorities are generally immune from liability for the negligent acts of their agents and employees. Texas statutes do allow recovery against local governments in some cases involving death or personal injury. The doctrine of sovereign immunity normally applies to “governmental functions” such as crime prevention, flood control, fire fighting, preservation of health, etc.

### **Miscellaneous**

**QUESTION:** Do state or local governments have the right to enact rent control and price controls to help curb the price gauging and scams that sometimes follow disasters?

**ANSWER:** Yes. Texas law provides, in Section 214.902 of the Texas Local Government Code and Section 418.004 of the Texas Government Code, that the governor (for any part of the state) or a municipality (for areas within its city limits) can declare a state of emergency because of a disaster or civil disturbance. The governor or the city can thereafter impose rent and price controls for as long as the emergency exists. Otherwise, the state and local governments in Texas do not have rent and price control powers.

**QUESTION:** Must I continue paying rent for my commercial lease space (office, retail, ministorage, etc.) even though it has been rendered totally or partially unusable by the disaster?

**ANSWER:** In commercial leases, the Texas common law has not been pre-empted by statute, but the answer to this question is usually addressed by the terms of the lease.



## **CONSUMER ISSUES**

### **Overview**

Disasters are breeding grounds for unscrupulous consumer practices. Disaster victims, particularly senior citizens, the disabled and limited English or non-English speaking persons are vulnerable to scams. Even financially sound families may fall behind on credit payments resulting in collection actions. Consumer information is essential to help prevent victimization.

**IMPORTANT NOTE:** The information contained in this section is designed to provide preliminary guidance to victims of consumer fraud or those with debtor/creditor problems. Individuals with specific questions may wish to contact the Texas Attorney General's Office or the Better Business Bureau.

### **I. MAJOR CONSUMER ISSUES AFTER A DISASTER**

#### **A. Caveat Emptor -- Let the Buyer Beware**

After any disaster, three factors impact consumers: 1) A desperation to repair any damage and to heal family shock over losses; 2) Excessive demand on firms which provide repair services; and 3) Limitations on the supply of available services because of damage to service providers. In any situation, excess demand and limited supply causes prices for goods and services to increase. A major disaster exacerbates this factor. Consumers should take time to prioritize their needs and develop alternative plans to solve their problems.

Before contracting for any services, the consumer should:

1. **Verify licensing**, if applicable, with appropriate regulatory agencies;
2. **Verify company legitimacy** with local Better Business Bureaus;
3. **Obtain comparison bids** with lists of services provided and material costs;
4. Obtain all **estimates in writing**;
5. Speak with other customers to **verify satisfaction**;
6. **Read all contracts** or service agreements **before signing**; and



7. File complaints with appropriate regulatory agencies if confronted with potential fraud or abuse.

The telephone number for the Texas Office of the Attorney General Consumer Division is 1-800-337-3928. Urge consumers to contact their county District Attorney's Consumer Fraud Division if someone calls with what the consumer feels is a scam. An early alert can prevent others from fraud. Urge them to contact the local newspaper's consumer desk to notify them of scams.

## **B. Price Gouging**

Section 17.46(b)(25), Texas Business and Commerce Code, makes it a deceptive trade practice in Texas to take advantage of a disaster by selling or leasing fuel, food, medicine, or another necessity at an exorbitant or excessive price, or even demanding an exorbitant or excessive prices for these items.

This statute can be enforced privately, by the Attorney General, or by local District Attorneys.

## **C. Home Equity Fraud**

Home equity is the market value of the home minus the mortgage and other liens on the home. For example, if a home's market value is \$100,000 and the mortgage and all liens are \$80,000, the equity is \$20,000 ( $\$100,000 - \$80,000 = \$20,000$ ). Home equity fraud is the taking of a homeowner's equity by fraudulent means. Victims of home equity fraud are most often elderly persons, particularly widows over age 70, minorities with limited English skills or homeowners with fixed incomes below \$24,000.

### **I. Home Repair/Lien Contract Scams**

After a disaster, a homeowner frequently needs major repairs for serious damage. This may include roofing and siding, plumbing, electrical wiring, heating and cooling, replacement of damaged structures, interior living quarters, etc. The cost of these repairs is most likely greater than the insurance coverage and the ability of the homeowner to cover the cost. Frequently, a low-income homeowner has deferred maintenance which may make the damage ineligible for FEMA funding. The homeowner may feel trapped between the high cost of the repairs and the limited funding for repairs. Unscrupulous contractors or salespeople will take advantage of the fears of the homeowner and agree to make the repairs at unrealistic prices or financing schemes.



The salesperson or contractor then induces the homeowner to sign a lien-contract secured by the home. The loan repayment amounts are higher than what the consumer can afford to pay on a fixed income. Alternatively, the contractor provides inadequate repairs or services and the consumer refuses to pay the note to the finance company. The lien-contract, however, functions like a promissory note. If the homeowner misses only one payment the creditor may foreclose and sell the home without ever going to court. The common result is that the homeowner not only fails to have necessary repair work done, but loses his/her home through foreclosure.

## **2. Refinancing Schemes**

Because of the increased costs of confronting an emergency, consumers frequently fall behind in their credit payments or overextend themselves to the point that they must choose whether to pay creditors or obtain basic necessities such as food. Such consumers are often approached by finance companies promising to consolidate the homeowner's debt for existing mortgage, credit card debt, car loans and repair loans. They then pressure the homeowner to sign multiple agreements without sufficient time to review them or consult with anyone. The negative outcomes of such refinancing schemes include high processing fees, payments to bogus/phantom creditors and default on the loan. The homeowner often cannot pay both the refinancing costs and basic living expenses, resulting in a situation far worse than before the refinancing.

## **3. Foreclosure Consultants/Equity Purchasers**

Some financial predators prey on persons during the foreclosure process. They claim to be foreclosure experts who offer to assist homeowners after they receive a notice of default. Once the finance company files a formal lien with the County Clerk, the homeowner is deluged by these foreclosure consultants. These financial thieves further encumber the property with liens for fees and extravagant charges. They try to obtain title through a power of attorney or by direct transfer. They take advantage of the homeowner's distress and offer to purchase the home for below market value through misrepresentations on the value of the home and on encumbrances. They represent to the homeowners that they may stay in the property for the rest of their lives. In fact, after they obtain the property, they sell it and the new owner serves the tenants with eviction papers. Clients should be warned of such scams.



#### **4. Caretaker/Befriender/Relative Scams**

Isolated homeowners who need assistance to maintain their homes frequently are victimized by friends, relatives or caretakers. They assist the homeowner with household chores, including shopping or taking them on medical visits. Children of elderly parents sometimes seek control of their parents' property for their own uses. All of these persons use scare tactics to convince the elderly, disabled or limited English or non-English speaking person to transfer title of the property to them. Sometimes they obtain a power of attorney when a person is very sick. Unbeknownst to the homeowner, the power of attorney holder may convey or encumber the property and keep the proceeds for him/herself.

#### **D. Debtor/Creditor**

Often disasters can trigger financial crises as victims fall behind in their bills. Missed payments or collection actions can damage their credit ratings. Victims should notify creditors of the situation as soon as possible. Some creditors will agree to postpone payments for a period of time.

##### **I. Debt Collection**

###### **a. Communicating and Negotiating with Creditors**

If the debtor can afford to make small monthly payments, s/he should contact the collector to ask if the payments are acceptable and reach an agreement on all of the following:

- Total amount owed on the bill, including the interest to be added each year;
- Amount of monthly payments;
- Due dates that payments must reach the collector;
- Address where payments must be mailed; and
- Whether the collector will remove negative information about the bill from the debtor's credit report.

###### **b. Documenting Communication between Debtor and Creditors**

It is important for debtors to keep a record of phone calls from the collector regarding the past due bill, including the full names of the individuals s/he speaks with and date, time and details about the conversations. If the debtor arranges a payment agreement, s/he should send a brief letter confirming the terms of the payment plan. The debtor should always keep copies of



any letters and payments sent to the collector. Letters to the collector should be sent certified mail. Consumer Credit Counseling Services may negotiate with collectors on behalf of debtors for little or no fee. See the business listings of the White Pages of the phone book.

### **c. Notifying the Collector of Debtor's Inability to Pay**

Some debtors who have no employment income or prospects for such income might be considered "judgment proof." Such people own no real estate, no personal property of significant value, no more than one car, and would probably not have bank accounts or other investments. Such debtors who are unable to arrange a workable payment plan should consider sending the collector a letter informing them of the inability to pay and requesting that the collector stop contacting the debtor about the debt. The debtor should include in the letter any special circumstances which help explain the inability to pay. Sending such a letter limits the collector's right to contact the debtor.

### **d. Filing Bankruptcy**

Bankruptcy may become a last resort option for disaster victims who cannot satisfy their creditors. Filing bankruptcy will not necessarily cancel all debts. It is recommended that individuals wishing to pursue bankruptcy proceedings be referred to a State Bar-certified lawyer referral service where an experienced bankruptcy attorney can be identified. For information about lawyer referral call the State Bar at 1-800-252-9690.

### **e. What Happens when Debtors Fail To Pay**

Debtors are not criminally liable for owing debts; however, a collector may file a civil lawsuit against them to collect the debt, and a court judgment will give the collector the right to collect any non-exempt assets. Also, the collector has the right to report the unpaid debt to a credit reporting agency.

Auto loan contracts usually permit the collector to repossess a car without advance notice after a borrower's failure to make payments. The debtor will have to pay the full balance of the loan plus all costs of repossession in order to regain possession. If the debtor cannot pay, the collector may sell the car and sue the debtor for the amount the debtor owes over the sale price. If a past due bill is for services a debtor continues to receive (e.g., utilities), the collector may discontinue service or withhold reconnection, even if the debtor moves to another residence. The collector may also sue to try to collect the unpaid balance.



## **2. Credit Reporting Legal Authority**

This area is governed by the Federal Fair Credit Reporting Act, 15 U.S.C.A. §1681, which requires that credit reporting agencies furnish a free copy of a consumer's credit report upon request within 30 days after the consumer is notified of an adverse action. Credit reporting agencies also have a statutory obligation to investigate consumers' claims. Texas law is found at Section 20.01, Texas Business & Commerce Code.

## **II. REMEDIES**

### **A. Texas Consumer Protection Laws**

#### **I. Texas Deceptive Trade Practices Act--Section 17.41, et seq., Texas Business and Commerce Code.**

This law protects consumers against false, misleading, or deceptive trade practices, including unconscionability and breach of warranty. It prohibits, among other practices:

- a. Misrepresenting or causing confusion or misunderstanding as to source, sponsorship, approval, or certification of goods or services or affiliation, connection, or association with another;
- b. Misrepresenting agreements to confer or involve rights, remedies, or obligations, which they do not have or involve, or which are prohibited by law;
- c. Mislabeling goods or services;
- d. Knowingly making false or misleading statements of fact concerning the need for parts, replacement, or repair service;
- e. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;
- f. Taking advantage of a disaster declared by the governor under Chapter 418, Government Code, by selling or leasing at an exorbitant or excessive price, or demanding an exorbitant or excessive price in connection with the sale or lease of, fuel, food, medicine, or another necessity.



For a complete listing of specific instances that constitute false, misleading or deceptive acts or practices, see Section 17.46(b)(1) -- (25). In addition, see Section 17.50(a).

The Act provides that a consumer who is damaged by such unlawful practices may recover economic damages, injunctive relief, other equitable orders, and attorney fees. If the illegal acts are committed knowingly or intentionally, the aggrieved consumer may obtain mental anguish and additional damages not to exceed three times economic and mental anguish damages. See, Section 17.50.

## **2. Home Solicitation Contracts -- § 39.001, Texas Business & Commerce Code**

This Act regulates the home solicitation industry. It requires specific language to be included in contracts and notices of cancellation. A buyer has the right to cancel a home solicitation contract until midnight of the **third business day** after the day on which the buyer signs the agreement. If a seller fails to give a buyer notice of the right to cancel the contract, until the seller has complied, the buyer may cancel.

## **3. Rescission**

A contract may be rescinded if all parties consent. In addition, the following are other possible bases for rescission:

- a. Mistake;
- b. Duress;
- c. Fraud;
- d. Undue influence;
- e. The consideration for the obligation fails; and
- f. The consideration is void.

Rescission is also allowed if the contract is unlawful or if the public interest will be prejudiced by permitting the contract to stand. See, Section 2.209, Texas Business & Commerce Code.



## **B. Texas Insurance Code**

Many flood insurance claims are governed by federal law. However, the conduct of insurers and adjusters may still be subject to prohibitions under state law. A consumer with insurance questions should contact an attorney who specializes in insurance claims. Under state law, a consumer may have protections against unfair settlement practices, misrepresentations, delays in claims handling, and denial of claims. A consumer may be able to recover policy benefits, other actual damages, interest, penalties, and attorney's fees. If the insurer or adjuster knowingly or intentionally engaged in unfair insurance practices, the consumer may potentially recover mental anguish damages and additional damages.

## **C. Federal Remedies/Truth in Lending Act**

**15 U.S.C. §§ 1601-1641 Regulation Z -- 12 CFR § 226.1 et seq.**

This federal act requires loan and credit providers of transactions involving four or more installment payments, to provide specific loan disclosure statements to the borrower. It provides for a three-day rescission period and damages for violations of this Act. In addition, violations of the disclosure requirement may extend the rescission period up to three years from the time of consummation of the loan.

## **D. Common Law Remedies**

Other remedies include the traditional common law remedies of **fraud in fact** and **fraud in the inducement**. The first involves contracts, which are signed because of misrepresentation of the contents. A deed transferred because of fraud is void and the title remains in the grantor. The second involves a document whose contents the signer knows, however, s/he is forced to sign it without proper consent. This type of contract is voidable. **Forgery** is where a person falsely signs a document or tricks someone into signing a document. Such documents are void.

# **III. MISCELLANEOUS CONSUMER ISSUES**

## **A. Home Repair Problems**

Abandonment and shoddy work problems with home repair contractors are frequent during a disaster. At a minimum, homeowners should check license status, the local Better Business Bureau, and references prior to signing a contract. Homeowners may also contact the Texas Office of the Attorney General, Consumer Division, at 1-800-337-3928, to determine whether



there are any complaints on file in the State of Texas. Homeowners with complaints about a contractor's performance should file a complaint with the Texas Office of the Attorney General, Consumer Division, with the local Better Business Bureau and with the contractor's bonding company. In addition, homeowners should consult an attorney for advice regarding the advisability of filing a civil damages action.

### **B. Mechanics' Liens**

If a homeowner fails to pay for repair work which the contractor claims to have satisfactorily completed, the contractor may file a mechanics' lien by the 15th day of the third calendar month after the debt accrues. See, Section 53.001, Texas Property Code.

### **C. Storage Companies**

Storage companies must be bonded and a consumer should confirm bond information with the bond company before choosing a storage company. See, Section 59.001, Texas Property Code.

### **D. Insurance Problems**

After a hurricane or flood, consumers may have claims for damage to their homes, cars, or other personal property. The Federal Emergency Management Administration provides these tips for consumers after a flood:

Flood dangers do not end when the water begins to recede. Listen to a radio or television and don't return home until authorities indicate it is safe to do so. Remember to help your neighbors who may require special assistance -- infants, elderly people, and people with disabilities.

Texas standard homeowners policies exclude coverage for damage caused by hurricanes and flooding. Consumers should determine whether they have flood insurance through a separate policy under the federal National Flood Insurance Program. Flood policies are commonly required in flood-prone areas. These policies may be issued directly by the federal government, by the same insurer that issued the homeowners policy, or by another insurer. Consumers may want to call their insurance agents to determine whether they have flood coverage. A consumer who has flood insurance may be contacted by an adjuster who works for and is paid by the flood insurer. The consumer may also be contacted by a "public adjuster" who will help the consumer prepare a claim. Public adjusters typically charge the consumer a fee based on the amount of the consumer's claim.



A good public adjuster can help a homeowner determine the amount of the loss and obtain the maximum the homeowner is entitled to under the policy. Unscrupulous adjusters improperly recommend contractors to make repairs. Homeowners should always hire contractors independently of the adjuster. Contracts must include a 72-hour right to cancel. With either type of adjuster, the consumer should get everything in writing. With a public adjuster, the consumer should check with the Better Business Bureau before hiring the adjuster.

If the homeowner's loss is covered by the National Flood Insurance Program, there is a strict deadline that requires that a proof of loss form be filed within 60 days of the flood. The insurer and adjuster cannot extend this deadline. Failure to meet this deadline may bar the consumer's claim.

Consumers may have coverage for automobile damage under their auto policies. The insurer has certain contractual and statutory deadlines to acknowledge, investigate, accept or reject, and pay the claim. These deadlines are stated in the policy and in article 21.55 of the Texas Insurance Code. These deadlines are extended in the event of a weather-related catastrophe or major natural disaster.

The Texas Department of Insurance is available to provide help. The Texas Department of Insurance's role in a disaster is to do everything possible, within the scope of its authority, to assure that policyholders receive prompt, fair and responsive service from their insurance companies. This includes assisting storm victims in locating their companies and offering consumer counseling to those who need help in filing claims and in understanding their rights and insurance coverages. For information and to file complaints, call the Texas Department of Insurance at 1-800-252-3439.

In addition, if problems arise that cannot be resolved directly with the adjuster, the insurer, or through TDI, the consumer should contact an attorney who is an insurance specialist immediately.

## **E. Phony Charities**

Door-to-door and telephone solicitations from charities without identification are frequent after a disaster. Avoid "(900)" phone number donations and contact the Texas Office of the Attorney General, Charitable Trusts Division, to check if a charity is registered and legitimate. The local District Attorney's Office may be aware of fraudulent schemes as well.



## **F. Attorney Solicitations**

The State Bar of Texas strictly prohibits attorneys from soliciting clients in person or by phone. Complaints against attorneys may be filed by calling the State Bar Barratry Hotline at 1-800-633-6630. Before hiring an attorney, individuals can call the State Bar Membership Records Department at 1-800-204-2222, extension 1383, to obtain public information about the attorney, including any discipline history. The State Bar can also provide phone numbers of current State Bar-certified lawyer referral services; call 1-800-252-9690.

## **G. Powers of Attorney**

Consumers should avoid individuals who promise to obtain disaster relief if they sign a Power of Attorney form. In past disasters, these persons typically obtained benefits and then kept all or a large portion for themselves. FEMA does not authorize or license persons as intermediaries.

## **H. Identity Theft**

Identity theft is a growing problem that may be exacerbated by a disaster. The following are steps that may be taken by consumers to help resolve issues raised by identity theft:

(1) File a report with the local police or police where the identity theft occurred. Obtain the police report number or a copy of the police report for your files (some companies may require it to process your notice of identity theft). Effective September 1, 2005, Texas law requires peace officers to prepare a written report whenever a consumer alleges he or she is a victim of identity theft, and to provide you with a copy of that report if you request it.

(2) Obtain and complete a copy of the Federal Trade Commission Identity Theft Affidavit. The Affidavit is accepted by: the three major credit bureaus, participating credit issuers, and most major financial institutions. It is available online at [www.consumer.gov/idtheft/affidavit.pdf](http://www.consumer.gov/idtheft/affidavit.pdf).

(3) Contact the fraud departments of any one of the three major credit bureaus, and ask them to place a fraud alert on your account. The fraud alert asks creditors to contact you before they open any new accounts or make any changes to your current accounts.

Equifax Experian TransUnion

P.O. Box 740241 P.O. Box 2104 Fraud Victim Assistance Division

Atlanta GA 30374-0241 Allen TX 75013 P.O. Box 6790



(800) 525-6285 (888) 397-3742 Fullerton CA 92634

[www.equifax.com](http://www.equifax.com)

[www.experian.com](http://www.experian.com) (800) 680-7289

[www.tuc.com](http://www.tuc.com)

As soon as the credit bureau confirms your fraud alert, the other two credit bureaus will be automatically notified to place fraud alerts. You may then request a free copy of your credit report from all three. You may also request that a Texas Security Freeze be placed on your credit account. If a freeze is placed on your file, the credit bureau may not release your file without your express consent (there are a few exceptions to this prohibition). Note: To obtain a Texas Security Freeze, you must make your request by Certified Mail, include a copy of the police report, and provide proper identification.

(4) If another person is arrested and falsely uses your name or personal information, have your information expunged from the arrest record by contacting the Texas Department of Public Safety (512-424-5258).

(5) For any accounts that have been fraudulently accessed or opened:

Contact the security department of the appropriate creditor or institution;

Close the account (and perhaps all accounts);

If necessary, open new accounts;

Use passwords to access those accounts (not a maiden name or SSN). Where appropriate, request that they cease reporting the information.

(6) File a complaint with the Federal Trade Commission, which maintains a database of identity theft cases used by law enforcement agencies.

Federal Trade Commission  
Identity Theft Clearinghouse  
Federal Trade Division  
600 Pennsylvania Avenue NW  
Washington DC 20580  
[www.consumer.gov/idtheft/](http://www.consumer.gov/idtheft/)



## **FEMA BENEFITS: INDIVIDUALS AND HOUSEHOLD PROGRAM (IHP)**

*by Partnership for Legal Access*

Information from FEMA's Help After a Disaster:  
Applicant's Guide to the Individuals & Households Program

### **IHP Generally**

**Q.** What are the primary benefits available from FEMA under the Individuals and Households Program (IHP)?

**A.** From the FEMA website: When disasters take place, the IHP provides money and services to people in the disaster area when losses are not covered by insurance and property has been damaged or destroyed.

IHP is designed to help with critical expenses that cannot be covered in other ways.

### **Money received from IHP:**

Must be used for eligible expenses only, as identified by FEMA. If you do not use the money as explained by FEMA, you may not be eligible for any additional help and may have to give the money back;

Is usually limited to up to 18 months from the date the President declares the disaster;

Does not have to be repaid;

Is tax-free;

Is not counted as income or a resource in determining eligibility for welfare, income assistance, or income-tested benefit programs funded by the Federal government;

Is exempt from claims of creditors, such as garnishment, seizure, encumbrance, levy, execution, pledge, attachment, release, or waiver; and

May not be reassigned or transferred to another person.



### **Other cautions:**

You must keep receipts or bills for 3 years to demonstrate how all of the money was used in meeting your disaster-related needs

Before you begin any repairs, check with your local building department to find out what local permits or inspections are required.

### **IHP Limitations**

Q. What are the limitations of the IHP?

A. IHP has the following limitations:

You must meet specific eligibility conditions to qualify for help. IHP will not cover all of your losses from damage to your property (home, personal property, household goods) that resulted from the disaster. IHP is not intended to restore your damaged property to its condition before the disaster. In some cases, IHP may only provide enough money, up to the program limits, for you to return an item to service. IHP does not cover business-related losses that resulted from the disaster. IHP cannot provide money to you for losses that are covered by your insurance. While some money is available through IHP, most disaster aid from the Federal government is in the form of loans from the Small Business Administration (SBA) that must be repaid. Applicants to IHP may be required to seek help from SBA first, before being considered for certain types of IHP help. IHP money may not be spent to cover utilities or other expenses incurred from staying with relatives or friends.

### **Types of IHP Benefits**

Q. What types of benefits are available under the IHP?

A. The following types of assistance are available through the IHP:

Temporary Housing (a place to live for a limited period of time): Money is available to rent a different place to live, or a government provided housing unit when rental properties are not available.

Repair: Money is available to homeowners to repair damage from the disaster that is not covered by insurance. The goal is to make the damaged home safe, sanitary, and functional.



**Replacement:** Money is available to homeowners to replace their home destroyed in the disaster that is not covered by insurance. The goal is to help the homeowner with the cost of replacing their destroyed home.

**Permanent Housing Construction:** Direct assistance or money for the construction of a home. This type of help occurs only in insular areas or remote locations specified by FEMA, where no other type of housing assistance is possible.

**Other Needs:** Money is available for necessary expenses and serious needs caused by the disaster. This includes medical, dental, funeral, personal property, transportation, moving and storage, and other expenses that are authorized by law.

## **Eligibility**

**Q.** Who is eligible for money or help for Housing Needs the result of a disaster?

**A.** Generally, all the following must be true:

You have losses in an area that has been declared a disaster area by the President. You have filed for insurance benefits and the damage to your property is not covered by your insurance. You may be eligible for help from IHP to repair damage to your property. You or someone who lives with you is a citizen of the United States, a non-citizen national, or a qualified alien. Your home is in an area that has been declared a disaster area by the President. The home in the disaster area is where you usually live and where you were living at the time of the disaster. You are not able to live in your home now, you cannot get to your home due to the disaster, or your home requires repairs because of damage from the disaster.

**Q.** Who is eligible for money or help with Other than Housing Needs the result of a disaster?

**A.** Generally, all the following must be true:

You have losses in an area that has been declared a disaster area by the President. You have filed for insurance benefits and the damage to your property is not covered by your insurance. You may be eligible for help from IHP to repair damage to your property. You or someone who lives with you is a citizen of the United States, a non-citizen national, or a qualified alien. You have necessary expenses or serious needs because of the disaster. You have accepted



assistance from all other sources for which you are eligible, such as insurance proceeds or SBA loans.

Q. Who is generally not eligible for IHP assistance ?

A. Generally a person may not be eligible for money or help from IHP if:

You have other, adequate rent-free housing that you can use (for example, rental property that is not occupied). Your home that was damaged is your secondary or vacation residence. Your expenses resulted only from leaving your home as a precaution and you were able to return to your home immediately after the incident. Your losses are covered by insurance or you have refused assistance from your insurance provider(s). Your only losses are business losses (including farm business other than the farmhouse and self-employment) or items not covered by the IHP program. The damaged home where you live is located in a designated flood hazard area and your community is not participating in the National Flood Insurance Program. In this case, the flood damage to your home would not be covered, but you may qualify for rental assistance or items not covered by flood insurance, such as water wells, septic systems, medical, dental, or funeral expenses.

### **Types of Losses Eligible for IHP Money**

Q. What types of losses are eligible under the IHP?

A. The IHP only covers the repair or replacement of items that are (1) damaged as a direct result of the disaster and (2) are not covered by insurance.

**Housing Needs:** Money to repair your home is limited to making your home safe and sanitary so you can live there. IHP will not pay to return your home to its condition before the disaster. Repairs or rebuilding may not improve your home above its pre-disaster condition unless such improvements are required by current building codes.

### **Types of eligible losses include:**

**Home Repair:** Money, available to homeowners, to address the cost of labor and materials for repairs to your home to make it safe, sanitary and/or functional, such as windows, doors, walls, septic system, heating, gas and electrical systems.

**Housing Assistance:** Help with the cost of disaster-related housing needs.



**Permanent Housing:** Due to a lack of rental resources, the infeasibility of home repair and replacement housing assistance and the lack of available building contractors in your area, FEMA will have your home rebuilt.

**Rental Assistance:** Money to address the cost of renting another place to live. For homeowners, this money may be provided in addition to Home Repair, if needed.

**Replacement Housing:** Money to help with the cost of replacing your home, up to the limits allowed by law, because it is not safe, sanitary, and/or functional.

**Transient Accommodations:** Money to address the cost of temporary lodging expenses (hotel or motel) related to the disaster.

**Personal Property and Other-than-Housing Needs:** Money to repair damaged personal property or to pay for disaster-related necessary expenses and serious needs is limited to items or services that help prevent or overcome a disaster-related hardship, injury, or adverse condition. IHP will not pay to return or replace your personal property to its condition before the disaster.

**Types of eligible losses include:**

**Dental:** Money to address the cost of dental treatments due to dental injuries received during the disaster.

**Medical:** Money to address the cost of medical treatment or the purchase of medical equipment required because of physical injuries received as a result of the disaster.

**Funeral:** Money to address the cost of funeral services, burial or cremation, and other funeral expenses related to a death caused by the disaster.

**Personal Property:** Money to address the cost of repairing and/or replacing disaster-damaged items, such as furniture, bedding, appliances, clothing, educational supplies (computers, school books).

**Vehicles:** Money to address the cost of repairing and/or replacing your vehicle that is no longer usable because of disaster-related damage.



Moving and Storage: Money to address the costs of moving and storing personal property from the disaster-damage dwelling to avoid additional disaster-related damage.

Other: Money to address the cost of other specific disaster-related needs approved for the disaster.



## **REPLACING LOST DOCUMENTS**

*by Partnership for Legal Access*

### **Bank Records**

Banks are required to have emergency plans for all disasters. They have back-up systems for records, kept in safe locations so that records can be reconstructed/restored. If you need more information about banks, call the Federal Deposit Insurance Corporation (FDIC) hotline: 1-877-ASK- FDIC (275-3342).

### **Immigration Documentation**

You can ask for replacement documentation forms. They are available in local US Citizenship and Immigration Services Offices.

### **Medicare and Medicaid Cards**

You can ask for replacement cards at the Medicaid office in the state where it was issued. You can also request a new card at: <https://S044a90.ssa.gov/apps6a/IMRC/main.html>. If you need immediate proof of your coverage, visit your nearest Social Security office. Call 1-800-722-1213 for the office nearest you.

### **Social Security Cards**

Complete an Application for a Social Security Card, Form SS-5. It can be downloaded at: [www.ssa.gov/online/ss-5.html](http://www.ssa.gov/online/ss-5.html). You can also call 1-800-722-1213, or visit your local Social Security office.

### **United States Passport**

To replace a United States Passport, call 1-877-487-2778 or 1-888-874-7793, or go to [www.travel.state.gov/passport](http://www.travel.state.gov/passport).