

STATEMENT  
OF  
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BEFORE  
THE  
HOUSING AND INSURANCE SUBCOMMITTEE  
FINANCIAL SERVICES COMMITTEE  
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“Flood Insurance Reform: A Community Perspective”

Submitted by

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## **INTRODUCTION**

Good afternoon Chairman Duffy, Ranking Member Cleaver, and Members of the Subcommittee. My name is Melissa Luckman and I am the Director of the Touro Law Center's Disaster Relief Clinic. My Clinic is State funded through the Social Services Block Grant (SSBG), which provides all *pro bono* legal services to Superstorm Sandy Survivors. While we assist with homeowners with various categories of assistance, flood insurance has always been our primary focus. I want to thank you for the opportunity to testify about the National Flood Insurance Program and provide suggestions for reform as we quickly approach the September 2017 expiration of this program.

## **TOURO LAW CENTER DISASTER RELIEF CLINIC BACKGROUND**

Within three days of Sandy, the Touro College Jacob D. Fuchsberg Law Center established a help center for Sandy victims in need of legal services through its Sandy Hurricane Emergency Assistance and Referral Team hotline. It was launched by the Touro Law Center together with partners the Suffolk County Bar Association, the Disaster Relief Law Center "You. Me. We." and the student Disaster Relief Network. The hotline has grown and evolved into a full service legal Clinic to address the changing needs of Sandy survivors since the storm. The Clinic stands as a voice for victims, a support system for those who feel helpless and need guidance, a community resource and an agent of change.

The mission of the Clinic is to assist Sandy-affected New York households with a focus on Nassau and Suffolk Counties. The Clinic assists clients with various legal issues and disputes, which include: (1) Flood insurance or homeowner insurance underpayments or denials of coverage; (2) Contractors who misappropriated funds or incorrectly performed contracted services; (3) FEMA recoupments of Individuals and Households Program (IHP) benefits; (4) Assistance with the NY Rising Program and NY Rising recoupments; (5) Working with policymakers to positively reform the flood insurance program; and (6) Assistance with the FEMA Sandy Claims Review Process. The Disaster Relief Clinic is one of its kind, helping thousands in need. To date we have spoken with over 5,000 households and represented over 1,400 homeowners with various Sandy issues.

As I previously mentioned, while our Clinic provides legal assistance to all Sandy survivors, our main focus has been assisting homeowners navigate through the National Flood Insurance Program and flood claim submissions. We have provided assistance to homeowners with supplemental insurance claims, flood insurance Appeals, flood insurance litigation, and most recently, assistance with the FEMA Sandy Claims Review Process.

To date we remain the only New York non-profit who filed ten (10) federal lawsuits against the NFIP and various Write Your Owns (WYOs), all of which have settled in excess of \$1.28 million dollars for our clients.

On April 28, 2015 the Touro Law Center Disaster Relief Clinic was invited to Washington D.C. to participate in the first meeting of the Sandy Task Force to examine problems within the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP)

arising in the wake of Superstorm Sandy and develop recommendations for short and long term reform.

As a result of the Task Force meeting, FEMA created a Sandy Claims Review Process, which the Clinic played an integral role in representing the voices of the homeowners and a non-profit Clinic. To date we are representing 90 Sandy victims through the claims review process, which has netted over \$1.5m dollars for our clients. We still have 40 open cases for FEMA review which will be presented to a Third Party Neutral and continue to take on new cases.

We have been fortunate to having a professional working relationship with Roy Wright, Deputy Associate Administrator for Insurance and Mitigation, and his predecessor Brad Keiserman, along with the Sandy Transformation Staff. While flood insurance proceeds are now being paid out to homeowners four-and-a-half (4 ½) years post-Sandy, my involvement and understanding of the NFIP has exposed administrative issues within the NFIP along with necessary policy reform.

### **PROPOSALS FOR NFIP REAUTHORIZATION**

First and foremost, I would like to state that I do believe the NFIP should be reauthorized, as it provides a valuable subsidized flood insurance policy to thousands of homeowners in the United States. *However*, there must be significant reform to ensure the program functions in a more efficient manner than it does today.

The greatest lesson learned from my involvement with flood insurance claims, is the simple concept of “*Getting it Right from the Start*”. As flooding is one of the most costly natural disasters, and unfortunately, floods are becoming a common event, it is imperative that we shift our focus from reactive response to proactive education and response to ensure a full and complete recovery, to create a more sustainable future not only for our Country, but also for the National Flood Insurance Program.

As the NFIP underwrites and bears all risk related to all NFIP policies, the NFIP should be permitted to enforce stricter guidance and requirements among those participating actors. The relationship between the NFIP and WYOs indirectly afford private companies sovereign immunity, and in return, there should be stricter oversight and regulations to participate in the sales of a government product.

My proposals for reauthorization are as follows:

I. **STANDARDIZED EDUCATIONAL REQUIREMENTS FOR ALL ACTORS CONNECTED TO AN NFIP POLICY TO RESOLVE THE ISSUE OF TRAINING DISPARITY**

First, I believe there should be standardized requirements of education and/or certification for all actors connected to an NFIP policy, which would include the WYO staff adjusters, independent adjusters, engineers, as well as the sales agent. All aforementioned actors play a key role in the sales and administration of an NFIP policy, yet different educational requirements are set forth for all actors. The NFIP should establish additional education requirements beyond the current

minimum and develop an ongoing continuing education requirements for *all* agents, adjusters and engineers who will touch an NFIP flood policy and/or claim.

Sales agents are trained to tell policyholders what will be covered for a flooding event, however adjusters actually scope and value a claim. Additionally, engineers are hired to inspect claims which most often include the most expensive and costly repair damage from a flooding event—that being the foundation. Just as there are NFIP Certified Adjusters, there should be NFIP Authorized Agents, and Engineers.

Based upon information and belief, the research I have done reveals that the only requirements for education are as follows: (1) Sales Agents must attend a one-time, three-hour flood training to allow them to sell a NFIP policy; and (2) Independent Adjusters (IA) must attend an annual NFIP one-day certification, to remain eligible to adjust NFIP claims, and (3) Engineers must be licensed in the State which suffered a flooding event.

In the time of major disaster as we saw post-Sandy, there is a great need for additional adjusters and engineers to ensure timely adjusting of claims. However, it was quite evident that many adjusters and engineers did not possess the requisite knowledge and experience to handle NFIP flood claims of such magnitude.

As set forth by William Craig Fugate, former Administrator of the Federal Emergency Management Agency, in his Fiscal Year 2015 Report to Congress, FEMA recognizes that at any particular time there is a limited pool of available certified adjusters and has identified several ways to manage strained NFIP certified adjuster resources in large events: (1) FEMA authorizes emergency adjuster certification for WYO companies and independent adjusting firms by conducting additional adjuster certification workshops in the affected areas; (2) *FEMA may provide a limited waiver and allow adjusters with expired certifications to adjust flood claims for a limited period of time.*

In September 2016, the National Advisory Council (NAC) made a similar recommendation to FEMA indicating that:

“A key component of a successful flood insurance program is to maintain the confidence of survivors. This is accomplished by ensuring that adjusters have the training and tools to handle claims in a just-in-time environment. FEMA should implement enhanced standards and guidance for all levels of adjusters resulting in a new FEMA-administered certification program for flood insurance adjusters to raise the level of practice within the adjuster community and standardize adjusting practices after a flood event.”

It is neither sufficient nor efficient to have WYOs hosting their own training and educational events. As has been noted by the U.S. Government Accountability Office (GAO), there must be additional oversight by FEMA over the WYOs. By requiring FEMA administered education and certification, this would ensure adjuster compliance with FEMA requirements. This would also create standardization within the NFIP among its numerous WYO partners, participating agents, adjusters and engineers.

As also set forth by the NAC, there are currently no testing requirements for adjusters. FEMA should conduct regular evaluations and testing of adjusters employed by WYO companies to ensure they maintain standard competencies over time as part of the certification and renewal process.

Quite candidly, I would like to advise the members of the subcommittee that I personally attended the February 2017 NFIP Adjuster Certification in Iselin, New Jersey. While the phrase “policyholder centric” is continuously stated, so are phrases such as “if an item can get wet, how is it ruined by flood waters?”. There is an obvious distinction between an item that can get “wet” and one that is destroyed by storm waters.

The current certification courses taking place are hosted by H2O Partners Inc. H2O Partners, Inc. (H2O), a Texas Historically Underutilized Business (HUB), and Women’s Business Enterprise (WBE), was formed in 2001 by Jo Ann Howard, former Federal Insurance Administrator at FEMA. According to their website, H2O Partners, Inc. was selected to provide training for the National Flood Insurance Program beginning in 2008.

The Adjuster Certification courses should also include construction professionals, and the presence of FEMA personnel. As these Certification courses are already taking place, there is no reason why agents, in-house adjusters, and engineers should not also be required to attend and ensure they are acting in compliance with the NFIP. An alternative to hosting live events would be the use of webinar presentations to ensure that one message in solidarity from FEMA is being set forth.

Standardized and continued educational requirements for all engaged Actors, would implement quality control among those participating in the NFIP.

## II. **IMPROVED REQUIREMENTS AT THE INCEPTION OF A NFIP POLICY**

Next, I believe there needs to be additional requirements of policyholder acknowledgment and inspection at the inception of an NFIP policy.

*First let’s discuss improved disclosure requirements* which would act as a safeguard for the sales agent, the NFIP and the policyholder. In the wake of Sandy, policyholders voiced a host of complaints with regard to their flood insurance coverage; more specifically, the coverage they actually had versus the coverage they believed they had.

Those areas of dispute which were most commonly expressed were: (1) the ‘advice’ of an agent to carry a structure policy of \$250,000 when in fact the homeowner did not have a mortgage or a mortgage of under \$250,000; (2) the lack of contents coverage; (3) the limitation of a basement.

Quite often, policyholders who could barely afford their premiums, felt the cost was not worth the coverage. This was often the case for homeowners who paid premiums for maximum coverages, when in fact there would never be the opportunity for that homeowner to collect their maximum policy of insurance proceeds. These issues resulted in lawsuits against the NFIP as well as against Sales Agents, which can be avoided.

A simple solution to these issues is a requirement that all NFIP policies must be accompanied by an Acknowledgement which **must be executed by the policyholder and the sales agent**, at the inception of a policy which states in plain language as follows:

- (1) I, *Policyholder*, understand and acknowledge that I do/do not have a mortgage on the property I am seeking to insure, and understand that unless I have a mortgage of \$250,000 that I **am not required** to carry \$250,000 in structure coverage.
- (2) I, *Policyholder*, understand and acknowledge that contents coverage is an optional coverage, which has been discussed in detail with my Sales Agent, and that I have chosen to accept/reject contents coverage.
- (3) I, *Policyholder*, understand and acknowledge that based upon the description of my property/submission of photographic documentation, which has been reviewed with my Sales Agent, that I do/do not have a basement, and that there are limitations on coverage in a basement.

This point also refers back to the need for standardized education so that Agents can provide accurate and the most updated information at the time a policyholder takes out a flood insurance policy.

As policyholders have taken part in policy renewals since Sandy, we have also spoken with many homeowners who continue to express frustration with the Homeowner Flood Insurance Affordability Act (HFIAA) annual surcharge. The amount of the HFIAA surcharge, among other items, is dependent upon the use of the insured building with a focus on Primary Residency. The current surcharge for a policy on an insureds primary residency is only \$25, while the surcharge for secondary and other properties is \$250.

In accordance with the report of the December 2015 Annual Report of the Office of the Flood Insurance Advocate, upon policy renewal policyholders are required to verify the structure is their primary residence by supplying an insurer with supporting documentation. Notification is sent to the policyholder by the insurer at least 90 days prior to the policy renewal date. If the documentation is not sent back to the insurer verifying it is a primary residence, the default assumption is that the structure is not a primary residence and the policyholder will be charged a \$250 surcharge on the policy renewal invoice. This issue is exacerbated when the mortgagee pays the renewal premium for the higher amount, which causes an imbalance in the policyholder's escrow account, and may be difficult to be refunded once the policyholder submits the appropriate documentation to the insurer. This issue is likewise exacerbated post major disaster when a policyholder may completely lose their home, or not have access to their home for a prolonged period of time.

While FEMA has taken steps to communicate this information through the WYO insurance companies, and has updated training materials, it appears that the issue of Primary Residency should also be included on the executed Acknowledgement form previously discussed at the time of inception of the policy. Furthermore, the current assumption should be reversed, and brought in-line with a "policyholder centric" mentality, to assume that the information signed and

provided at the time of policy inception is correct and has gone unchanged, and that the property remains the policyholder's primary residence. The Acknowledgment could state as follows:

(4) I, *Policyholder*, understand and acknowledge that the property I am insuring is/is not my Primary Residence, and that my HFIAA surcharge will be assessed in accordance therewith.

*Next, let's discuss the necessity for a baseline photographic inspection* which should take place at the inception of an NFIP policy. This pre-inspection affords great benefits to: (1) the NFIP, as they will have an accurate description regarding a covered property; (2) the Agent, as the photographs will substantiate the information on the Declaration Page and executed Acknowledgment previously addressed; and (3) the Policyholder, as they can be sure they are paying a premium based upon an accurate description of their property.

Similar to the issuance of a Homeowners Insurance Policy, there should be **any** type of photographic inspection completed of the property for which flood insurance is being sought to ensure the information set forth in the application is correct. (Description, flood zone, presence of a basement, etc.)

I believe there are various methods which could be employed to fulfill the requirement of photographic inspection: (1) the policyholder can provide a copy of the Homeowners Insurance Inspection Report to the flood agent, which will result in no additional cost to any party; (2) the policyholder can provide a copy of the Appraisal Report which must be obtained in association with a mortgage, which will result in no additional cost to any party; (3) the policyholder can have the option to request a structural engineer inspect the property, which will result in an additional cost to either the policyholder and/or the WYO/NFIP Servicing Agent.

A main concern for flood carriers, mortgage providers, and real estate brokers, would be the potential of a delay an inspection could cause in relation to the purchase of a property. Currently, there is a statutory 30-day wait time for a flood policy to go into effect. However, 42 USC 4013 (c)(2)(A) CFR 61.11(b) allows for next day coverage when initial purchase of a policy is in connection with a mortgage loan transaction. This can be amended to allow for a flood insurance policy to operate in the same manner as a homeowner's insurance policy. For example, when purchasing a property, a buyer must apply for homeowner's insurance policy in advance of closing, however the policy does not go into effect until the closing of the property/mortgage. Flood insurance could operate in the same manner, to prevent any time delays and cause indirect harm to the real estate market.

Currently, if at the time of a loss an adjuster reviews a policy/declaration page and determines it to be incorrect, the adjuster is responsible for advising the underwriting department of the applicable flood insurance carrier. At that time, a correction will be made to the policy. This again integrates human error into the proper description and rating of a policy. A pre-inspection would reduce improperly written policies which is associated with improper premiums.

If the NFIP would agree to pre-inspection prior to issuance of a flood policy it would benefit (1) homeowner who is paying the correct premiums for the proper risk and coverage; (2) the

community as the policyholder could potentially recover from a storm with proper coverage; (3) FEMA, as they will know the true landscape of the structures they are insuring.

Lastly, a pre-inspection could serve as a baseline of the quality of the house, items located within the home, etc. at the time of a storm, which could alleviate the need for a homeowner to photograph an entire loss, or in the case of Sandy piece a crime scene back together four years post-disaster.

### III. CLAIMS & APPEALS PROCESS

*I also believe that a policyholder should have advance notice of the adjuster who is coming to adjust a claim, with an opportunity to “veto” and request re-assignment.* A policyholder should be advised in advance who the adjusting and engineering companies will be who will be assigned to their claim. Thereafter, the homeowner should be afforded a reasonable opportunity to research and investigate that company, with the option to “veto” and request another company be reassigned to their claim.

*From working through Sandy claims, it has become apparent that the requirement for the submission of a Proof of Loss form should be discarded.* The claims process with auto insurance, or homeowners insurance claims (two claims most homeowners are the most familiar) are purely based upon the submission of proof of damages with inspection by the insurance company. Homeowners do not understand how to properly complete a POL, and a proper and timely POL is required as the pre-cursor to filing a lawsuit. As a non-profit who assisted with the submission of these POL forms, we likewise needed the expertise of experienced adjusters to assist with the valuations which must be set forth on the form. Policyholders must of course be required to submit a “proof of damages statement”, as one is required to start the SOL for a lawsuit, however it should be revised so that a policyholder can understand and complete the form without being forced to hire an expert.

*It also became apparent working through Sandy claims, that there should be an extended timeframe for the deadline to submit a Proof of Loss/Statement of damages.* The SFIP provides that policyholders must submit a timely proof of loss as a prerequisite to filing a lawsuit. The proof of loss deadline is sixty days “after the loss” by default under the SFIP, which FEMA may extend. However, in all recent major flooding disasters, there have been extensions of this deadline upon the requests of members of Congress. It is also confusing and frustrating for policyholders to be waiting for FEMA to issue a bulletin allowing an extension. There should be a reasonable time frame, which must be set forth in the SFIP, to allow proper time for a homeowner to inspect his home and determine the proper value and scope of covered damages. Sixty days is an unrealistic time frame for this to occur.

*The Appeals process should be handled by a Neutral arbitrator who is not employed by FEMA.* While the NFIP has made internal improvements post-Sandy and is shifting its operation to be more ‘survivor centric’; based upon the most recently released February 10, 2017 FEMA Sandy Claims Review Division Update, only 412 out of 2,388 files received by the Neutral Review Operations Group have been completed.



The Neutral Review was implemented as an option of last resort if a dispute still existed after a FEMA adjuster reviewed a claim. Those files which have been completed by the Neutral Review Group have already resulted in *additional* payments in excess seven million dollars (\$7,000,000). We must remember, that for our Sandy survivors, a dollar in their pocket today is not equal to a dollar in their pocket immediately post-Sandy.

*Additionally, there should be an extension of the SOL associated with the filing of a lawsuit.* The current one year statute of limitations puts a great burden on homeowners who are in the process of storm recovery. Furthermore, there should be a clear indication of any denial of POL/Statement of Damages which starts the SOL for the time to file a lawsuit. Any denial should clearly state on it *“This is your denial which starts your SOL to file a timely lawsuit”*.

#### IV. **MITIGATION: INCREASED COST OF COMPLIANCE**

By law, FEMA can only provide flood insurance to those communities that adopt and enforce floodplain management regulations that meet or exceed minimum NFIP requirements. As set forth by Mr. Wright in his written testimony before this subcommittee on March 9, 2017, “FEMA studies have found structures built to NFIP standards experience 73 percent less damage than structure not built to these standards; as a result, the standards reduce flood losses by \$1.9billion per year.” It is clear the mitigation is not only important to structures for future resiliency, but is a cost-effective measure for future flood payouts from the NFIP.

As policyholders are already paying a portion of their premium towards Increased Cost of Compliance (ICC) coverage, I believe there are ways to expand the allowable scope of that coverage. The most used current triggers to receive ICC payments are Repetitive loss properties and the determination of Substantial Damage. The current options for use are Elevation, Relocation of property, Demolition, and Floodproofing. The two major costs post-Sandy which homeowners struggled with the most, are (1) accessibility (ramps/elevators) post elevation; and (2) additional costs policyholders face with complying with local building code. I believe these are two very important items policyholders need for recovery, which could be potentially covered through ICC, without the trigger of ‘substantial damage’.

Based upon experience from Sandy, I have also learned that the cost of elevation is well above the \$30,000 provided from ICC. Increasing the amount of ICC, or having the option for homeowners to purchase additional ICC coverage, above the \$250,000 would assist in proper recovery and a resilient future.

#### V. **CHANGES TO THE STANDARD FLOOD INSURANCE POLICY**

A Porch is not defined in the policy, yet it is a covered item as long as it is space under the roof line of the home. This should be added in plain language

Contents: In order to receive money for contents, they must be “properly secured”. After Sandy we saw many personal items in the street, in the water, some washed away, etc. At the adjuster certification presentation it was made very clear that contents which are no longer in the homeowners’ possession would not be compensated. This should be revised to allow

homeowners to establish they owned the property, the doors and/or windows were opened by the storm, and items went missing. If the above can be proven, the items should be reimbursable, as we have been able to secure payments for these items based upon Affidavits in the Review Process, however, it was not working immediately post-storm.

Remove Earth Movement Exclusion: The standard flood insurance policy includes the so-called “earth movement” exclusion, which states that flood insurance policies do not cover damage and loss to property caused by “earth movement,” even if the earth movement was caused by flood. This exclusion has been improperly used as a basis to deny claims filed by many Sandy claimants. If not removed, this exclusion should be clarified in a manner policyholders can understand.

## VI. NATIONAL REGISTRY

Funding a non-profit to create and maintain a registry of all WYO’s, adjusters, engineers, and sales agent who are involved with the NFIP. The database should track involvement which would affect the NFIP, including, associated adjusting companies, # claims completed as well as those which resulted in litigation, professional affiliations, etc.

FEMA has assigned Flood Certification Numbers (FCN) to adjusters, which should also be assigned to Agents and Engineers. The Registry can use FCN’s to easily track all NFIP associated activities.

## VII. LITIGATION COSTS

Policyholders who act in good faith through the submission, and appeals process who are forced to pursue litigation as a result of continued underpayments by the NFIP, should be entitled to reimbursement of legal fees.

In order to qualify, a policyholder should need to establish: (1) they submitted documentation for an initial claim; (2) submitted substantiating documentation for supplemental claim; (3) Pursued Appeal; and was left with no option but to file litigation.

Should that homeowner be successful in litigation, there should be a presumption that the flood insurance company acted in bad faith, and therefore the policyholder should be provided legal fees.

## VIII. WRITE YOUR OWN AND SERVICING PARTNERS FOR NFIP DIRECT

There must be hard penalties put in place for Agencies selling NFIP direct policies or WYO carriers when there is an indication of bad faith, fraudulent activities, over-billing and improper adjusting. In the aftermath of Sandy, homeowners were the only individuals penalized for all the improper adjusting and/or engineering fraud. Not one WYO, Engineering Firm, Adjusting firm, was asked to refund the NFIP based upon their improper work post-Sandy.

First and foremost, FEMA should modify the audit requirement of WYO carriers whereby a penalty is not only charged for overpaying a claim, but a similar penalty is charged for underpaying a claim.

With regard to Hi-Rise Engineering, P.C., the NFIP should not allow any engineer who worked for HiRise and was involved in fraudulent reporting at the time of Sandy to take part in the NFIP. Matthew Pappalardo and HiRise Engineering, P.C. (HiRise) were recently charged with 25 counts of Forgery in the Second Degree, a class D Felony; Pappalardo was also charged with 25 counts of Unauthorized Practice of Engineering, a class E Felony. Notwithstanding evidence that HiRise/Pappalardo purposefully manipulated the analysis of engineers who visited these homes first-hand and then used the conclusions of these reports as the basis to deny homeowners of legitimate claims of damage from the storm, both were recently punished with a ‘slap on the wrist’. HiRise was banned from participating in the NFIP and issued a \$225,000 fine, while Pappalardo was given three years’ probation and a \$10,000 fine.

It is imperative that the NFIP restore the public’s faith in the program, and enforce strict rules and penalties against those who act in bad faith. The risk of “reputational harm” is insufficient.

We found during the review process that many engineers who worked for both above listed companies were hired and affirmed the prior findings of numerous improper and fraudulent reports. In fact, we found evidence that an engineer was hired and reviewed his own report in the review process. Simply put, this cannot continue.

#### **IX. CONGRESSWOMAN VELAZQUEZ LEGISLATION**

I have reviewed the recently introduced legislation by Congresswoman Velazquez , H.R. 1423, the National Flood Insurance Program Reauthorization and Improvement Act of 2017, which calls for many of the items I have discussed here today, such as the Acknowledgements, education for all parties participating in the NFIP, pre-inspections, attorney’s fees, the right to Veto a company as well as the National Registry.

I believe that Congress should pass this legislation or adopt many of these ideas in the final re-authorization bill. This bill and my proposals here today are common-sense reforms which will lead to a stronger and more cost effective NFIP.

#### **X. MANDATORY TIME FOR RE-AUTHORIZATION TO AVOID ‘SHORT-TERM EXTENSIONS’ OR ‘LAPSES’ WITH REPORTING REQUIREMENT**

Mandatory re-authorization should occur every five (5) years. Realistically, reauthorization during a shorter time frame could become a burden on the Government. However, a longer timeframe provides the NFIP with an excessive time period during which Congress would not be permitted to make major changes, outside of legislation.

The NFIP should produce a report for each reauthorization time period reporting to Congress on: number claims, appeals, number of cases which resulted in litigation, statistics per WYO.

## **CONCLUSION**

To summarize my comments here today, I do believe that the NFIP should be reauthorized in a timely manner. I believe the program offers many benefits to policyholders, however there are numerous administrative reforms which should be enforced, as those discussed here today.

“Getting It Right from the Start” is the key which will allow a quicker and stronger recovery as well as a more resilient future.