



# **FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FEDERAL INSURANCE MITIGATION ADMINISTRATION (FIMA) APPEAL DECISION**

*FEMA Flood Insurance Appeal Decision #C13*  
December 18, 2022

## **SUMMARY**

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The policyholder appealed the flood insurance carrier's (hereinafter "insurer") denial of a claim under the Standard Flood Insurance Policy (SFIP)<sup>1</sup> for damages to his property arising on September 2018.

The policyholder files this appeal under 44 C.F.R. § 62.20. The appeals process is available after the insurer issues a written denial, in whole or in part, of the policyholder's claim.<sup>2</sup>

After reviewing the issues, evidence, and relevant authorities, FEMA overturns the insurer's decision.

## **BACKGROUND**

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### **COVERAGE**

The policyholder insures property under the SFIP General Property Form. At the time of loss, the policyholder had \$374,100 of building coverage and \$42,200 of contents coverage.

### **EVENT AND CLAIM FACTS**

Hurricane Florence produced torrential rain, storm surge, and widespread flood damage in North Carolina.<sup>3</sup>

The policyholder notified the insurer of the loss and the insurer sent an adjuster to inspect the damage. The insured property is a multi-storied, elevated building, used for commercial offices. On September 2018, the adjuster inspected the property and measured waterlines of 58 inches on the exterior and 28 inches on the interior. Water remained at the property for approximately 36 hours.<sup>4</sup> The adjuster noted

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<sup>1</sup> See 44 C.F.R. § 61.13 (2017); General Property Form available at 44 C.F.R. pt. 61 App. A (2) [hereinafter "SFIP"].

<sup>2</sup> The policyholder's appeal and related documents concerning the appeal, claim, or policy are on file with FEMA, Federal Insurance and Mitigation Administration, Federal Insurance Directorate, Policyholder Services Division, Appeals Branch [hereinafter "Appeal File"].

<sup>3</sup> See FEMA Bulletin w-18023, (Oct. 9, 2018) (setting Sept. 12, 2018-Oct. 5, 2018, as event dates of loss).

<sup>4</sup> See Appeal File, Adjuster's Final Report.

both the upper-level balcony and the main-level porch were damaged. The adjuster also reported the possibility of additional foundation and structural damages.

Because of concerns that floodwaters may have compromised the foundation or structural supports, insurer retained an engineering consult. The insurer also requested an evaluation of the damage to the main-level porch and upper-level balcony.

On November 2018, the engineer inspected the building and determined hydrodynamic floodwater forces caused damage to the main-level porch, porch roof, upper-level balcony, and foundation structures. The engineer also concluded floodwaters had not caused any scour, erosion, or undermining of the building's foundation.

The adjuster provided the insurer with an estimate which included mitigation services, drywall, sheathing, electrical systems, wood doors and windows, flooring, trim, vanities, and cabinetry. After reviewing the estimate, the insurer issued the policyholder payments of \$148,263.51 for building property and \$22,048.71 for contents.

In a letter to the policyholder dated February 2019, the insurer denied coverage for the porch, writing that it was not covered by the policy.

The policyholder's representative appealed the denial to FEMA in a letter dated April 2019. In support of the appeal, the policyholder submits an engineering statement in support of the claim, a Google picture of the building pre-loss, and a handwritten estimate for the porch repairs.

## ISSUE

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The policyholder is appealing the denial of coverage for the front porch.

## RULES

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The SFIP insures for direct physical loss by or from flood for additions and extensions attached to, and in contact with, the dwelling by means of a rigid exterior wall, solid load-bearing interior wall, a stairway, an elevated walkway, or a roof.<sup>5</sup>

The SFIP requires the policyholder show the insurer or their representative the damaged property.<sup>6</sup>

## ANALYSIS

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The policyholder, through her representative, is appealing the denial of coverage for the front porch.

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<sup>5</sup> See SFIP (III)(A)(3).

<sup>6</sup> See SFIP (VII)(K)(1)(a).

The National Flood Insurance Program (NFIP) Claims Manual states that a porch is covered if it shares a continuous roofline and continuous foundation type with the main dwelling. The NFIP Claims Manual also states porches can be covered if it as an addition or extension attached to and in contact with the dwelling by one of the five means of connection as fully described in the SFIP.<sup>7</sup>

Here, the policyholder submitted an engineering statement indicating the porch structure was constructed on individual brick pier supports. The engineer also determined the porch structure utilized a walkable, flat-roof surface with gutters.<sup>8</sup> The Google picture provided by the policyholder depicts the building prior to the loss. The picture shows the side railings are attached directly to the front rigid exterior wall.

Based upon the policy definition of an addition or extension and the information submitted on appeal, FEMA finds the main-level porch should be considered a building addition and qualifies for coverage.

While the porch is a covered item, it was originally not clear whether the policyholder had prejudiced the insurer's ability to determine the extent of flood-related damages to the porch. The SFIP requires the policyholder show the insurer or their representative the damaged property when requested. FEMA's review of the insurer's engineering report notes the engineer determined that porch had been damaged by hydrodynamic forces, or as the adjuster suggested, wave action. To aid the insurer in properly determining damages, FEMA requested one of its General Adjuster's to conduct a re-inspection of the property.

A General Adjuster reviewed the claim file and confirmed the engineer's findings.<sup>9</sup> The General Adjuster's canvassed the area as part of his investigation. He spoke with a neighbor who presented photos of the building prior to the loss and immediately after the loss. The photographs after the loss showed a large portion of the porch on the neighbor's property. Another portion of the porch was displaced on the insured property, with three of the support pillars on the ground and a single column upholding the balcony roof to prevent its total collapse. The General Adjuster also spoke with the local building inspectors, who had informed the policyholder that the upper portion of the porch was hazardous despite the efforts at temporary shoring.

Based upon the General Adjuster findings and the insurer's engineering report, FEMA is satisfied the policyholder complied with the SFIP. FEMA directs the insurer to review all estimates presented by the policyholder and work towards an additional payment for the porch.

## CONCLUSION

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Based on the facts and analysis above, FEMA overturns the insurer's decision to deny coverage for the porch.

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<sup>7</sup> See NFIP Claims Manual (May 1, 2020).

<sup>8</sup> See Appeal File, Policyholder's Engineering Statement.

<sup>9</sup> See Appeal File, General Adjuster Report.