



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

*FEMA Flood Insurance Appeal Decision #C21*

## **OVERVIEW**

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The policyholders filed an appeal on March 2020, alleging their flood insurance carrier (hereinafter “insurer”) improperly denied part of their claim under the Standard Flood Insurance Policy (SFIP)<sup>1</sup> for damage to covered property arising from a flood event dated September 2019.<sup>2</sup>

In its review, FEMA found the following facts relevant:

- At the time of loss, the policyholders had \$150,000 in building coverage and \$60,000 in personal property coverage.
- Following the flood loss, the policyholders reported the flood loss to the insurer and the insurer assigned an adjuster to inspect the property.
- On September 2019, the adjuster inspected the property and confirmed a general condition of flood existed on the claimed date of loss. The adjuster measured waterlines of 11 inches on the exterior of the building and four inches in the interior of the attached garage.
- The insurer issued the policyholders payments totaling \$11,886.51 for covered building damages and \$5,673.16 for covered personal property damages.
- On October 2019, the policyholders reported damage to the garage door to the insurer. The insurer assigned an adjuster to inspect the damages.
- In a letter dated January 2020, the insurer issued a letter to the policyholders denying coverage for the garage door citing no direct damage by or from flood.
- The policyholders appeal the insurer’s denial of coverage for replacement of the garage door.
- In support of their appeal, the policyholders include a contractor’s estimate for replacement of the garage door, paid receipt, and photographs. Because this information does not respond to the insurer’s reason for denial, FEMA’s decision is based on the documentation in the claim file.

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<sup>1</sup> See 44 C.F.R. § 61.13 (2018); Dwelling Form available at 44 C.F.R. pt. 61 App. A(1) [hereinafter “SFIP”].

<sup>2</sup> The policyholders file 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 policyholders’ claim. The policyholders’ 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”].

## RULES

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The insurer agrees to pay the policyholders for direct physical loss by or from flood to covered property, provided the policyholders comply with all terms and conditions of the SFIP.<sup>3</sup>

The SFIP requires the policyholders to submit directly to the insurer, a signed and sworn proof of loss with documentation that supports the loss and the dollar amount requested.<sup>4</sup>

## ANALYSIS

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On appeal, the policyholders request coverage for the replacement of the garage door.

The insurer agrees to pay the policyholders for the direct physical loss by or from flood to covered property. The SFIP requires the policyholders to submit directly to the insurer, a signed and sworn proof of loss with documentation that supports the loss and the dollar amount required.

Here, the policyholders state the door framing's swelling caused the track to pinch the rollers as the electric opener lowered the door, damaging the door. The policyholders' contractor's estimate includes a statement that the door was damaged due to the shifting of the door framework. The contractor's statement does not describe how floodwater created this damage. In support of their appeal, the policyholders provided photographs, but the photographs do not reveal any drywall cracking that shows the framing movement. Due to the contact from flood water, the insurer issued the policyholders payment to replace the lower panel of the garage door, weather stop, insulation kit, and labor for the repair. The adjuster did not indicate any further damage to the garage door from this flood event. The adjuster requested the policyholders provide additional information to explain how the flood caused damage to the garage door. To date, the policyholders have not responded to the adjuster's request. FEMA's review agrees the insurer correctly denied coverage for replacement of the garage door because the documentation provided does not support the claim.

FEMA's review agrees the insurer correctly denied the policyholder's request for additional payment. Based on the documentation in the claim file and without a report from a qualified professional explaining the entire garage door damage being caused by the flood, FEMA finds no reason to overturn the insurer's denial or to direct a re-evaluation.

## CONCLUSION

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Based on the facts and analysis above, FEMA concurs with the insurer's decision to deny coverage for replacement of the garage door.

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<sup>3</sup> See SFIP (I) and (II)(B)(12).

<sup>4</sup> See SFIP (VII)(J)(4)-(5).