



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

*FEMA Flood Insurance Appeal Decision #D11*

## **SUMMARY**

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The policyholder appeals the flood insurance carrier's (hereinafter "insurer") denial of a claim under the Standard Flood Insurance Policy (SFIP)<sup>1</sup> for damages to their property arising in September 2022.

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 affirms the insurer's decision.

## **BACKGROUND**

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### **COVERAGE**

The policyholder insures property under the SFIP Dwelling Form. At the time of loss, the policyholder had \$250,000 of building coverage and \$100,000 of personal property coverage.

### **EVENT AND CLAIM FACTS**

Hurricane Ian produced torrential rain, storm surge and widespread flooding in Florida.<sup>3</sup>

Following the flood event, the policyholder filed a claim for damages with insurer and the insurer assigned an adjuster to inspect the property. The insured property is a two-story, single-family building with a slab-on-grade foundation.

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<sup>1</sup> See 44 C.F.R. § 61.13 (2021); Dwelling Form available at 44 C.F.R. pt. 61 App. A(1) [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-22015 (Oct. 14, 2022) (setting Sept. 26-Oct. 12, 2022, as event dates of loss).

In October 2022, an adjuster inspected the property and confirmed a general and temporary condition of flood existed. The adjuster noted an eight-inch watermark on the exterior of the building and an eight-inch watermark on the interior of the garage. The adjuster could not locate a watermark on the interior of the main building and noted floodwaters were confined to the garage, Florida room, storage room, and game room. The adjuster prepared an estimate with allowances for structural drying, cleaning, mitigation services, and personal property. The adjuster noted some damage from a prior flood loss was not repaired.

The insurer issued the policyholder payment totaling \$5,101.46 for covered building damage and \$1,754.53 for damage to covered personal property.

In a letter dated February 2023, the insurer denied coverage for claimed damages to the interior, personal property damage, and the generator, citing no direct physical loss by or from flood.

The policyholder appeals the insurer's denial. In support of their appeal, the policyholder provides a list of personal property items and photographs.

## ISSUES

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The policyholder appeals the denial of coverage for personal property items and building damages.

## RULES

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The insurer agrees to pay the policyholder for direct physical loss by or from flood to covered property, provided the policyholder complied with all terms and conditions of the SFIP.<sup>4</sup>

In case of loss or request for payment, the SFIP requires the policyholder to provide a signed and sworn-to proof of loss with the documentation that supports the loss and dollar amount requested.<sup>5</sup>

## ANALYSIS

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The policyholder appeals the denial of coverage for personal property items and building damages.

The insurer agrees to pay the policyholder for direct physical loss by or from flood to covered property. During the inspection, the adjuster could not locate a watermark on the interior of the main building and noted floodwaters were confined to the garage, Florida room, storage room, and game room. The adjuster noted the policyholder stated they had photographs showing floodwater inside the main area of the building. However, the policyholder did not provide the photographs to the adjuster.

In support of their appeal, the policyholder provided a list of flood-damaged personal property and undated photographs. FEMA's review of the photographs finds the photographs are not in sync with the

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<sup>4</sup> See SFIP (I), (II)(C)(14).

<sup>5</sup> See SFIP (VII)(G)(3)-(5).

photographs taken during the adjuster's inspection. Many photographs include pictures of containers and boxes, but no identifiable items of property or damage. The photographs also do not document the location of the personal property inside the building.

In case of loss or request for payment, the SFIP requires the policyholder to provide a signed and sworn-to proof of loss with the documentation that supports the loss and dollar amount requested. The policyholder must show the insurer or their representative damaged property.<sup>6</sup> The policyholder must also provide evidence of flood damage to insured property from the claimed date of loss. This evidence must be clear, document where the damaged personal property was located inside the building, and not include evidence of damage from a previous flood loss.

Accordingly, FEMA's review finds the insurer properly denied the policyholder's request for additional payment.

## CONCLUSION

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Based on the facts and analysis above, FEMA concurs with the insurer's decision to deny additional payment to the building and personal property.

If the policyholder believes they are entitled to additional money for damage or loss to insured property, they should submit evidence of their loss that supports their claim directly to the insurer for consideration.

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