



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

FEMA Flood Insurance Appeal Decision #D4

SUMMARY

The policyholder appeals the flood insurance carrier's (hereinafter "insurer") denial of a claim under the Standard Flood Insurance Policy (SFIP)¹ 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.²

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

BACKGROUND

COVERAGE

The policyholder insures property under the SFIP Dwelling Form. At the time of loss, the policyholder had \$250,000 of building coverage and \$55,100 of personal property coverage.

EVENT AND CLAIM FACTS

Hurricane Ian produced torrential rain, storm surge, and widespread flooding in Florida.³

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 rated as a single-family, one-story, dwelling with a slab-on-grade foundation.

In October 2022, an adjuster inspected the property and confirmed a general and temporary condition of flood existed. The adjuster documented a 28-inch waterline on the exterior of the building and a 20-inch

¹ See 44 C.F.R. § 61.13 (2021); Dwelling Form available at 44 C.F.R. pt. 61 App. A(1) [hereinafter "SFIP"].

² 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"].

³ See FEMA Bulletin W-22015 (Oct. 14, 2022) (setting Sept. 26-Oct. 12, 2022, as event dates of loss).

waterline on the interior of the building. The adjuster prepared an estimate with allowances for exterior cleaning, flood loss clean-up, tear out, building dry-out, anti-microbial treatment of the floors, drywall, baseboard trim, doors, cabinets, appliances, electrical panel and breakers, and to clean, regrout, and seal the ceramic tile flooring.

The insurer issued the policyholder payments totaling \$88,026.05 for covered building damages and \$51,403.92 for covered damages to personal property.

In a letter dated March 2023, the insurer denied coverage for replacement of ceramic tile flooring citing no direct physical loss by or from flood.

The policyholder appeals the insurer's denial. In support of their appeal, the policyholder provides the claim timeline, emails, and the tile contractor's repair proposal.

ISSUE

The policyholder appeals the denial of coverage of the ceramic tile flooring.

RULES

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

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.⁵

ANALYSIS

The policyholder appeals the denial of coverage for the ceramic tile flooring.

The insurer agrees to pay the policyholder for direct physical loss by or from flood to covered property. During the inspection, the adjuster found no evidence the subject flood event damaged the ceramic tile floor. FEMA's review of the adjuster's photographs finds the ceramic tile flooring was installed on a concrete slab. According to industry standards, ceramic tiles properly installed in a thin-set mortar on top of a concrete slab with cementitious grout, creates a flood damage-resistant floor assembly.⁶ As harsh as flood water can be, it does not disintegrate the chemical bond from materials within a ceramic floor assembly. If water is trapped underneath the tiles, it is due to a pre-existing condition called "de-bonding" which results in the separation of tiles from the grout or the grout from the concrete. De-bonding of these components can occur from the lack of expansion joints in tile floors around woodwork or within floor areas exposed to higher levels of humidity, sunlight, or heat. When affected by these natural conditions,

⁴ See SFIP (I), (II)(C)(14).

⁵ See SFIP (VII)(G)(3)-(5).

⁶ See FEMA Technical Bulletin 2 – Flood Damaged-Resistant Materials Requirements (Aug. 2008).

wood and ceramic tile can expand. This expansion creates separation of the tile from the thin-set mortar or crack in the tile or the grout.

Other factors that contribute to de-bonding include excess moisture in the concrete slab, an unclean concrete surface at the time of installation, a poor mortar or grout mixture, or the application of semi-dried thin-set mortar. When concrete moves from natural shrinkage or from the long-term effects from settlement, further separation and cracking can develop.

If the surface of ceramic tiles were damaged by sediment that caused abrasions from wave action or velocity flow of floodwater, or if a wood product, other than structural wood framing, is a material component within the ceramic tile floor assembly, consideration for replacement would be justified. Other considerations could be based upon written justification from a local community official or qualified expert regarding pollutant or other type of contamination within the floodwater. FEMA's review finds no such evidence of this floodwater type or exposure to contaminants provided within the appeal file.

In case of loss and request for payment, the SFIP requires the policyholder to provide a signed and sworn-to-proof of loss with documentation fully supporting the claimed amount of loss. In support of the appeal, the policyholder provided the tile contractor's unsigned lump-sum proposal to replace the ceramic tile flooring. The National Flood Insurance Program (NFIP) will not accept a non-itemized, lump-summed, or single-line estimate or invoice in support of a claim.⁷ An unsigned estimate or proposal is not sufficient as a basis for a request for additional payment. FEMA's review finds this material does not prove how a one-time flood event damaged the ceramic tile flooring such as to require replacement. If properly cleaned, regrouted, and sealed, these components would be salvageable following a flood event.

Accordingly, FEMA finds the insurer properly denied coverage to replace of the ceramic tile flooring.

CONCLUSION

Based on the facts and analysis above, FEMA concurs with the insurer's decision to deny payment for replacement of ceramic tile flooring.

⁷ See NFIP Claims Manual, Section 1: SFIP Forms – Dwelling Form, pg. 70 (Oct. 1, 2021).