



FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

FEDERAL INSURANCE MITIGATION ADMINISTRATION (FIMA)

APPEAL DECISION

FEMA Flood Insurance Appeal Decision #D5

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 \$82,000 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 a single-family, one-story dwelling with a slab-on-grade foundation.

In October 2022, the adjuster inspected the property and confirmed a general and temporary condition of flood existed. The adjuster recorded a 37-inch waterline on the exterior of the building and a 10-inch waterline in the interior of the building. The adjuster reported cracking and moisture retention underneath the travertine tile flooring.

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).

The adjuster prepared an estimate with allowances for exterior pressure washing and chemical spray, flood-loss clean-up, mildewcide treatment, building-dry-out, cleaning, regrouting, and sealing the travertine tile floor, replacing wood floor, insulation, drywall, baseboards, doors, base cabinetry, appliances, HVAC condensing units, and electrical disconnects for air conditioning units.

The adjuster requested the insurer retain a state-licensed engineer to investigate the property and determine the cause and extent of damage to the travertine tile floor. In December 2022, the engineer inspected the property and reported the cracking, spalling, and discoloration of the travertine tile flooring was not caused by the flood event.⁴

The insurer issued payment totaling \$149,287.08 for covered building damage and \$25,666.52 for damages to personal property.

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

The policyholder appeals the denial and maintains the travertine tile flooring could not be fully cleaned and has created an unhealthy living environment. In support of the appeal, the policyholder provides the Declarations Page, a flooring contractor's statement, and photographs.

ISSUE

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

RULES

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.⁵

In case of a loss or request for payment, the SFIP requires the policyholder to provide a signed and sworn-to-proof of loss and all bills, receipts, and related documentation fully supporting the loss and dollar amount requested.⁶

ANALYSIS

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

The insurer agrees to pay the policyholder for direct physical loss by or from flood to covered property. The engineer reported the cracked travertine tiles were rounded and worn and indicated a long-term degenerative condition that predated the flood event.

⁴ See Appeal File, Engineer's Report.

⁵ See SFIP (I), (II)(C)(14).

⁶ See SFIP (VII)(G)(3)-(5).

Travertine is a natural stone that is semi-porous. Because of its porosity, travertine flooring is sealed upon installation. Natural stone floors such as travertine also require periodic maintenance to ensure their continued attractive condition. This maintenance includes cleaning and resealing of the finished surface.

Without regular maintenance, the sealed surface on the tiles will wear away from normal foot traffic and allow dirt particles or water to enter the material just below the surface of the tile and potentially cause wear and discoloration. Sealant that is absorbed inside of pores may remain and help prevent the full absorption of dirt particles or water. Restoration of natural stone tile floor can be accomplished by stripping the tile surface of remnant sealant and, prior to resealing, cleaning the surface with a mechanical orbital scrubber. If significant wear of the floor sealant occurred from the lack of routine maintenance, contaminants or chemicals present in water, including solutions used for cleaning the floor, will become partially absorbed in the tile. Contaminants or chemicals in water can interact with minerals in the natural stone and cause permanent discoloration. Without routine maintenance, floodwater inundation can compound a problem otherwise already occurring. Without evidence of the type of change or damage described, natural stone may be salvageable after exposure to floodwater.⁷

The proper scope for travertine floors is to: (1) clean the tile floors, including grout, with an orbital mechanical scrubber; (2) if grout remains discolored, remove the top surface layer with a mechanical or manual tool and vacuum all debris; (3) apply a treatment which will not negatively interact with minerals in the tile to prevent the growth of mold and mildew; (4) dry the tile and grout to flooring industry standards; (5) apply new grout; (6) once grout is cured, apply two or more coats of a sealant to the tile and grout based on manufacturer's specifications. While the floors appeared to require replacement, the policyholder did not provide documentation to support they completed routine maintenance before the date of loss or performed proper floor restoration.

In case of a loss or request for payment, the SFIP requires the policyholder to provide a signed and sworn-to-proof of loss and all bills, receipts, and related documentation fully supporting the loss and dollar amount requested. The policyholders provided an unsigned contractor's statement with photographs that described the condition of the travertine tile flooring and recommended replacement. FEMA's review finds this material does not provide sufficient physical evidence, detailed analysis, technical or scientific data to support the opinion that a one-time flood event damaged the travertine tile flooring. If properly cleaned, regrouted, and sealed, these travertine flooring is salvageable following a flood event.

Based on the information presented, FEMA finds the insurer properly denied coverage for claimed damage to the travertine tile flooring. Without physical evidence, a report or opinion from a comparable expert that contradicts the findings of the insurer's engineer, there is no basis to overturn the denial or instruct the insure to re-evaluate the claim.

CONCLUSION

Based on the facts and analysis above, FEMA agrees with the insurer's decision to deny coverage for the travertine tile flooring.

⁷ See FEMA Technical Bulletin 2 – Flood Damage-Resistant Materials Requirements (Aug. 2008).

FEMA directs the insurer to review the claim and ensure its insurance settlement accounts for the full and proper scope to clean, regrout, seal, and restore the travertine tile floors.