



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

FEMA Flood Insurance Appeal Decision #D7

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 November 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 \$100,000 of personal property coverage.

EVENT AND CLAIM FACTS

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

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

¹ See 44 C.F.R. § 61.13 (2022); 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, Resilience, Federal Insurance Directorate, Policyholder Services Division, Appeals Branch [hereinafter "Appeal File"].

³ See FEMA Bulletin W-22019 (Nov. 17, 2022) (setting Nov. 9 - Nov. 14, 2022, as event dates of loss).

In November 2022, an adjuster inspected the property and confirmed a general and temporary condition of flood existed. The adjuster recorded an eight-inch waterline on the exterior of the building and an eight-inch waterline on the interior of the building. The adjuster prepared an estimate for covered building damages with allowances for flood loss clean-up, HVAC units, structural drying, doors, paint, overhead garage door panels, paneling, trim, garage door panels, HVAC unit, and the water heater.

In December 2022, the insurer issued the policyholder payment totaling \$12,932.89 for covered building damages.

The policyholder submitted a request for additional payment. In March 2023, the insurer issued an additional payment totaling \$10,817.72 for remediation charges, drywall, baseboards, insulation, and a service call for the refrigerator.

In a letter dated April 2023, the insurer denied coverage to replace two overhead garage doors because the adjuster found only the bottom section was directly damaged by flood.

The policyholder appeals the insurer's denial and states the garage door panels are no longer available and the entire door must be replaced. In support of their appeal, the policyholder provides a quote and letter from an overhead garage door company.

ISSUE

The policyholder seeks payment to replace two overhead garage doors.

RULES

The insurer agrees to pay the policyholders for direct physical loss by or from flood to covered property, provided the policyholders complied with the terms and condition of the SFIP.⁴

In case of a 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 seeks payment to replace two overhead garage doors.

The insurer agrees to pay the policyholders for direct physical loss by or from flood to covered property. The adjuster provided allowances to remove and replace the lower panel to each overhead garage door. FEMA's review finds the adjuster did not document how the flood event damaged the lower garage door panels or how an allowance to replace them was necessary and justified over an allowance to clean them. The photographs of the garage door do not show damage that is characteristic of flood and there are no

⁴ See SFIP (I), (II)(C)(14).

⁵ See SFIP (VII)(G)(3)-(5).

signs of rust or corrosion that may have occurred due to flood. One door is dented in the corner; however, the weather stripping and door casing remain undamaged, without any scuffs or dents.

In support of their appeal, the policyholder provided a quote and a letter from an overhead garage door repair company. The letter stated the doors sat under salt ocean water and have 75% rust damage in addition to hurricane damage and needed replacement. FEMA's review finds the letter does not include any photographs to support this statement and does not confirm the extent of damages caused by flood. The letter also does not justify why it is necessary to replace the entire garage doors when the adjuster only found the lower panels were affected by floodwaters.

In case of a 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 and justify the amount claimed. If the policyholder still believes the flood damaged the garage doors, they should provide a second estimate and diagnosis of the garage doors' condition. The diagnosis should describe the damage, as well as the causation, and explain why repairing the lower panels is not possible or economically feasible in comparison to installing new doors. With this documentation the policyholder should attach a signed and sworn to proof of loss form and submit it directly to the insurer for review.

Because the policyholder has not proven the flood directly damaged the garage doors, FEMA finds the insurer correctly denied additional payment to replace the garage doors.

CONCLUSION

Based on the facts and analysis above, FEMA upholds the insurer's decision to deny additional payment to replace two overhead garage doors.