

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
National Flood Insurance Program | Federal Insurance Directorate
Appeal Decision for Appeal D9¹

POLICYHOLDERS: Redacted
POLICY NO.: Redacted

ADDRESS: Redacted
Redacted

BUILDING COVERAGE: \$240,000
PERS. PROPERTY COVERAGE: \$0

DATE OF LOSS: September 2022
DATE OF DENIAL: November 2022

APPEAL SUBMISSION DATE: November 2022
APPEAL ELIGIBILITY DATE: November 2022

PROPERTY DESCRIPTION: One-story, single-family building, built on a slab-on-grade foundation.
POLICYHOLDERS' APPEAL: The policyholders request coverage to repair the exterior cracks in the stucco, missing stucco at the corners of their building, and the patio foundation.

RESULT: Concur with denial

BASIS FOR DECISION UNDER THE STANDARD FLOOD INSURANCE POLICY (SFIP):²

- 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. (See SFIP (I), (II)(C)(14)).
- The engineer's inspection determined the damage to the stucco was not the result of direct physical loss by or from flood, but rather the result of installation defects and long-term exposure to moisture. The SFIP does not insure for a loss caused directly or indirectly by water, moisture, mildew, or mold. Additionally, long-term exposure to moisture is a pre-existing condition, which is not covered by the SFIP. (See SFIP (V)(D)(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. (See SFIP (VII)(G)(3)-(5)).

While the engineer does not appear to have addressed missing stucco in corners as mentioned by the policyholder, it is up to the policyholder to prove that any additional damage to the stucco was caused by flood.

- The policyholders state the flood caused the foundation of the patio to sink. The insurer did not deny coverage for the patio; therefore, it is not eligible for appeal review. The insurer should review this item, and if necessary, have the engineer provide a written addendum to address the cause of damages to the patio foundation. The insurer should provide a copy of this addendum report to the policyholder.
- Because the exterior stucco cracks and missing stucco do not meet any requirements for coverage, the insurer properly denied coverage for the exterior stucco cracks and missing stucco.

Branch Chief/Examiner of Record

Policyholder Services Division Director (A)

Delivery of this Appeal Decision concludes your appeal. 44 C.F.R. § 62.20(f)(3). If you do not agree with this decision, please refer to the SFIP for options for further action. The appeals process does not extend the one-year period to file suit against the flood insurer that began when the insurer first denied your claim in writing. 44 C.F.R. § 62.20(f)(4).

You may request a phone discussion with a FEMA flood insurance expert regarding this Appeal Decision by emailing FEMA-FL-Appeals@fema.dhs.gov and referencing the FEMA Appeal Decision number. Such discussions are for informational purposes only. FEMA will not reopen the appeal or consider new information during any phone discussion.

¹ 44 C.F.R. § 62.20. All appeal-related documents are on file with FEMA [hereinafter "Appeal File"].

² See 44 C.F.R. § 61.13 (2021); Dwelling Policy Form available at 44 C.F.R. pt. 61 App. A(1).