

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
National Flood Insurance Program | Federal Insurance Directorate
Appeal Decision for Appeal D16¹

POLICYHOLDER: Redacted
POLICY NO.: Redacted

ADDRESS: Redacted
Redacted

BUILDING COVERAGE: \$250,000
PERS. PROPERTY COVERAGE: \$100,000

DATE OF LOSS: September 2022
DATE OF DENIAL: January 2023

APPEAL SUBMISSION DATE: March 2023
APPEAL ELIGIBILITY DATE: August 2023

INSURER'S DENIAL: The insurer denied coverage for the wood wall in the living room, exterior French doors in the living room, and the water heater in the garage stating these items were not repaired or replaced after a prior 2014 flood loss.

POLICYHOLDER'S APPEAL: The policyholder contends the prior loss repairs were completed.

RESULT: Uphold denial

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

- The SFIP insures building items of property under Coverage A -Building Property against direct physical loss by or from flood on the claimed date of loss (See SFIP (III)(A)).
- FEMA reviewed photographs of the wood wall, exterior French doors, and water heater in the 2022 claim file and compared them against photographs in the 2014 claim file. FEMA agrees the items in the 2022 claim file appear the same as those in the 2014 claim file.
- The policyholder did not provide the insurer with evidence of repair or replacement.
- Because the denied items were claimed as ruined in the 2014 claim, paid for at replacement cost, but not repaired or replaced before the 2022 loss, the denied items are not damaged by direct physical loss by or from flood from the subject flood loss, and are not covered under the 2022 claim.
- If the policyholder requests additional payment, they should submit directly to the insurer, a timely, signed, and sworn-to proof of loss with the documentation that supports the claimed loss and the dollar amount request. (See SFIP (VII)(G)(3)-(5)). If damages are repaired, the proof of loss documentation packet must include evidence of repairs and price for all repairs. For damages that are not repaired, a contractor-signed repair agreement with the corresponding itemized estimate of repair with photographs should be included.
- In their appeal, the policyholder also disagreed with the full scope and price of the insurance. Because the insurer did not deny any other items their denial, the appeal discussion is limited to the three items in question.

Branch Chief/Examiner of Record

Policyholder Services Division Director

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).

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 Form available at 44 C.F.R. pt. 61 App. A(1).

You may request a phone discussion with a FEMA flood insurance expert regarding this Appeal Decision by emailing FEMA-FI-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.