

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
National Flood Insurance Program | Federal Insurance Directorate
Appeal Decision for Appeal D18¹

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: August 2023

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

INSURER'S DENIAL: The insurer denied coverage for the upper cabinet repairs and replacement of upper cabinet doors, citing no direct physical loss by or from flood.
POLICYHOLDER'S APPEAL: The policyholder states moisture from the flood event damaged their upper kitchen cabinets.

RESULT: Concur with denial

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

- The insured property is a single-family seasonal residence.
- An adjuster inspected the property in October 2022, without the policyholder present, and noted a 15-inch interior waterline, below the height of the upper cabinets. The adjuster did not document any damages to the upper cabinets at the inspection. FEMA's review of the adjuster's photographs finds remediation activities had not yet been started.
- In August 2023, over 10 months after the reported date of loss, the policyholder submitted a request for additional payment for the upper cabinets. On appeal, the policyholder acknowledged the upper cabinets were not directly touched by the floodwater, but contends the upper cabinets were damaged by moisture from the flood.
- The SFIP does not insure for a loss caused directly or indirectly by water, moisture, mildew, or mold damage that results primarily from any condition substantially confined to the dwelling or that is within the policyholder's control, including the failure to inspect and maintain the property after a flood recedes. (See SFIP (V)(D)(4)).
- When a policyholder is prevented access to promptly remove wetted building and personal property items, and this delay directly results in water, moisture, mildew, or mold damage to the building and personal property items not in physical contact with surface floodwater, such damage could be insured because it is not within the control of the policyholder. Examples that can cause this delay are local authorities restricting access to the area or prolonged inundation of floodwater preventing access to the area. The claim file must include proper documentation, such as photographs, an acceptable explanation provided by the adjuster, or a signed statement from the policyholder or community official that supports the payment for such damages.³
- While the insured building is a seasonal residence and the policyholder was not in town at the time of the flood event or the adjuster's inspection, the policyholder is still responsible for performing timely mitigation to prevent water, moisture, mildew, or mold damage from occurring. The policyholder presented no evidence to suggest the policyholder was restricted access or that the property suffered prolonged inundation from floodwaters. The adjuster's photographs of the neighborhood, show evidence of flood-damaged items at the curb, which suggests the removal of flood-damaged items was underway in the neighborhood.

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).

³ See National Flood Insurance Program Claims Manual, Section 1: SFIP Forms – Dwelling Form, pg. 58 (Oct. 1, 2021).

- In case of loss or request for additional 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)). FEMA finds the policyholder has not presented evidence to prove the upper cabinets were directly damaged by flood or that the damage was caused by moisture out of their control due to restricted access or prolonged inundation from floodwaters.
- Based on the information provided, FEMA agrees the insurer properly denied coverage for the upper cabinets.

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).

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.