

## Foreword

This kit was developed for educational use only. It contains examples of the various forms distributed and authorized by the Federal Emergency Management Agency (FEMA) for writing and servicing flood insurance policies under the National Flood Insurance Program (NFIP).

This kit incorporates exhibits designed to help the seminar participant develop the basic skills to accurately calculate a flood insurance premium. The kit also provides material from FloodSmart.gov to help with ideas for successfully selling flood insurance products.

Under the NFIP Write Your Own (WYO) Program, WYO companies must provide their own forms germane to their procedures that are different from those shown in this kit. Please check with your WYO Company to ensure that you use the correct forms.

To order copies of these forms:

FEMA Publications Warehouse  
4440 Buckeystown Pike  
Frederick, MD 21704

Telephone Number: 1 (800) 480-2520

Fax Number: 1 (240) 699-0525

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Application, Part 1

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

O.M.B. No. 1660-0006 Expires August 31, 2013

National Flood Insurance Program

PART 1 (OF 2) OF FLOOD INSURANCE APPLICATION

CURRENT POLICY NUMBER
[ ] NEW
[ ] RENEWAL

IMPORTANT—PLEASE PRINT OR TYPE

Form with sections: POLICY TERM, AGENT INFORMATION, DISASTER ASSISTANCE, MORTGAGEE, COMMUNITY, BUILDING, CONTENTS, CONSTRUCTION DATA, COVERAGE AND RATING, SIGNATURE. Includes fields for insured information, mortgage details, community data, building characteristics, contents, construction dates, and a premium schedule table.

N F I P C O P Y

Application, Part 2

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

O.M.B. No. 1660-0006 Expires August 31, 2013
PART 2 (OF 2) OF FLOOD INSURANCE APPLICATION

ALL APPROPRIATE DATA PROVIDED BY THE INSURED OR OBTAINED FROM THE ELEVATION CERTIFICATE SHOULD BE REVIEWED AND TRANSCRIBED BELOW. THIS PART OF THE APPLICATION MUST BE COMPLETED FOR ALL BUILDINGS.

CURRENT POLICY NUMBER
[ ] NEW
[ ] RENEWAL

SECTION I—ALL BUILDING TYPES

- 1. Diagram number selected from Building Diagrams 1-9: [ ]
2. The lowest floor is (round to nearest foot): [ ] feet [ ] above [ ] below (check one) the lowest ground (grade) immediately next to the building.
3. The garage floor (if applicable) or elevated floor (if applicable) is (round to nearest foot): [ ] feet [ ] above [ ] below (check one) the lowest ground (grade) immediately next to the building.
4. Machinery or equipment located at a level lower than the lowest floor is (round to nearest foot): [ ] feet below the lowest floor.
5. Site location
a) Approximate distance of site location to nearest shoreline:
[ ] Less than 200 feet [ ] 500 to 1,000 feet
[ ] 200 to 500 feet [ ] More than 1,000 feet
b) Source of flooding:
[ ] Ocean [ ] River/stream
[ ] Lake [ ] Other:
6. Basement/Subgrade Crawlspace
a) Is the basement/subgrade crawlspace floor below grade on all sides? [ ] YES [ ] NO
b) Does the basement/subgrade crawlspace contain machinery or equipment? [ ] YES [ ] NO
7. Garage
If yes, check the appropriate items:
[ ] Furnace [ ] Heat pump [ ] Air conditioner
[ ] Hot water heater [ ] Fuel tank [ ] Cistern
[ ] Elevator equipment [ ] Washer & dryer [ ] Food freezer
[ ] Other equipment or machinery servicing the building
a) Is the garage attached to or part of the building?
[ ] YES [ ] NO
b) Total area of the garage: \_\_\_\_\_ square feet.
c) Are there any openings (excluding doors) that are designed to allow the passage of floodwaters through the garage?
[ ] YES [ ] NO
If yes, number of permanent openings (flood vents) within 1 foot above the adjacent grade: \_\_\_\_\_. Total area of all permanent openings (flood vents): \_\_\_\_\_ square inches.
d) Is the garage used solely for parking of vehicles, building access, and/or storage? [ ] YES [ ] NO
e) Does the garage contain machinery or equipment?
[ ] YES [ ] NO
If yes, check the appropriate items:
[ ] Furnace [ ] Heat pump [ ] Air conditioner
[ ] Hot water heater [ ] Fuel tank [ ] Cistern
[ ] Elevator equipment [ ] Washer & dryer [ ] Food freezer
[ ] Other equipment or machinery servicing the building
f) Does the garage have more than 20 linear feet of finished wall paneling, etc.? [ ] YES [ ] NO

SECTION II—ELEVATED BUILDINGS

(Including Manufactured [Mobile] Homes/Travel Trailers)

- 8. Elevating foundation of the building:
[ ] Piers, posts, or piles
[ ] Reinforced masonry piers or concrete piers or columns
[ ] Reinforced concrete shear walls
[ ] Solid perimeter walls (Note: Not approved for elevating in Zones VI-V30, VE, or V)
9. Does the area below the elevated floor contain machinery or equipment?
[ ] YES [ ] NO
If yes, check the appropriate items:
[ ] Furnace [ ] Heat pump [ ] Air conditioner
[ ] Hot water heater [ ] Fuel tank [ ] Cistern
[ ] Elevator equipment [ ] Washer & dryer [ ] Food freezer
[ ] Other equipment or machinery servicing the building
10. Area below the elevated floor:
a) Is the area below the elevated floor enclosed?
[ ] YES [ ] NO
If yes, check one of the following:
[ ] Partially [ ] Fully
If 10a is NO, do not answer 10b through 10f.
b) If enclosed, provide size of enclosed area/crawlspace:
[ ] square feet.
c) Is the area below the elevated floor enclosed using materials other than insect screening or light wood lattice?
[ ] YES [ ] NO
If yes, check one of the following:
[ ] Breakaway walls
[ ] Solid wood frame walls
[ ] Masonry walls
[ ] Other:
d) Is the enclosed area/crawlspace constructed with openings (excluding doors) to allow the passage of floodwaters through the enclosed area? [ ] YES [ ] NO
If yes, number of permanent openings (flood vents) within 1 foot above adjacent grade \_\_\_\_\_. Total Area of all permanent openings (flood vents) [ ] square inches
e) Is the enclosed area/crawlspace used for any purpose other than solely for parking of vehicles, building access, or storage?
[ ] YES [ ] NO If yes, describe:
f) Does the enclosed area/crawlspace have more than 20 linear feet of finished wall, paneling, etc.? [ ] YES [ ] NO

SECTION III—MANUFACTURED (MOBILE) HOMES/TRAVEL TRAILERS

- 11. Manufactured (mobile) home/travel trailer data:
Make: [ ]
Year of manufacture: [ ]
Model number: [ ]
Serial number: [ ]
12. Manufactured (mobile) home/travel trailer dimensions:
[ ] x [ ] feet.
13. Are there any permanent additions or extensions to the manufactured (mobile) home/travel trailer? [ ] YES [ ] NO
If yes, the dimensions are: [ ] x [ ] feet.
14. The manufactured (mobile) home/travel trailer anchoring system utilizes:
[ ] Over-the-top ties [ ] Ground anchors
[ ] Frame ties [ ] Slab anchors
[ ] Frame connectors [ ] Other:
15. The manufactured (mobile) home/travel trailer was installed in accordance with:
[ ] Manufacturer's specifications
[ ] Local floodplain management standards
[ ] State and/or local building standards
16. Is the manufactured (mobile) home/travel trailer located in a manufactured (mobile) home park/subdivision? [ ] YES [ ] NO

THE ABOVE STATEMENTS ARE CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE PUNISHABLE BY FINE OR IMPRISONMENT UNDER APPLICABLE FEDERAL LAW.

SIGNATURE OF INSURANCE AGENT/BROKER

DATE (MM/DD/YYYY)

Preferred Risk Policy Application

U.S. DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY

National Flood Insurance Program

FLOOD INSURANCE PREFERRED RISK POLICY APPLICATION

IMPORTANT - PLEASE PRINT OR TYPE

O.M.B. No. 1660-0006 Expires August 31, 2013

<input type="checkbox"/> NEW	CURRENT POLICY NUMBER
<input type="checkbox"/> RENEWAL	_____
	IF NEW, LEAVE BLANK

POLICY TERM	DIRECT BILL INSTRUCTIONS: <input type="checkbox"/> BILL INSURED <input type="checkbox"/> BILL FIRST MORTGAGEE <input type="checkbox"/> BILL SECOND MORTGAGEE <input type="checkbox"/> BILL LOSS PAYEE <input type="checkbox"/> BILL OTHER		POLICY PERIOD IS FROM _____ TO _____ 12:01 A.M. LOCAL TIME AT THE INSURED PROPERTY LOCATION WAITING PERIOD: <input type="checkbox"/> STANDARD 30-DAY <input type="checkbox"/> LOAN TRANSACTION OR LENDER REQUIRED - NO WAITING		
	AGENT INFORMATION	NAME, ADDRESS, TELEPHONE NO., AND FAX NO. OF LICENSED PROPERTY OR CASUALTY INSURANCE AGENT OR BROKER: _____ _____ _____ PHONE NO.: _____ FAX NO.: _____ AGENCY NO.: _____ AGENT'S TAX ID: _____		INSURED'S MAILING ADDRESS _____ _____ _____ _____ _____	
DISASTER ASSISTANCE		IS INSURANCE REQUIRED FOR DISASTER ASSISTANCE? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, CHECK THE GOVERNMENT AGENCY: <input type="checkbox"/> SBA <input type="checkbox"/> FHA <input type="checkbox"/> FEMA <input type="checkbox"/> OTHER (SPECIFY): _____ CASE FILE NUMBER: _____			SECOND MORTGAGEE/OTHER IF SECOND MORTGAGEE, LOSS PAYEE, OR OTHER IS TO BE BILLED, THE FOLLOWING MUST BE COMPLETED, INCLUDING THE NAME, TELEPHONE NO., FAX NO., AND ADDRESS: <input type="checkbox"/> SECOND MORTGAGEE <input type="checkbox"/> DISASTER AGENCY (SPECIFY): _____ <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> OTHER (SPECIFY): _____ _____ _____ LOAN NUMBER: _____
	FIRST MORTGAGEE	NAME, TELEPHONE NO., FAX NO., AND ADDRESS OF FIRST MORTGAGEE INCLUDING LOAN NUMBER: _____ _____ _____ LOAN NUMBER: _____		COMMUNITY NAME OF COUNTY/PARISH: _____ COMMUNITY NUMBER AND SUFFIX FOR LOCATION OF PROPERTY INSURED: _____ _____ FLOOD INSURANCE RATE MAP ZONE: _____ INFORMATION SOURCE: <input type="checkbox"/> COMMUNITY OFFICIAL <input type="checkbox"/> FLOOD MAP <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OTHER (SPECIFY): _____ IS BUILDING LOCATED ON FEDERAL LAND? <input type="checkbox"/> YES <input type="checkbox"/> NO	
PROPERTY LOCATION		IS INSURED LOCATION SAME AS INSURED MAILING ADDRESS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF NO, ENTER PROPERTY ADDRESS. IF RURAL, DESCRIBE PROPERTY LOCATION. (DO NOT USE P.O. BOX) _____ _____			
BUILDING	BUILDING OCCUPANCY: <input type="checkbox"/> SINGLE FAMILY <input type="checkbox"/> 2-4 FAMILY <input type="checkbox"/> OTHER RESIDENTIAL <input type="checkbox"/> NON-RESIDENTIAL (INCL. HOTEL/MOTEL)	INSURED'S PRINCIPAL RESIDENCE? <input type="checkbox"/> YES <input type="checkbox"/> NO	CONTENTS LOCATED IN: <input type="checkbox"/> ENCLOSURE ONLY (BASEMENT ONLY NOT ELIGIBLE) <input type="checkbox"/> BASEMENT/ENCLOSURE AND ABOVE <input type="checkbox"/> LOWEST FLOOR ONLY ABOVE GROUND LEVEL <input type="checkbox"/> LOWEST FLOOR ABOVE GROUND LEVEL AND HIGHER FLOORS <input type="checkbox"/> ABOVE GROUND LEVEL MORE THAN ONE FULL FLOOR	ESTIMATED REPLACEMENT COST AMOUNT \$ _____	BUILDING USE: <input type="checkbox"/> MAIN HOUSE/BUILDING <input type="checkbox"/> DETACHED GUEST HOUSE <input type="checkbox"/> DETACHED GARAGE <input type="checkbox"/> AGRICULTURAL BUILDING <input type="checkbox"/> WAREHOUSE <input type="checkbox"/> POOLHOUSE, CLUBHOUSE, REC. BLDG. <input type="checkbox"/> TOOL/STORAGE SHED <input type="checkbox"/> OTHER: _____
	CONSTRUCTION DATE: _____/_____/_____ <input type="checkbox"/> BUILDING PERMIT DATE <input type="checkbox"/> DATE OF CONSTRUCTION <input type="checkbox"/> SUBSTANTIAL IMPR. DATE <input type="checkbox"/> MANUFACTURED (MOBILE) HOMES/TRAVEL TRAILERS LOCATED IN A MOBILE HOME PARK OR SUBDIVISION: CONSTRUCTION DATE OF MOBILE HOME PARK OR SUBDIVISION FACILITIES <input type="checkbox"/> MANUFACTURED (MOBILE) HOMES/TRAVEL TRAILERS LOCATED OUTSIDE A MOBILE HOME PARK OR SUBDIVISION: DATE OF PERMANENT PLACEMENT	BUILDING TYPE (INCLUDING BASEMENT/ENCLOSURE): <input type="checkbox"/> ONE FLOOR <input type="checkbox"/> SPLIT LEVEL <input type="checkbox"/> TWO FLOORS <input type="checkbox"/> THREE OR MORE FLOORS <input type="checkbox"/> MANUFACTURED (MOBILE) HOME/TRAVEL TRAILER ON FOUNDATION	CONDO FORM OF OWNERSHIP? <input type="checkbox"/> YES <input type="checkbox"/> NO COVERAGE FOR CONDO UNIT? <input type="checkbox"/> YES <input type="checkbox"/> NO TOWNHOUSE/ROWHOUSE CONDO UNIT? <input type="checkbox"/> YES <input type="checkbox"/> NO	BASEMENT, ENCLOSURE, CRAWLSPACE: <input type="checkbox"/> NONE <input type="checkbox"/> FINISHED BASEMENT/ENCLOSURE <input type="checkbox"/> UNFINISHED BASEMENT/ENCLOSURE <input type="checkbox"/> CRAWLSPACE <input type="checkbox"/> SUBGRADE CRAWLSPACE	
NOTICE	THE FOLLOWING CONDITIONS SHOULD BE USED TO DETERMINE A BUILDING'S ELIGIBILITY FOR A PRP: A) IS THE BUILDING LOCATED IN A SPECIAL FLOOD HAZARD AREA ON A FLOOD HAZARD BOUNDARY MAP, OR ON A FLOOD INSURANCE RATE MAP ZONE A, AE, A1-A30, AO, AH, A99, V, VE, V1-V30, AR, AR DUAL ZONES AR/AE, AR/AH, AR/AO, AR/A1-A30, AR/A? <input type="checkbox"/> YES <input type="checkbox"/> NO B) DO ANY OF THESE CONDITIONS, ARISING FROM ONE OR MORE OCCURRENCES IN ANY 10-YEAR PERIOD, EXIST? TWO (2) LOSS PAYMENTS, EACH MORE THAN \$1,000 <input type="checkbox"/> YES <input type="checkbox"/> NO THREE (3) OR MORE LOSS PAYMENTS, REGARDLESS OF AMOUNT <input type="checkbox"/> YES <input type="checkbox"/> NO TWO (2) FEDERAL DISASTER RELIEF PAYMENTS, EACH MORE THAN \$1,000 <input type="checkbox"/> YES <input type="checkbox"/> NO THREE (3) FEDERAL DISASTER RELIEF PAYMENTS, REGARDLESS OF AMOUNT <input type="checkbox"/> YES <input type="checkbox"/> NO ONE (1) FLOOD INSURANCE CLAIM PAYMENT AND ONE (1) FLOOD DISASTER RELIEF PAYMENT (INCLUDING LOANS AND GRANTS), EACH MORE THAN \$1,000 <input type="checkbox"/> YES <input type="checkbox"/> NO			ENTER SELECTED OPTION FROM THE PREMIUM TABLES IN THE FLOOD INSURANCE MANUAL BUILDING AND CONTENTS COVERAGE COMBINATION BUILDING: \$ _____ CONTENTS: \$ _____ PREMIUM: \$ _____ CONTENTS COVERAGE ONLY AMOUNT: \$ _____ PREMIUM: \$ _____	
	INSURANCE IS AVAILABLE UNDER THIS APPLICATION ONLY IF ALL ANSWERS TO QUESTIONS A AND B ARE NO, EXCEPT FOR BUILDINGS ELIGIBLE UNDER THE 2-YEAR PRP ELIGIBILITY EXTENSION, FOR WHICH THE ANSWER TO QUESTION A MAY BE YES.				
SIGNATURE	(ONE BUILDING PER POLICY - BLANKET COVERAGE NOT PERMITTED) THE ABOVE STATEMENTS ARE CORRECT TO THE BEST OF MY KNOWLEDGE. THE PROPERTY OWNER AND I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE PUNISHABLE BY FINE OR IMPRISONMENT UNDER APPLICABLE FEDERAL LAW. SIGNATURE OF INSURANCE AGENT/BROKER: _____ DATE: _____ (MM/DD/YYYY)				

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General Change Endorsement

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

O.M.B. No. 1660-0006 Expires August 31, 2013

FLOOD INSURANCE GENERAL CHANGE ENDORSEMENT

IMPORTANT— PLEASE PRINT OR TYPE

POLICY NUMBER

Reason for Change, Agent Information, Disaster Assistance, Property Location, First Mortgagee, Community, Building, Contents, Construction Data, Coverage and Rating, Signature sections.

N F I P C O P Y

# Cancellation/Nullification Request

**U.S. DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY**

O.M.B. No. 1660-0006 Expires August 31, 2013

National Flood Insurance Program

CURRENT POLICY NUMBER

## FLOOD INSURANCE CANCELLATION/NULIFICATION REQUEST FORM

IF THIS POLICY IS CANCELED BY THE INSURED THROUGH HIS OR HER AUTHORIZED REPRESENTATIVE, IT SHALL REMAIN IN FORCE FOR THE BENEFIT OF THE MORTGAGEE (OR TRUSTEE) FOR 30 DAYS AFTER WRITTEN NOTICE TO THE MORTGAGEE OR TRUSTEE OF SUCH CANCELLATION AND THEN CEASE. SEE REVERSE SIDE FOR PRIVACY STATEMENT.

IMPORTANT - PLEASE PRINT OR TYPE

POLICY TERM	POLICY PERIOD IS FROM <u>    </u> / <u>    </u> / <u>    </u> TO <u>    </u> / <u>    </u> / <u>    </u>		CANCELLATION EFFECTIVE DATE <u>    </u> / <u>    </u> / <u>    </u>		
	MM	DD	YYYY	MM	DD
AGENT INFORMATION	MAILING ADDRESS, PHONE NO., AND FAX NO. OF LICENSED PROPERTY OR CASUALTY INSURANCE AGENT/BROKER WHOSE POLICY IS BEING TERMINATED:		INSURED'S MAILING ADDRESS	NAME, ADDRESS, AND PHONE NO. OF INSURED FOR MAILING REFUND:	
	PHONE NO.: <u>                    </u>	FAX NO.: <u>                    </u>		PHONE NO.: <u>                    </u>	
FIRST MORTGAGEE	NAME, PHONE NO., FAX NO., AND ADDRESS OF FIRST MORTGAGEE INCLUDING LOAN NUMBER:		OTHER PARTIES NOTIFIED	LIST OTHER PARTIES NOTIFIED:	
	LOAN NUMBER: <u>                    </u>				
PROPERTY LOCATION	INSURED PROPERTY LOCATION:				
	THIS POLICY MAY ONLY BE CANCELED UPON TERMINATION OF THE INSURED'S OWNERSHIP IN THE PROPERTY COVERED AT THE LOCATION DESCRIBED ON THE DECLARATIONS PAGE OF THE POLICY FOR REASON CODES (1) AND (2) BELOW.		CANCELLATION REASON CODE: <u>            </u>		
CANCELLATION REASON CODE	1) BUILDING SOLD OR REMOVED		13) VOIDANCE PRIOR TO EFFECTIVE DATE		
	2) CONTENTS SOLD OR REMOVED		14) VOIDANCE DUE TO CREDIT CARD ERROR		
	3) POLICY CANCELED AND REWRITTEN TO ESTABLISH COMMON EXPIRATION DATE WITH OTHER INSURANCE COVERAGE		15) INSURANCE NO LONGER REQUIRED BASED ON FEMA REVIEW OF LENDER'S SFHA DETERMINATION (LODR)		
	4) DUPLICATE NFIP POLICIES		16) DUPLICATE POLICIES FROM SOURCES OTHER THAN THE NFIP		
	5) NON-PAYMENT		18) MORTGAGE PAID OFF ON MPPP POLICY		
	6) RISK NOT ELIGIBLE FOR COVERAGE		19) INSURANCE NO LONGER REQUIRED BY MORTGAGEE BECAUSE STRUCTURE REMOVED FROM SFHA BY MEANS OF LOMA OR LOMR		
	7) PROPERTY CLOSING DID NOT OCCUR (NO INSURABLE INTEREST)		20) POLICY WRITTEN TO WRONG FACILITY (SEVERE REPETITIVE LOSS PROPERTY)		
	8) POLICY OBTAINED FOR PROPERTY CLOSING, BUT NOT REQUIRED BY MORTGAGEE AS PROPERTY NOT IN SFHA		21) OTHER: CONTINUOUS LAKE FLOODING OR CLOSED BASIN LAKES		
	9) INSURANCE NO LONGER REQUIRED BY MORTGAGEE; PROPERTY NO LONGER IN SFHA BECAUSE OF PHYSICAL MAP REVISION		22) CANCEL/REWRITE DUE TO MISRATING		
	10) CONDOMINIUM POLICY (UNIT OR ASSOCIATION) CONVERTING TO RCBAP		23) FRAUD (FEMA APPROVAL REQUIRED)		
	12) MORTGAGE PAID OFF		24) CANCEL/REWRITE DUE TO MAP REVISION, LOMA, OR LOMR		
	REFUND	MAKE REFUND PAYABLE TO (CHECK ONE): <input type="checkbox"/> INSURED <input type="checkbox"/> PAYOR <input type="checkbox"/> AGENT (REASON 5 ABOVE ONLY)			
MAIL REFUND TO (CHECK ONE): <input type="checkbox"/> INSURED <input type="checkbox"/> PAYOR <input type="checkbox"/> AGENT (REASON 5 ABOVE ONLY)					
SIGNATURE	THE ABOVE STATEMENTS ARE CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT ANY FALSE STATEMENT MAY BE PUNISHABLE BY FINE OR IMPRISONMENT UNDER 18 U.S. CODE, SECTION 1001. INSURANCE AGENT ALSO CERTIFIES THAT ITEMS ON THE REVERSE HAVE BEEN DISCUSSED WITH INSURED.				
	SIGNATURE OF INSURED	<u>    </u> / <u>    </u> / <u>    </u>	SIGNATURE OF AGENT/BROKER	<u>    </u> / <u>    </u> / <u>    </u>	YYYY
	(NOT REQUIRED FOR REASON 5, 6, OR 22)		AGENT/BROKER TAX ID <u>                    </u>		

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**FEMA**

*NATIONAL FLOOD INSURANCE PROGRAM*

**ELEVATION CERTIFICATE**

**AND**

**INSTRUCTIONS**

**Elevation Certificate and Instructions, Inside Front Cover****NATIONAL FLOOD INSURANCE PROGRAM  
ELEVATION CERTIFICATE****PAPERWORK REDUCTION ACT NOTICE**

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street SW, Washington DC 20472, Paperwork Reduction Project (1660-0008).

**NOTE: Do not send your completed form to this address.**

**PURPOSE OF THE ELEVATION CERTIFICATE**

The Elevation Certificate is an important administrative tool of the National Flood Insurance Program (NFIP). It is to be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

The Elevation Certificate is required in order to properly rate Post-FIRM buildings, which are buildings constructed after publication of the Flood Insurance Rate Map (FIRM), located in flood insurance Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, and AR/AO. The Elevation Certificate is not required for Pre-FIRM buildings unless the building is being rated under the optional Post-FIRM flood insurance rules.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the Federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA or LOMR-F request. Lowest floor and lowest adjacent grade elevations certified by a surveyor or engineer will be required if the certificate is used to support a LOMA or LOMR-F request. A LOMA or LOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 package, whichever is appropriate.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP, non-residential buildings can be floodproofed up to or above the Base Flood Elevation (BFE). A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

Additional guidance can be found in FEMA Publication 467-1, Floodplain Management Bulletin: Elevation Certificate, available on FEMA's website at <http://www.fema.gov/library/viewRecord.do?id=1727>.

Elevation Certificate, Front

U.S. DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency  
National Flood Insurance Program

ELEVATION CERTIFICATE

OMB No. 1660-0008  
Expires March 31, 2012

Important: Read the instructions on pages 1-9.

SECTION A - PROPERTY INFORMATION			For Insurance Company Use:
A1. Building Owner's Name		Policy Number	
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.		Company NAIC Number	
City	State	ZIP Code	
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)			
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) _____			
A5. Latitude/Longitude: Lat. _____ Long. _____		Horizontal Datum: <input type="checkbox"/> NAD 1927 <input type="checkbox"/> NAD 1983	
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.			
A7. Building Diagram Number _____			
A8. For a building with a crawlspace or enclosure(s):		A9. For a building with an attached garage:	
a) Square footage of crawlspace or enclosure(s) _____ sq ft	a) Square footage of attached garage _____ sq ft		
b) No. of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____	b) No. of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____		
c) Total net area of flood openings in A8.b _____ sq in	c) Total net area of flood openings in A9.b _____ sq in		
d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No	d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No		

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION					
B1. NFIP Community Name & Community Number		B2. County Name		B3. State	
B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9. <input type="checkbox"/> FIS Profile <input type="checkbox"/> FIRM Community Determined <input type="checkbox"/> Other (Describe) _____					
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other (Describe) _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Designation Date _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)	
C1. Building elevations are based on: <input type="checkbox"/> Construction Drawings* <input type="checkbox"/> Building Under Construction* <input type="checkbox"/> Finished Construction *A new Elevation Certificate will be required when construction of the building is complete.	
C2. Elevations – Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. Use the same datum as the BFE. Benchmark Utilized _____ Vertical Datum _____ Conversion/Comments _____	
Check the measurement used.	
a) Top of bottom floor (including basement, crawlspace, or enclosure floor) _____	<input type="checkbox"/> feet <input type="checkbox"/> meters (Puerto Rico only)
b) Top of the next higher floor _____	<input type="checkbox"/> feet <input type="checkbox"/> meters (Puerto Rico only)
c) Bottom of the lowest horizontal structural member (V Zones only) _____	<input type="checkbox"/> feet <input type="checkbox"/> meters (Puerto Rico only)
d) Attached garage (top of slab) _____	<input type="checkbox"/> feet <input type="checkbox"/> meters (Puerto Rico only)
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments) _____	<input type="checkbox"/> feet <input type="checkbox"/> meters (Puerto Rico only)
f) Lowest adjacent (finished) grade next to building (LAG) _____	<input type="checkbox"/> feet <input type="checkbox"/> meters (Puerto Rico only)
g) Highest adjacent (finished) grade next to building (HAG) _____	<input type="checkbox"/> feet <input type="checkbox"/> meters (Puerto Rico only)
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support _____	<input type="checkbox"/> feet <input type="checkbox"/> meters (Puerto Rico only)

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION			
This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.			
<input type="checkbox"/> Check here if comments are provided on back of form.		Were latitude and longitude in Section A provided by a licensed land surveyor? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Certifier's Name	License Number		
Title	Company Name		
Address	City	State	ZIP Code
Signature	Date	Telephone	

PLACE SEAL HERE

# Elevation Certificate, Back

<b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>			For Insurance Company Use:
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number
City	State	ZIP Code	Company NAIC Number

**SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)**

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments

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Signature

Date

Check here if attachments

**SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)**

For Zones AO and A (without BFE), complete Items E1-E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1-E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
  - a) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_. \_\_\_\_  feet  meters  above or  below the HAG.
  - b) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_. \_\_\_\_  feet  meters  above or  below the HAG.
- E2. For Building Diagrams 6-9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8-9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is \_\_\_\_\_. \_\_\_\_  feet  meters  above or  below the HAG.
- E3. Attached garage (top of slab) is \_\_\_\_\_. \_\_\_\_  feet  meters  above or  below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is \_\_\_\_\_. \_\_\_\_  feet  meters  above or  below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?  Yes  No  Unknown. The local official must certify this information in Section G.

**SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION**

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge.*

Property Owner's or Owner's Authorized Representative's Name

Address

City

State

ZIP Code

Signature

Date

Telephone

Comments

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Check here if attachments

**SECTION G - COMMUNITY INFORMATION (OPTIONAL)**

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8 and G9.

- G1.  The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2.  A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3.  The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued
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- G7. This permit has been issued for:  New Construction  Substantial Improvement
- G8. Elevation of as-built lowest floor (including basement) of the building \_\_\_\_\_  feet  meters (PR) Datum \_\_\_\_\_
- G9. BFE or (in Zone AO) depth of flooding at the building site \_\_\_\_\_  feet  meters (PR) Datum \_\_\_\_\_
- G10. Community's design flood elevation \_\_\_\_\_  feet  meters (PR) Datum \_\_\_\_\_

Local Official's Name

Title

Community Name

Telephone

Signature

Date

Comments

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Check here if attachments

Elevation Certificate, Building Photographs

Building Photographs

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			For Insurance Company Use:
			Policy Number
City	State	ZIP Code	Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least two building photographs below according to the instructions for Item A6. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." If submitting more photographs than will fit on this page, use the Continuation Page on the reverse.

Sample

Elevation Certificate, Building Photographs

Building Photographs

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			For Insurance Company Use:
			Policy Number
City	State	ZIP Code	Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View."

Sample

## Elevation Certificate, Instructions

### INSTRUCTIONS FOR COMPLETING THE ELEVATION CERTIFICATE

The Elevation Certificate is to be completed by a land surveyor, engineer, or architect who is authorized by law to certify elevation information when elevation information is required for Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, or AR/AO. Community officials who are authorized by law or ordinance to provide floodplain management information may also complete this form. For Zones AO and A (without BFE), a community official, a property owner, or an owner's representative may provide information on this certificate, unless the elevations are intended for use in supporting a request for a LOMA or LOMR-F. Certified elevations must be included if the purpose of completing the Elevation Certificate is to obtain a LOMA or LOMR-F.

The property owner, the owner's representative, or local official who is authorized by law to administer the community floodplain ordinance can complete Section A and Section B. The partially completed form can then be given to the land surveyor, engineer, or architect to complete Section C. The land surveyor, engineer, or architect should verify the information provided by the property owner or owner's representative to ensure that this certificate is complete.

In Puerto Rico only, elevations for building information and flood hazard information may be entered in meters.

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#### SECTION A – PROPERTY INFORMATION

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**Items A1-A4.** This section identifies the building, its location, and its owner. Enter the name(s) of the building owner(s), the building's complete street address, and the lot and block numbers. If the building's address is different from the owner's address, enter the address of the building being certified. If the address is a rural route or a Post Office box number, enter the lot and block numbers, the tax parcel number, the legal description, or an abbreviated location description based on distance and direction from a fixed point of reference. For the purposes of this certificate, "building" means both a building and a manufactured (mobile) home.

A map may be attached to this certificate to show the location of the building on the property. A tax map, FIRM, or detailed community map is appropriate. If no map is available, provide a sketch of the property location, and the location of the building on the property. Include appropriate landmarks such as nearby roads, intersections, and bodies of water. For building use, indicate whether the building is residential, non-residential, an addition to an existing residential or non-residential building, an accessory building (e.g., garage), or other type of structure. Use the Comments area of the appropriate section if needed, or attach additional comments.

**Item A5.** Provide latitude and longitude coordinates for the center of the front of the building. Use either decimal degrees (e.g., 39.5043°, -110.7585°) or degrees, minutes, seconds (e.g., 39° 30' 15.5", -110° 45' 30.7") format. If decimal degrees are used, provide coordinates to at least 4 decimal places or better. When using degrees, minutes, seconds, provide seconds to at least 1 decimal place or better. The latitude and longitude coordinates must be accurate within 66 feet. When the latitude and longitude are provided by a surveyor, check the "Yes" box in Section D and indicate the method used to determine the latitude and longitude in the Comments area of Section D. If the Elevation Certificate is being certified by other than a licensed surveyor, engineer, or architect, this information is not required. Provide the type of datum used to obtain the latitude and longitude. FEMA prefers the use of NAD 1983.

**Item A6.** If the Elevation Certificate is being used to obtain flood insurance through the NFIP, the certifier must provide at least two photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least two additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3"x3". Digital photographs are acceptable.

**Item A7.** Select the diagram on pages 7-9 that best represents the building. Then enter the diagram number and use the diagram to identify and determine the appropriate elevations requested in Items C2.a-h. If you are unsure of the correct diagram, select the diagram that most closely resembles the building being certified.

**Item A8.a** Provide the square footage of the crawlspace or enclosure(s) below the lowest elevated floor of an elevated building with or without permanent flood openings. Take the measurement from the outside of the crawlspace or enclosure(s). Examples of elevated buildings constructed with crawlspace and enclosure(s) are shown in Diagrams 6-9 on pages 8-9. Diagram 2, 4, or 9 should be used for a building constructed with a crawlspace floor that is below the exterior grade on all sides.

## Elevation Certificate, Instructions

**Items A8.b-d** Enter in Item A8.b the number of permanent flood openings in the crawlspace or enclosure(s) that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. Estimate the total net area of all such permanent flood openings in square inches, excluding any bars, louvers, or other covers of the permanent flood openings, and enter the total in Item A8.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A8.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the crawlspace or enclosure(s) have no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter “0” (zero) in Items A8.b-c.

**Item A9.a** Provide the square footage of the attached garage with or without permanent flood openings. Take the measurement from the outside of the garage.

**Items A9.b-d** Enter in Item A9.b the number of permanent flood openings in the attached garage that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. This includes any openings that are in the garage door that are no higher than 1.0 foot above the adjacent grade. Estimate the total net area of all such permanent flood openings in square inches and enter the total in Item A9.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A9.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the garage has no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter “0” (zero) in Items A9.b-c.

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### SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

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Complete the Elevation Certificate on the basis of the FIRM in effect at the time of the certification.

The information for Section B is obtained by reviewing the FIRM panel that includes the building’s location. Information about the current FIRM is available from the Federal Emergency Management Agency (FEMA) by calling 1-800-358-9616. If a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR-F) has been issued by FEMA, please provide the letter date and case number in the Comments area of Section D or Section G, as appropriate.

For a building in an area that has been annexed by one community but is shown on another community’s FIRM, enter the community name and 6-digit number of the annexing community in Item B1, the name of the county or new county, if necessary, in Item B2, and the FIRM index date for the annexing community in Item B6. Enter information from the actual FIRM panel that shows the building location, even if it is the FIRM for the previous jurisdiction, in Items B4, B5, B7, B8, and B9.

If the map in effect at the time of the building’s construction was other than the current FIRM, and you have the past map information pertaining to the building, provide the information in the Comments area of Section D.

**Item B1.** NFIP Community Name & Community Number. Enter the complete name of the community in which the building is located and the associated 6-digit community number. For a newly incorporated community, use the name and 6-digit number of the new community. Under the NFIP, a “community” is any State or area or political subdivision thereof, or any Indian tribe or authorized native organization, that has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction. To determine the current community number, see the NFIP *Community Status Book*, available on FEMA’s web site at <http://www.fema.gov/fema/csb.shtm>, or call 1-800-358-9616.

**Item B2.** County Name. Enter the name of the county or counties in which the community is located. For an unincorporated area of a county, enter “unincorporated area.” For an independent city, enter “independent city.”

**Item B3.** State. Enter the 2-letter state abbreviation (for example, VA, TX, CA).

**Items B4-B5.** Map/Panel Number and Suffix. Enter the 10-character “Map Number” or “Community Panel Number” shown on the FIRM where the building or manufactured (mobile) home is located. For maps in a county-wide format, the sixth character of the “Map Number” is the letter “C” followed by a four-digit map number. For maps not in a county-wide format, enter the “Community Panel Number” shown on the FIRM.

## Elevation Certificate, Instructions

**Item B6.** FIRM Index Date. Enter the effective date or the map revised date shown on the FIRM Index.

**Item B7.** FIRM Panel Effective/Revised Date. Enter the map effective date or the map revised date shown on the FIRM panel. This will be the latest of all dates shown on the map. The current FIRM panel effective date can be determined by calling 1-800-358-9616.

**Item B8.** Flood Zone(s). Enter the flood zone, or flood zones, in which the building is located. All flood zones containing the letter “A” or “V” are considered Special Flood Hazard Areas. The flood zones are A, AE, A1-A30, V, VE, V1-V30, AH, AO, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, and AR/AO. Each flood zone is defined in the legend of the FIRM panel on which it appears.

**Item B9.** Base Flood Elevation(s). Using the appropriate Flood Insurance Study (FIS) Profile, Floodway Data Table, or FIRM panel, locate the property and enter the BFE (or base flood depth) of the building site. If the building is located in more than one flood zone in Item B8, list all appropriate BFEs in Item B9. BFEs are shown on a FIRM or FIS Profile for Zones A1-A30, AE, AH, V1-V30, VE, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, and AR/AO; flood depth numbers are shown for Zone AO. Use the AR BFE if the building is located in any of Zones AR/A, AR/AE, AR/A1-A30, AR/AH, or AR/AO. In A or V zones where BFEs are not provided on the FIRM, BFEs may be available from another source. For example, the community may have established BFEs or obtained BFE data from other sources for the building site. For subdivisions and other developments of more than 50 lots or 5 acres, establishment of BFEs is required by the community’s floodplain management ordinance. If a BFE is obtained from another source, enter the BFE in Item B9. In an A Zone where BFEs are not available, complete Section E and enter N/A for Section B, Item B9. Enter the BFE to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

**Item B10.** Indicate the source of the BFE that you entered in Item B9. If the BFE is from a source other than FIS Profile, FIRM, or community, describe the source of the BFE.

**Item B11.** Indicate the elevation datum to which the elevations on the applicable FIRM are referenced as shown on the map legend. The vertical datum is shown in the Map Legend and/or the Notes to Users on the FIRM.

**Item B12.** Indicate whether the building is located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA). (OPAs are portions of coastal barriers that are owned by Federal, State, or local governments or by certain non-profit organizations and used primarily for natural resources protection.) Federal flood insurance is prohibited in designated CBRS areas or OPAs for buildings or manufactured (mobile) homes built or substantially improved after the date of the CBRS or OPA designation. For the first CBRS designations, that date is October 1, 1983. Information about CBRS areas and OPAs may be obtained on the FEMA web site at <http://www.fema.gov/business/nfip/cbrs/cbrs.shtm>.

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### SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

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Complete Section C if the building is located in any of Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, or AR/AO, or if this certificate is being used to support a request for a LOMA or LOMR-F. If the building is located in Zone AO or Zone A (without BFE), complete Section E instead. To ensure that all required elevations are obtained, it may be necessary to enter the building (for instance, if the building has a basement or sunken living room, split-level construction, or machinery and equipment).

Surveyors may not be able to gain access to some crawlspaces to shoot the elevation of the crawlspace floor. If access to the crawlspace is limited or cannot be gained, follow one of these procedures.

- Use a yardstick or tape measure to measure the height from the floor of the crawlspace to the “next higher floor,” and then subtract the crawlspace height from the elevation of the “next higher floor.” If there is no access to the crawlspace, use the exterior grade next to the structure to measure the height of the crawlspace to the “next higher floor.”
- Contact the local floodplain administrator of the community in which the building is located. The community may have documentation of the elevation of the crawlspace floor as part of the permit issued for the building.
- If the property owner has documentation or knows the height of the crawlspace floor to the next higher floor, try to verify this by looking inside the crawlspace through any openings or vents.

In all three cases, provide the elevation in the Comments area of Section D on the back of the form and a brief description of how the elevation was obtained.

**Item C1.** Indicate whether the elevations to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first two choices, a post-construction Elevation Certificate will be

## Elevation Certificate, Instructions

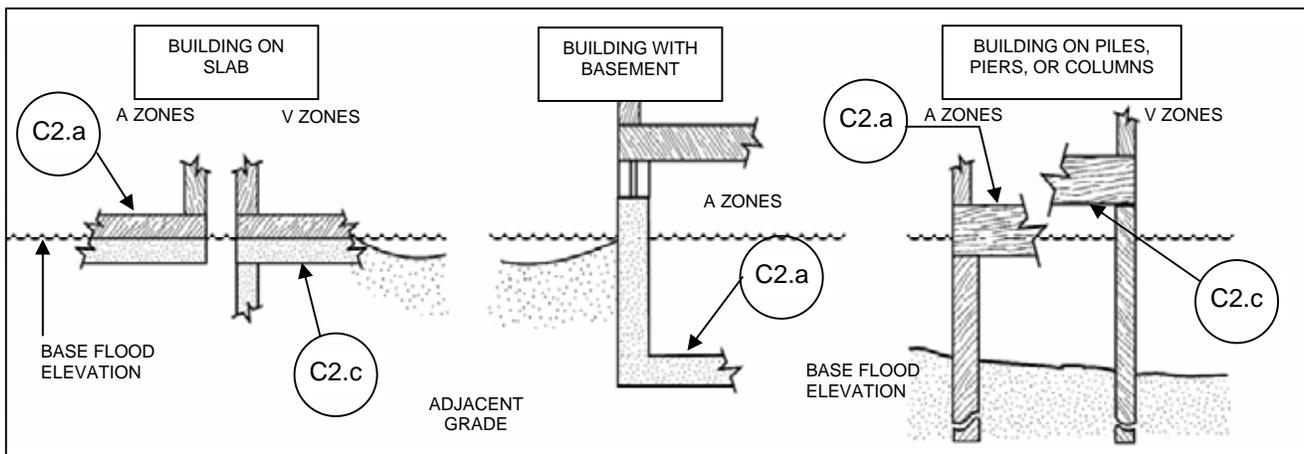
required when construction is complete. If the building is under construction, include only those elevations that can be surveyed in Items C2.a-h. Use the Comments area of Section D to provide elevations obtained from the construction plans or drawings. Select “Finished Construction” only when all machinery and/or equipment such as furnaces, hot water heaters, heat pumps, air conditioners, and elevators and their associated equipment have been installed and the grading around the building is completed.

**Item C2.** A field survey is required for Items C2.a-h. Most control networks will assign a unique identifier for each benchmark. For example, the National Geodetic Survey uses the Permanent Identifier (PID). For the benchmark utilized, provide the PID or other unique identifier assigned by the maintainer of the benchmark. For GPS survey, indicate the benchmark used for the base station, the Continuously Operating Reference Stations (CORS) sites used for an On-line Positioning User Service (OPUS) solution (also attach the OPUS report), or the name of the Real Time Network used.

Also provide the vertical datum for the benchmark elevation. All elevations for the certificate, including the elevations for Items C2.a-h, must use the same datum on which the BFE is based. Show the conversion from the field survey datum used if it differs from the datum used for the BFE entered in Item B9 and indicate the conversion software used. Show the datum conversion, if applicable, in this section or in the Comments area of Section D.

For property experiencing ground subsidence, the most recent reference mark elevations must be used for determining building elevations. However, when subsidence is involved, the BFE should not be adjusted. Enter elevations in Items C2.a-h to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

**Items C2.a-d** Enter the building elevations (excluding the attached garage) indicated by the selected building diagram (Item A7) in Items C2.a-c. If there is an attached garage, enter the elevation for top of attached garage slab in Item C2.d. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If the building is located in a V zone on the FIRM, complete Item C2.c. If the flood zone cannot be determined, enter elevations for all of Items C2.a-h. For buildings in A zones, elevations a, b, d, and e should be measured at the top of the floor. For buildings in V zones, elevation c must be measured at the bottom of the lowest horizontal structural member of the floor (see drawing below). For buildings elevated on a crawlspace, Diagrams 8 and 9, enter the elevation of the top of the crawlspace floor in Item C2.a, whether or not the crawlspace has permanent flood openings (flood vents). *If any item does not apply to the building, enter “N/A” for not applicable.*



**Item C2.e** Enter the lowest platform elevation of at least one of the following machinery and equipment items: elevators and their associated equipment, furnaces, hot water heaters, heat pumps, and air conditioners in an attached garage or enclosure or on an open utility platform that provides utility services for the building. Note that elevations for these specific machinery and equipment items are required in order to rate the building for flood insurance. Local floodplain management officials are required to ensure that all machinery and equipment servicing the building are protected from flooding. Thus, local officials may require that elevation information for all machinery and equipment, including ductwork, be documented on the Elevation Certificate. If the machinery and/or equipment is mounted to a wall, pile, etc., enter the platform elevation of the machinery and/or equipment. Indicate machinery/equipment type and its general location, e.g., on floor inside garage or on platform affixed to exterior wall, in the Comments area of Section D or Section G, as appropriate. *If this item does not apply to the building, enter “N/A” for not applicable.*

## Elevation Certificate, Instructions

**Items C2.f-g** Enter the elevation of the ground, sidewalk, or patio slab immediately next to the building. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

**Item C2.h** Enter the lowest grade elevation at the deck support or stairs. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

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### SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

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Complete as indicated. This section of the Elevation Certificate may be signed by only a land surveyor, engineer, or architect who is authorized by law to certify elevation information. Place your license number, your seal (as allowed by the State licensing board), your signature, and the date in the box in Section D. You are certifying that the information on this certificate represents your best efforts to interpret the data available and that you understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001. Use the Comments area of Section D, on the back of the certificate, to provide datum, elevation, openings, or other relevant information not specified on the front.

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### SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO & ZONE A (WITHOUT BFE)

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Complete Section E if the building is located in Zone AO or Zone A (without BFE). Otherwise, complete Section C instead. Explain in the Section F Comments area if the measurement provided under Items E1- E4 is based on the “natural grade.”

**Items E1.a and b** Enter in Item E1.a the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG). Enter in Item E1.b the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the lowest adjacent grade (LAG). For buildings in Zone AO, the community’s floodplain management ordinance requires the lowest floor of the building be elevated above the highest adjacent grade at least as high as the depth number on the FIRM. Buildings in Zone A (without BFE) may qualify for a lower insurance rate if an engineered BFE is developed at the site.

**Item E2.** For Building Diagrams 6-9 with permanent flood openings (see pages 8-9), enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the next higher floor or elevated floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG).

**Item E3.** Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, for the top of attached garage slab. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) *If this item does not apply to the building, enter “N/A” for not applicable.*

**Item E4.** Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, of the platform elevation that supports the machinery and/or equipment servicing the building. Indicate machinery/equipment type in the Comments area of Section F. *If this item does not apply to the building, enter “N/A” for not applicable.*

**Item E5.** For those communities where this base flood depth is not available, the community will need to determine whether the top of the bottom floor is elevated in accordance with the community’s floodplain management ordinance.

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### SECTION F - PROPERTY OWNER (OR OWNER’S REPRESENTATIVE) CERTIFICATION

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Complete as indicated. This section is provided for certification of measurements taken by a property owner or property owner’s representative when responding to Sections A, B, and E. The address entered in this section must be the actual mailing address of the property owner or property owner’s representative who provided the information on the certificate.

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### SECTION G - COMMUNITY INFORMATION (OPTIONAL)

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Complete as indicated. The community official who is authorized by law or ordinance to administer the community’s floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Section C may be

**Elevation Certificate, Instructions**

filled in by the local official as provided in the instructions below for Item G1. If the authorized community official completes Sections C, E, or G, complete the appropriate item(s) and sign this section.

Check **Item G1** if Section C is completed with elevation data from other documentation, including elevations obtained from the Community Rating System Elevation Software, that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. Indicate the source of the elevation data and the date obtained in the Comments area of Section G. If you are both a community official and a licensed land surveyor, engineer, or architect authorized by law to certify elevation information, and you performed the actual survey for a building in Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/A1-A30, AR/AE, AR/AH, or AR/AO, you must also complete Section D.

Check **Item G2** if information is entered in Section E by the community for a building in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

Check **Item G3** if the information in Items G4-G10 has been completed for community floodplain management purposes to document the as-built lowest floor elevation of the building. Section C of the Elevation Certificate records the elevation of various building components but does not determine the lowest floor of the building or whether the building, as constructed, complies with the community's floodplain management ordinance. This must be done by the community. Items G4-G10 provide a way to document these determinations.

**Item G4.** Permit Number. Enter the permit number or other identifier to key the Elevation Certificate to the permit issued for the building.

**Item G5.** Date Permit Issued. Enter the date the permit was issued for the building.

**Item G6.** Date Certificate of Compliance/Occupancy Issued. Enter the date that the Certificate of Compliance or Occupancy or similar written official documentation of as-built lowest floor elevation was issued by the community as evidence that all work authorized by the floodplain development permit has been completed in accordance with the community's floodplain management laws or ordinances.

**Item G7.** New Construction or Substantial Improvement. Check the applicable box. "Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which equals or exceeds 50 percent of the market value of the building before the start of construction of the improvement. The term includes buildings that have incurred substantial damage, regardless of the actual repair work performed.

**Item G8.** As-built lowest floor elevation. Enter the elevation of the lowest floor (including basement) when the construction of the building is completed and a final inspection has been made to confirm that the building is built in accordance with the permit, the approved plans, and the community's floodplain management laws or ordinances. Indicate the elevation datum used.

**Item G9.** BFE. Using the appropriate FIRM panel, FIS Profile, or other data source, locate the property and enter the BFE (or base flood depth) of the building site. Indicate the elevation datum used.

**Item G10.** Community's design flood elevation. Enter the elevation (including freeboard above the BFE) to which the community requires the lowest floor to be elevated. Indicate the elevation datum used.

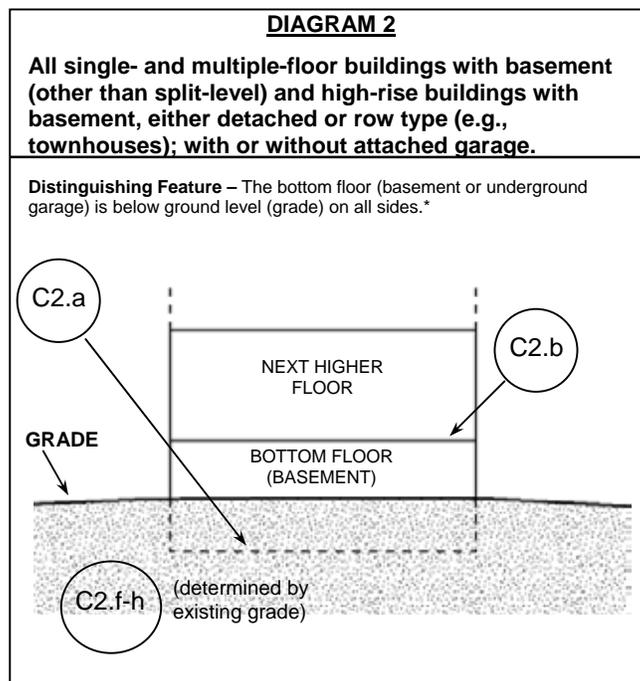
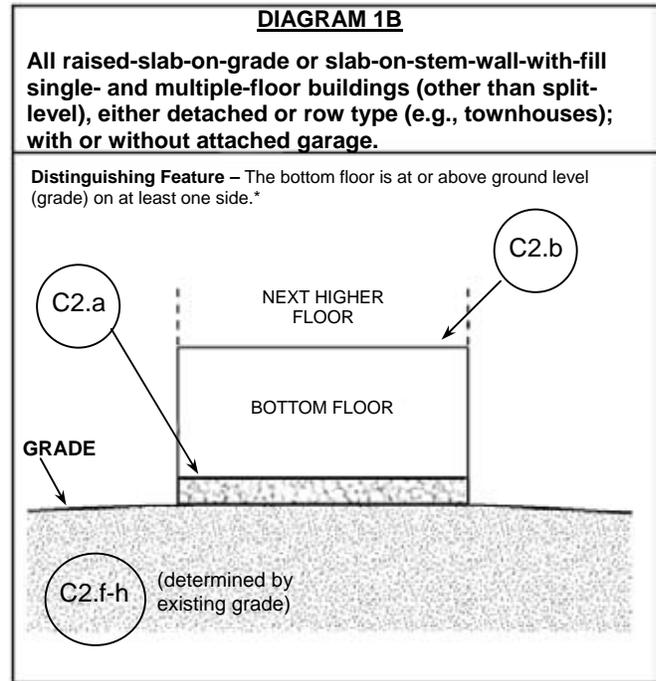
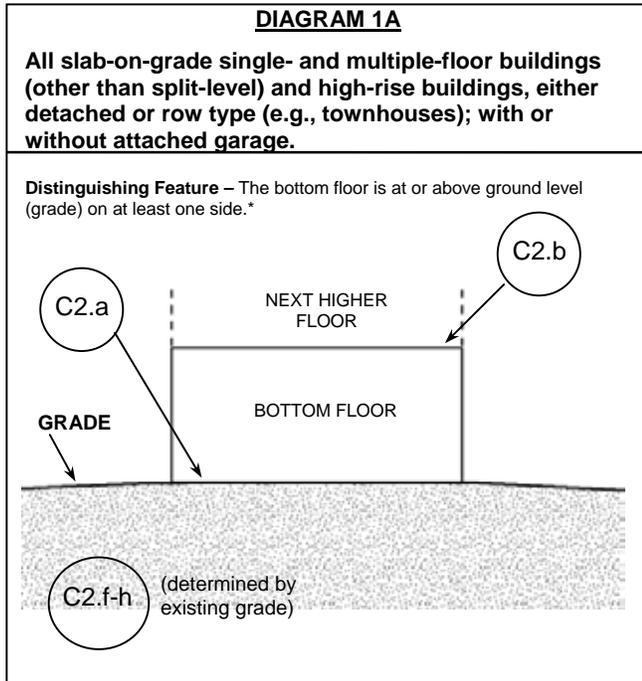
Enter your name, title, and telephone number, and the name of the community. Sign and enter the date in the appropriate blanks.

# Elevation Certificate, Instructions

## BUILDING DIAGRAMS

The following diagrams illustrate various types of buildings. Compare the features of the building being certified with the features shown in the diagrams and select the diagram most applicable. Enter the diagram number in Item A7, the square footage of crawlspace or enclosure(s) and the area of flood openings in square inches in Items A8.a-c, the square footage of attached garage and the area of flood openings in square inches in Items A9.a-c, and the elevations in Items C2.a-h.

In A zones, the floor elevation is taken at the top finished surface of the floor indicated; in V zones, the floor elevation is taken at the bottom of the lowest horizontal structural member (see drawing in instructions for Section C).



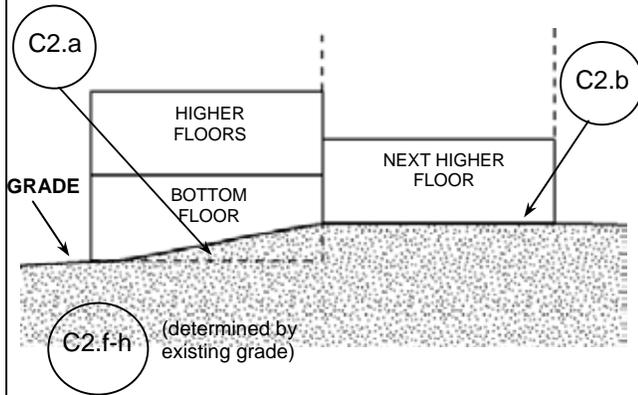
\* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc

# Elevation Certificate, Instructions

**DIAGRAM 3**

All split-level buildings that are slab-on-grade, either detached or row type (e.g., townhouses); with or without attached garage.

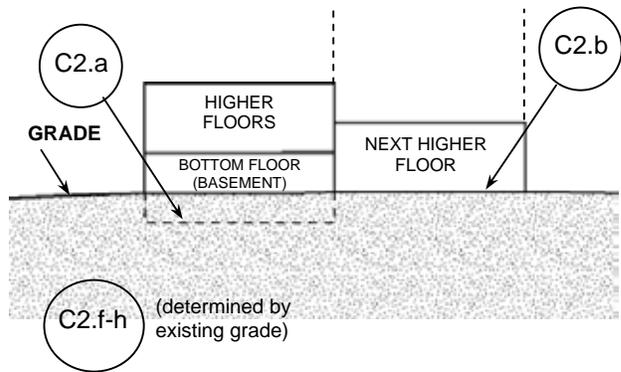
**Distinguishing Feature** – The bottom floor (excluding garage) is at or above ground level (grade) on at least one side.\*



**DIAGRAM 4**

All split-level buildings (other than slab-on-grade), either detached or row type (e.g., townhouses); with or without attached garage.

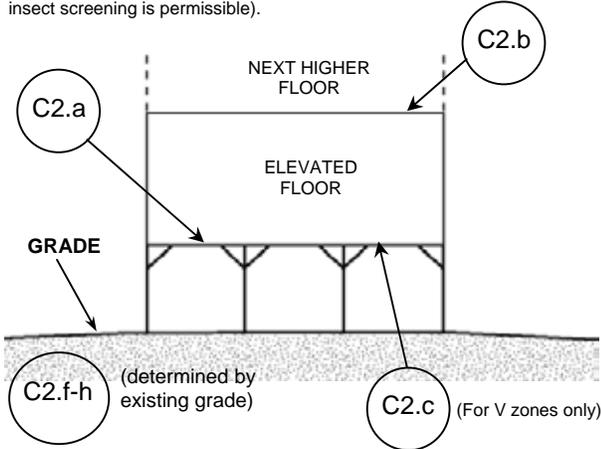
**Distinguishing Feature** – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.\*



**DIAGRAM 5**

All buildings elevated on piers, posts, piles, columns, or parallel shear walls. No obstructions below the elevated floor.

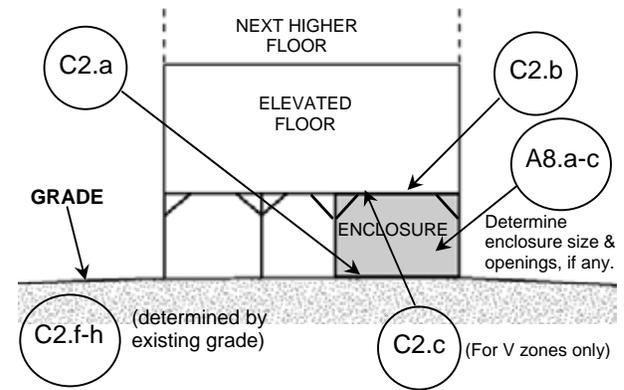
**Distinguishing Feature** – For all zones, the area below the elevated floor is open, with no obstruction to flow of flood waters (open lattice work and/or insect screening is permissible).



**DIAGRAM 6**

All buildings elevated on piers, posts, piles, columns, or parallel shear walls with full or partial enclosure below the elevated floor.

**Distinguishing Feature** – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings\*\* present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.



\* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

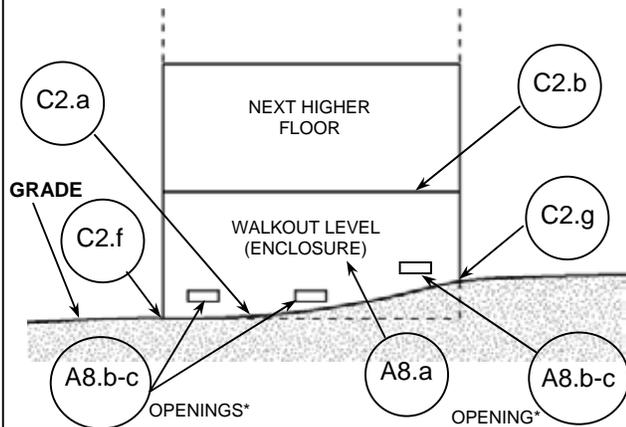
\*\* An “opening” is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of two openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than one square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least two sides of the enclosed area. If a building has more than one enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than one foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

# Elevation Certificate, Instructions

**DIAGRAM 7**

All buildings elevated on full-story foundation walls with a partially or fully enclosed area below the elevated floor. This includes walkout levels, where at least one side is at or above grade. The principal use of this building is located in the elevated floors of the building.

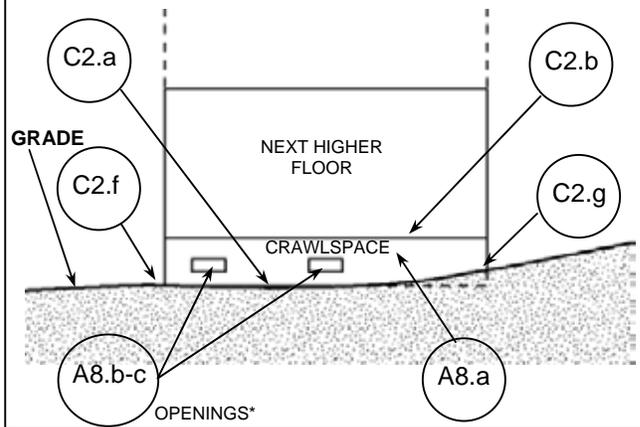
**Distinguishing Feature** – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings\* present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.



**DIAGRAM 8**

All buildings elevated on a crawlspace with the floor of the crawlspace at or above grade on at least one side, with or without an attached garage.

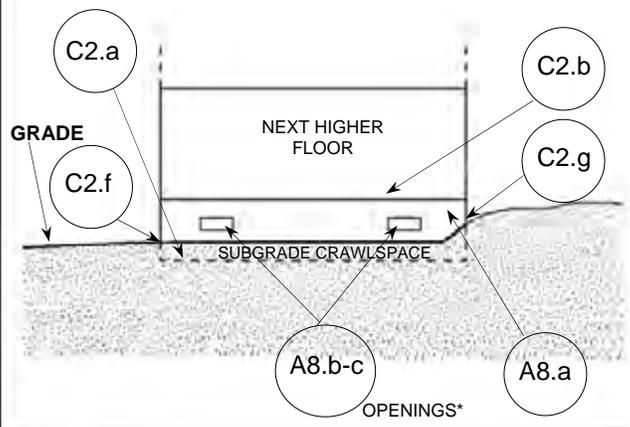
**Distinguishing Feature** – For all zones, the area below the first floor is enclosed by solid or partial perimeter walls. In all A zones, the crawlspace is with or without openings\* present in the walls of the crawlspace. Indicate information about crawlspace size and openings in Section A – Property Information.



**DIAGRAM 9**

All buildings (other than split-level) elevated on a sub-grade crawlspace, with or without attached garage.

**Distinguishing Feature** – The bottom (crawlspace) floor is at or below ground level (grade) on all sides.\*\* (If the distance from the crawlspace floor to the top of the next higher floor is more than 5 feet, or the crawlspace floor is more than 2 feet below the grade (LAG) on all sides, use Diagram 2.)



\* An “opening” is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of two openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than one square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least two sides of the enclosed area. If a building has more than one enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than one foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

\*\* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.



National Flood Insurance Program

# Dwelling Form

Standard Flood Insurance Policy



**FEMA**

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## Dwelling Form

### Summary of Significant Changes, December 31, 2000

**1. Section III. Property Covered, A. Coverage A - Building Property, 2.**

Additions and extensions to buildings that are connected by a rigid exterior wall, a solid load-bearing interior wall, a stairway, an elevated walkway, or a roof may be insured as part of the dwelling. At the option of the insured, these extensions and additions may be insured separately. Additions and extensions that are attached to and in contact with the building by means of a common interior wall that is not a solid load-bearing wall are always considered part of the dwelling and cannot be insured separately.

**2. Section III. Property Covered, A. Coverage A - Building Property, 3.**

Coverage for detached carports has been eliminated.

**3. Section III. Property Covered, B. Coverage B - Personal Property, 4.**

Coverage has been extended to include coverage for cooking stoves, ranges, or refrigerators belonging to the renter, as well as 10 percent of contents coverage for improvements made by the renter to the building.

**4. Section III. Property Covered, B. Coverage B - Personal Property, 5.**

Coverage for condominium unit owners has been extended to apply up to 10 percent of the contents coverage for losses to interior walls, floors, and ceilings not covered by the condominium association's master policy.

**5. Section III. Property Covered, B. Coverage B - Personal Property, 6. Special Limits**

Coverage for fine arts, collectibles, jewelry, and furs, etc. has been increased to \$2500. Also, personal property used in a business has been added under this extension of coverage.

**6. Section III. Property Covered, C. Coverage C - Other Coverages, 2.a. & b.**

Coverage for the two loss avoidance measures (sandbagging and relocation of property to protect it from flood or the imminent danger of flood) has been increased to \$1,000 for each.

**7. Section IV. Property Not Covered, 5.a. & b.**

Coverage has been changed to pay for losses to self-propelled vehicles used to service the described location or designed to assist handicapped persons provided that the vehicles are in a building at the described location.

**8. Section IV. Property Not Covered, 7.**

Coverage is now specifically excluded for scrip and stored value cards.

**9. Section IV. Property Not Covered, 14.**

Coverage for swimming pools, hot tubs and spas (that are not bathroom hot tubs or spas), and their equipment is now excluded.

**10. Section V. Exclusions, B.1. & 2**

The explanation of when coverage begins as it relates to a loss in progress has been simplified.

**11. Section V. Exclusions, C.**

Coverage has been clarified to pay for losses from land subsidence under certain circumstances. Subsidence of land along a lake shore or similar body of water which results from the erosion or undermining of the shoreline caused by waves or currents of water exceeding cyclical levels that result in a flood continues to be covered. All other land subsidence is now excluded.

**12. Section V. Exclusions, D.4.b.(3)**

Coverage is now excluded for water, moisture, mildew, or mold damage caused by the policyholder's failure to inspect and maintain the insured property after the flood waters recede.

**13. Section V. Exclusions, D.6.**

Coverage is now added for damage from the pressure of water against the insured structure with the requirement that there be a flood in the area and the flood is the proximate cause of damage from the pressure of water against the insured structure.

**14. Section V. Exclusions, F.**

An exclusion for the cost of testing for or monitoring of pollutants unless it is required by law or ordinance has been added.

**15. Section VII. General Conditions, G. Reduction and Reformation of Coverage, 2.a.(2)**

If it is discovered before a claim occurs that there is incomplete rating information, the policyholder has 60 days to submit the missing rating information. Otherwise, the coverage is limited to the amount of coverage that can be purchased for the premium originally received and can only be increased by an endorsement that is subject to the appropriate waiting period (currently 30 days).

**16. Section VII. General Conditions, V. Loss Settlement, 3. Special Loss Settlement, b.(1)**

Coverage for a manufactured or mobile home or a travel trailer eligible for replacement cost coverage is limited to 1.5 times its actual cash value.

## Dwelling Form

PLEASE READ THE POLICY CAREFULLY. THE FLOOD INSURANCE PROVIDED IS SUBJECT TO LIMITATIONS, RESTRICTIONS, AND EXCLUSIONS.

THIS POLICY COVERS ONLY:

1. A NON-CONDOMINIUM RESIDENTIAL BUILDING DESIGNED FOR PRINCIPAL USE AS A DWELLING PLACE FOR ONE TO FOUR FAMILIES, OR
2. A SINGLE-FAMILY DWELLING UNIT IN A CONDOMINIUM BUILDING.

### I. AGREEMENT

The Federal Emergency Management Agency (FEMA) provides flood insurance under the terms of the National Flood Insurance Act of 1968 and its amendments, and Title 44 of the Code of Federal Regulations (CFR).

We will pay you for **direct physical loss by or from flood** to your insured property if you:

1. Have paid the correct premium;

2. Comply with all terms and conditions of this **policy**; and

3. Have furnished accurate information and statements.

We have the right to review the information you give us at any time and to revise your **policy** based on our review.

### II. DEFINITIONS

**A.** In this **policy**, "you" and "your" refer to the insured(s) shown on the **Declarations Page** of this **policy** and your spouse, if a resident of the same household. "Insured(s)" includes: Any mortgagee and loss payee named in the **Application** and **Declarations Page**, as well as any other mortgagee or loss payee determined to exist at the time of loss in the order of precedence. "We," "us," and "our" refer to the insurer.

Some definitions are complex because they are provided as they appear in the law or regulations, or result from court cases. The precise definitions are intended to protect you.

**Flood**, as used in this flood insurance **policy**, means:

1. A general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is your property) from:
  - a. Overflow of inland or tidal waters;
  - b. Unusual and rapid accumulation or runoff of surface waters from any source;
  - c. **Mudflow**.

**2.** Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a **flood** as defined in **A.1.a.** above.

**B.** The following are the other key definitions that we use in this **policy**:

1. **Act.** The National Flood Insurance Act of 1968 and any amendments to it.
2. **Actual Cash Value.** The cost to replace an insured item of property at the time of loss, less the value of its physical depreciation.
3. **Application.** The statement made and signed by you or your agent in applying for this **policy**. The **application** gives information we use to determine the eligibility of the risk, the kind of **policy** to be issued, and the correct premium payment. The **application** is part of this flood insurance **policy**. For us to issue you a **policy**, the correct premium payment must accompany the **application**.
4. **Base Flood.** A **flood** having a one percent chance of being equaled or exceeded in any given year.

## Dwelling Form

5. **Basement.** Any area of the **building**, including any sunken room or sunken portion of a room, having its floor below ground level (subgrade) on all sides.
6. **Building.**
- A structure with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;
  - A manufactured home (a "manufactured home," also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
  - A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.
- Building** does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, or other similar vehicle, except as described in **B.6.c.** above.
7. **Cancellation.** The ending of the insurance coverage provided by this **policy** before the expiration date.
8. **Condominium.** That form of ownership of real property in which each **unit** owner has an undivided interest in common elements.
9. **Condominium Association.** The entity made up of the **unit** owners responsible for the maintenance and operation of:
- Common elements owned in undivided shares by **unit** owners; and
  - Other real property in which the **unit** owners have use rights;
- where membership in the entity is a required condition of **unit** ownership.
10. **Declarations Page.** A computer-generated summary of information you provided in the **application** for insurance. The **Declarations Page** also describes the term of the **policy**, limits of coverage, and displays the premium and our name. The **Declarations Page** is a part of this flood insurance **policy**.
11. **Described Location.** The location where the insured **building(s)** or personal property are found. The **described location** is shown on the **Declarations Page**.
12. **Direct Physical Loss By or From Flood.** Loss or damage to insured property, directly caused by a **flood**. There must be evidence of physical changes to the property.
13. **Dwelling.** A **building** designed for use as a residence for no more than four families or a single-family **unit** in a **building** under a **condominium** form of ownership.
14. **Elevated Building.** A **building** that has no **basement** and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.
15. **Emergency Program.** The initial phase of a community's participation in the **National Flood Insurance Program**. During this phase, only limited amounts of insurance are available under the **Act**.
16. **Expense Constant.** A flat charge you must pay on each new or renewal **policy** to defray the expenses of the Federal Government related to flood insurance.
17. **Federal Policy Fee.** A flat charge you must pay on each new or renewal **policy** to defray certain administrative expenses incurred in carrying out the **National Flood Insurance Program**. This fee covers expenses not covered by the **expense constant**.
18. **Improvements.** Fixtures, alterations, installations, or additions comprising a part of the insured **dwelling** or the apartment in which you reside.
19. **Mudflow.** A river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. Other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope, are not **mudflows**.
20. **National Flood Insurance Program (NFIP).** The program of flood insurance coverage and floodplain management administered under the **Act** and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.
21. **Policy.** The entire written contract between you and us. It includes:
- This printed form;
  - The **application** and **Declarations Page**;
  - Any endorsement(s) that may be issued; and
  - Any renewal certificate indicating that coverage has been instituted for a new **policy** and new **policy** term.
- Only one **dwelling**, which you specifically described in the **application**, may be insured under this **policy**.
22. **Pollutants.** Substances that include, but are not limited to, any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

## Dwelling Form

- 23. Post-FIRM Building.** A **building** for which construction or substantial improvement occurred after December 31, 1974, or on or after the effective date of an initial Flood Insurance Rate Map (FIRM), whichever is later.
- 24. Probation Premium.** A flat charge you must pay on each new or renewal **policy** issued covering property in a community that the NFIP has placed on probation under the provisions of 44 CFR 59.24.
- 25. Regular Program.** The final phase of a community's participation in the **National Flood Insurance Program**. In this phase, a Flood Insurance Rate Map is in effect and full limits of coverage are available under the **Act**.
- 26. Special Flood Hazard Area.** An area having special **flood**, or **mudflow**, and/or **flood**-related erosion hazards, and shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE, or V.
- 27. Unit.** A single-family **unit** you own in a **condominium building**.
- 28. Valued Policy.** A **policy** in which the insured and the insurer agree on the value of the property insured, that value being payable in the event of a total loss. The Standard Flood Insurance Policy is not a **valued policy**.

## III. PROPERTY COVERED

## A. COVERAGE A - BUILDING PROPERTY

We insure against **direct physical loss by or from flood** to:

1. The **dwelling** at the **described location**, or for a period of 45 days at another location as set forth in **III.C.2.b.**, Property Removed to Safety.
2. Additions and extensions attached to and in contact with the **dwelling** by means of a rigid exterior wall, a solid load-bearing interior wall, a stairway, an elevated walkway, or a roof. At your option, additions and extensions connected by any of these methods may be separately insured. Additions and extensions attached to and in contact with the **building** by means of a common interior wall that is not a solid load-bearing wall are always considered part of the **dwelling** and cannot be separately insured.
3. A detached garage at the **described location**. Coverage is limited to no more than 10 percent of the limit of liability on the **dwelling**. Use of this insurance is at your option but reduces the **building** limit of liability. We do not cover any detached garage used or held for use for residential (i.e., **dwelling**), business, or farming purposes.
4. Materials and supplies to be used for construction, alteration, or repair of the **dwelling** or a detached garage while the materials and supplies are stored in a fully enclosed **building** at the **described location** or on an adjacent property.
5. A **building** under construction, alteration, or repair at the **described location**.
  - a. If the structure is not yet walled or roofed as described in the definition for **building** (see **II.B.6.a.**) then coverage applies:

(1) Only while such work is in progress; or

(2) If such work is halted, only for a period of up to 90 continuous days thereafter.

- b. However, coverage does not apply until the **building** is walled and roofed if the lowest floor, including the **basement** floor, of a non-**elevated building** or the lowest elevated floor of an **elevated building** is:
  - (1) Below the **base flood** elevation in Zones AH, AE, A1-A30, AR, AR/AE, AR/AH, AR/A1-A30, AR/A, AR/AO; or
  - (2) Below the **base flood** elevation adjusted to include the effect of wave action in Zones VE or V1-V30.

The lowest floor levels are based on the bottom of the lowest horizontal structural member of the floor in Zones VE or V1-V30 and the top of the floor in Zones AH, AE, A1-A30, AR, AR/AE, AR/AH, AR/A1-A30, AR/A, AR/AO.

6. A manufactured home or a travel trailer as described in the Definitions section (see **II.B.6.b.** and **II.B.6.c.**).

If the manufactured home or travel trailer is in a **special flood hazard area**, it must be anchored in the following manner at the time of the loss:

- a. By over-the-top or frame ties to ground anchors; or
- b. In accordance with the manufacturer's specifications; or
- c. In compliance with the community's floodplain management requirements;

## Dwelling Form

unless it has been continuously insured by the **NFIP** at the same **described location** since September 30, 1982.

7. The following items of property which are covered under Coverage **A** only:

- a. Awnings and canopies;
- b. Blinds;
- c. Built-in dishwashers;
- d. Built-in microwave ovens;
- e. Carpet permanently installed over unfinished flooring;
- f. Central air conditioners;
- g. Elevator equipment;
- h. Fire sprinkler systems;
- i. Walk-in freezers;
- j. Furnaces and radiators;
- k. Garbage disposal units;
- l. Hot water heaters, including solar water heaters;
- m. Light fixtures;
- n. Outdoor antennas and aerials fastened to **buildings**;
- o. Permanently installed cupboards, bookcases, cabinets, paneling, and wallpaper;
- p. Plumbing fixtures;
- q. Pumps and machinery for operating pumps;
- r. Ranges, cooking stoves, and ovens;
- s. Refrigerators; and
- t. Wall mirrors, permanently installed.

8. Items of property in a **building** enclosure below the lowest elevated floor of an **elevated post-FIRM building** located in Zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, or VE, or in a **basement**, regardless of the zone. Coverage is limited to the following:

- a. Any of the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:
  - (1) Central air conditioners;
  - (2) Cisterns and the water in them;
  - (3) Drywall for walls and ceilings in a **basement** and the cost of labor to nail it, unfinished and unflashed and not taped, to the framing;
  - (4) Electrical junction and circuit breaker boxes;
  - (5) Electrical outlets and switches;
  - (6) Elevators, dumbwaiters, and related equipment, except for related equipment installed below the **base flood** elevation after September 30, 1987;
  - (7) Fuel tanks and the fuel in them;
  - (8) Furnaces and hot water heaters;
  - (9) Heat pumps;
  - (10) Nonflammable insulation in a **basement**;
  - (11) Pumps and tanks used in solar energy systems;
  - (12) Stairways and staircases attached to the **building**, not separated from it by elevated walkways;
  - (13) Sump pumps;

- (14) Water softeners and the chemicals in them, water filters, and faucets installed as an integral part of the plumbing system;
- (15) Well water tanks and pumps;
- (16) Required utility connections for any item in this list; and
- (17) Footings, foundations, posts, pilings, piers, or other foundation walls and anchorage systems required to support a **building**.

- b. Clean-up.

## B. COVERAGE B - PERSONAL PROPERTY

1. If you have purchased personal property coverage, we insure against **direct physical loss by or from flood** to personal property inside a **building** at the **described location**, if:

- a. The property is owned by you or your household family members; and
- b. At your option, the property is owned by guests or servants.

Personal property is also covered for a period of 45 days at another location as set forth in **III.C.2.b.**, Property Removed to Safety.

Personal property in a **building** that is not fully enclosed must be secured to prevent flotation out of the **building**. If the personal property does float out during a **flood**, it will be conclusively presumed that it was not reasonably secured. In that case there is no coverage for such property.

2. Coverage for personal property includes the following property, subject to **B.1.** above, which is covered under Coverage **B** only:
- a. Air conditioning units, portable or window type;
  - b. Carpets, not permanently installed, over unfinished flooring;
  - c. Carpets over finished flooring;
  - d. Clothes washers and dryers;
  - e. "Cook-out" grills;
  - f. Food freezers, other than walk-in, and food in any freezer; and
  - g. Portable microwave ovens and portable dishwashers.
3. Coverage for items of property in a **building** enclosure below the lowest elevated floor of an **elevated post-FIRM building** located in Zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, or VE, or in a **basement**, regardless of the zone, is limited to the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:
- a. Air conditioning units, portable or window type;
  - b. Clothes washers and dryers; and
  - c. Food freezers, other than walk-in, and food in any freezer.

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4. If you are a tenant and have insured personal property under Coverage **B** in this **policy**, we will cover such property, including your cooking stove or range and refrigerator. The **policy** will also cover **improvements** made or acquired solely at your expense in the **dwelling** or apartment in which you reside, but for not more than 10 percent of the limit of liability shown for personal property on the **Declarations Page**. Use of this insurance is at your option but reduces the personal property limit of liability.
5. If you are the owner of a **unit** and have insured personal property under Coverage **B** in this **policy**, we will also cover your interior walls, floor, and ceiling (not otherwise covered under a flood insurance **policy** purchased by your **condominium association**) for not more than 10 percent of the limit of liability shown for personal property on the **Declarations Page**. Use of this insurance is at your option but reduces the personal property limit of liability.
6. **Special Limits.** We will pay no more than \$2,500 for any one loss to one or more of the following kinds of personal property:
- Artwork, photographs, collectibles, or memorabilia, including but not limited to, porcelain or other figures, and sports cards;
  - Rare books or autographed items;
  - Jewelry, watches, precious and semiprecious stones, or articles of gold, silver, or platinum;
  - Furs or any article containing fur which represents its principal value; or
  - Personal property used in any business.
7. We will pay only for the functional value of antiques.

### C. COVERAGE C - OTHER COVERAGES

#### 1. Debris Removal

- We will pay the expense to remove non-owned debris on or in insured property and owned debris anywhere.
- If you or a member of your household perform the removal work, the value of your work will be based on the Federal minimum wage.
- This coverage does not increase the Coverage **A** or Coverage **B** limit of liability.

#### 2. Loss Avoidance Measures

##### a. Sandbags, Supplies, and Labor

- We will pay up to \$1,000 for costs you incur to protect the insured **building** from a **flood** or imminent danger of **flood**, for the following:
  - Your reasonable expenses to buy:
    - Sandbags, including sand to fill them;
    - Fill for temporary levees;
    - Pumps; and
    - Plastic sheeting and lumber used in connection with these items.
  - The value of work, at the Federal minimum wage, that you or a member of your household perform.
- This coverage for Sandbags, Supplies, and Labor applies only if damage to insured property by or from **flood** is imminent, and the threat of **flood** damage is apparent enough to lead a person of common prudence to anticipate **flood** damage. One of the following must also occur:
  - A general and temporary condition of flooding in the area near the **described location** must occur, even if the **flood** does not reach the insured **building**; or
  - A legally authorized official must issue an evacuation order or other civil order for the community in which the insured **building** is located calling for measures to preserve life and property from the peril of **flood**.

This coverage does not increase the Coverage **A** or Coverage **B** limit of liability.

##### b. Property Removed to Safety

- We will pay up to \$1,000 for the reasonable expenses you incur to move insured property to a place other than the **described location** that contains the property in order to protect it from **flood** or the imminent danger of **flood**.

## Dwelling Form

Reasonable expenses include the value of work, at the Federal minimum wage, that you or a member of your household perform.

- (2) If you move insured property to a location other than the **described location** that contains the property, in order to protect it from **flood** or the imminent danger of **flood**, we will cover such property while at that location for a period of 45 consecutive days from the date you begin to move it there. The personal property that is moved must be placed in a fully enclosed **building** or otherwise reasonably protected from the elements.

Any property removed, including a moveable home described in **II.B.6.b.** and **c.**, must be placed above ground level or outside of the **special flood hazard area**.

This coverage does not increase the Coverage **A** or Coverage **B** limit of liability.

### 3. Condominium Loss Assessments

- a. If this **policy** insures a **unit**, we will pay, up to the Coverage **A** limit of liability, your share of loss assessments charged against you by the **condominium association** in accordance with the **condominium association's** articles of association, declarations and your deed.

The assessment must be made as a result of **direct physical loss by or from flood** during the **policy** term, to the **building's** common elements.

- b. We will not pay any loss assessment charged against you:
- (1) And the **condominium association** by any governmental body;
  - (2) That results from a deductible under the insurance purchased by the **condominium association** insuring common elements;
  - (3) That results from a loss to personal property, including contents of a **condominium building**;
  - (4) That results from a loss sustained by the **condominium association** that was not reimbursed under a flood insurance **policy** written in the name of the association under the **Act** because the **building** was not, at the time of loss, insured for an amount equal to the lesser of:

(a) 80 percent or more of its full replacement cost; or

(b) The maximum amount of insurance permitted under the **Act**;

- (5) To the extent that payment under this **policy** for a **condominium building** loss, in combination with payments under any other **NFIP policies** for the same **building** loss, exceeds the maximum amount of insurance permitted under the **Act** for that kind of **building**; or

- (6) To the extent that payment under this **policy** for a **condominium building** loss, in combination with any recovery available to you as a tenant in common under any **NFIP condominium association policies** for the same **building** loss, exceeds the amount of insurance permitted under the **Act** for a single-family dwelling.

Loss assessment coverage does not increase the Coverage **A** limit of liability.

### D. COVERAGE D - INCREASED COST OF COMPLIANCE

#### 1. General

This **policy** pays you to comply with a State or local floodplain management law or ordinance affecting repair or reconstruction of a structure suffering **flood** damage. Compliance activities eligible for payment are: elevation, floodproofing, relocation, or demolition (or any combination of these activities) of your structure. Eligible floodproofing activities are limited to:

- a. Nonresidential structures.
- b. Residential structures with **basements** that satisfy FEMA's standards published in the Code of Federal Regulations [44 CFR 60.6 (b) or (c)].

#### 2. Limit of Liability

We will pay you up to \$30,000 under this Coverage **D** - Increased Cost of Compliance, which only applies to **policies** with **building** coverage (Coverage **A**). Our payment of claims under Coverage **D** is in addition to the amount of coverage which you selected on the **application** and which appears on the **Declarations Page**. But the maximum you can collect under this **policy** for both Coverage **A** - Building Property and Coverage **D** - Increased Cost of Compliance cannot exceed the maximum permitted under the **Act**. We do not charge a separate deductible for a claim under Coverage **D**.

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### 3. Eligibility

- a. A structure covered under Coverage **A** - Building Property sustaining a loss caused by a **flood** as defined by this **policy** must:

- (1) Be a "repetitive loss structure." A repetitive loss structure is one that meets the following conditions:

- (a) The structure is covered by a contract of flood insurance issued under the **NFIP**.
- (b) The structure has suffered **flood** damage on two occasions during a 10-year period which ends on the date of the second loss.
- (c) The cost to repair the **flood** damage, on average, equaled or exceeded 25 percent of the market value of the structure at the time of each flood loss.
- (d) In addition to the current claim, the **NFIP** must have paid the previous qualifying claim, and the State or community must have a cumulative, substantial damage provision or repetitive loss provision in its floodplain management law or ordinance being enforced against the structure; or

- (2) Be a structure that has had **flood** damage in which the cost to repair equals or exceeds 50 percent of the market value of the structure at the time of the **flood**. The State or community must have a substantial damage provision in its floodplain management law or ordinance being enforced against the structure.

- b. This Coverage **D** pays you to comply with State or local floodplain management laws or ordinances that meet the minimum standards of the **National Flood Insurance Program** found in the Code of Federal Regulations at 44 CFR 60.3. We pay for compliance activities that exceed those standards under these conditions:

- (1) **3.a.(1)** above.
- (2) Elevation or floodproofing in any risk zone to preliminary or advisory **base flood** elevations provided by FEMA which the State or local government has adopted and is enforcing for **flood**-damaged structures in such areas. (This includes compliance activities in B, C, X, or D zones which are being changed to zones with **base flood** elevations. This also includes compliance activities in zones where **base flood**

elevations are being increased, and a **flood**-damaged structure must comply with the higher advisory **base flood** elevation.) Increased Cost of Compliance coverage does not apply to situations in B, C, X, or D zones where the community has derived its own elevations and is enforcing elevation or floodproofing requirements for **flood**-damaged structures to elevations derived solely by the community.

- (3) Elevation or floodproofing above the **base flood** elevation to meet State or local "freeboard" requirements, i.e., that a structure must be elevated above the **base flood** elevation.

- c. Under the minimum **NFIP** criteria at 44 CFR 60.3 (b)(4), States and communities must require the elevation or floodproofing of structures in unnumbered A zones to the **base flood** elevation where elevation data is obtained from a Federal, State, or other source. Such compliance activities are also eligible for Coverage **D**.

- d. This coverage will also pay for the incremental cost, after demolition or relocation, of elevating or floodproofing a structure during its rebuilding at the same or another site to meet State or local floodplain management laws or ordinances, subject to Exclusion **D.5.g.** below.

- e. This coverage will also pay to bring a **flood**-damaged structure into compliance with State or local floodplain management laws or ordinances even if the structure had received a variance before the present loss from the applicable floodplain management requirements.

### 4. Conditions

- a. When a structure covered under Coverage **A** - Building Property sustains a loss caused by a **flood**, our payment for the loss under this Coverage **D** will be for the increased cost to elevate, floodproof, relocate, or demolish (or any combination of these activities) caused by the enforcement of current State or local floodplain management ordinances or laws. Our payment for eligible demolition activities will be for the cost to demolish and clear the site of the **building** debris or a portion thereof caused by the enforcement of current State or local floodplain management ordinances or laws. Eligible activities for the cost of clearing the site will include those necessary to discontinue utility service to the site and ensure proper abandonment of on-site utilities.
- b. When the **building** is repaired or rebuilt, it must be intended for the same occupancy as the present **building** unless otherwise required by current floodplain management ordinances or laws.

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### 5. Exclusions

Under this Coverage **D** - Increased Cost of Compliance, we will not pay for:

- a. The cost to comply with any floodplain management law or ordinance in communities participating in the **Emergency Program**.
- b. The cost associated with enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.
- c. The loss in value to any insured **building** or other structure due to the requirements of any ordinance or law.
- d. The loss in residual value of the undamaged portion of a **building** demolished as a consequence of enforcement of any State or local floodplain management law or ordinance.
- e. Any Increased Cost of Compliance under this Coverage **D**:
  - (1) Until the **building** is elevated, floodproofed, demolished, or relocated on the same or to another premises; and
  - (2) Unless the **building** is elevated, floodproofed, demolished, or relocated as soon as reasonably possible after the loss, not to exceed 2 years (see **3.b.**).
- f. Any code upgrade requirements, e.g., plumbing or electrical wiring, not specifically related to the State or local floodplain management law or ordinance.
- g. Any compliance activities needed to bring additions or **improvements** made after the loss occurred into compliance with State or local floodplain management laws or ordinances.
- h. Loss due to any ordinance or law that you were required to comply with before the current loss.
- i. Any rebuilding activity to standards that do not meet the **NFIP's** minimum requirements. This includes any situation where you have received from the State or community a variance in connection with the current **flood** loss to rebuild the property to an elevation below the **base flood** elevation.
- j. Increased Cost of Compliance for a garage or carport.
- k. Any structure insured under an **NFIP** Group Flood Insurance Policy.
- l. Assessments made by a **condominium association** on individual **condominium unit** owners to pay increased costs of repairing commonly owned **buildings** after a **flood** in compliance with State or local floodplain management ordinances or laws.

### 6. Other Provisions

- a. Increased Cost of Compliance coverage will not be included in the calculation to determine whether coverage meets the 80 percent insurance-to-value requirement for replacement cost coverage as set forth in **VII. General Conditions, V. Loss Settlement**.
- b. All other conditions and provisions of this **policy** apply.

## IV. PROPERTY NOT COVERED

We do not cover any of the following property:

1. Personal property not inside the fully enclosed **building**;
2. A **building**, and personal property in it, located entirely in, on, or over water or seaward of mean high tide if it was constructed or substantially improved after September 30, 1982;
3. Open structures, including a **building** used as a boathouse or any structure or **building** into which boats are floated, and personal property located in, on, or over water;
4. Recreational vehicles other than travel trailers described in **II.B.6.c.**, whether affixed to a permanent foundation or on wheels;
5. Self-propelled vehicles or machines, including their parts and equipment. However, we do cover self-propelled vehicles or machines not licensed for use on public roads that are:
  - a. Used mainly to service the **described location**, or
  - b. Designed and used to assist handicapped persons,
 while the vehicles or machines are inside a **building** at the **described location**;
6. Land, land values, lawns, trees, shrubs, plants, growing crops, or animals;
7. Accounts, bills, coins, currency, deeds, evidences of debt, medals, money, scrip, stored value cards, postage stamps, securities, bullion, manuscripts, or other valuable papers;

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| <p>8. Underground structures and equipment, including wells, septic tanks, and septic systems;</p> <p>9. Those portions of walks, walkways, decks, driveways, patios, and other surfaces, all whether protected by a roof or not, located outside the perimeter, exterior walls of the insured <b>building</b> or the <b>building</b> in which the insured <b>unit</b> is located;</p> <p>10. Containers, including related equipment, such as, but not limited to, tanks containing gases or liquids;</p> <p>11. <b>Buildings</b> or <b>units</b> and all their contents if more than 49 percent of the <b>actual cash value</b> of the <b>building</b> or <b>unit</b> is below ground, unless the lowest level is at or above the <b>base flood</b> elevation and is below ground by reason of earth having been used as insulation material in conjunction with energy efficient building techniques;</p> | <p>12. Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks;</p> <p>13. Aircraft or watercraft, or their furnishings and equipment;</p> <p>14. Hot tubs and spas that are not bathroom fixtures, and swimming pools, and their equipment such as, but not limited to, heaters, filters, pumps, and pipes, wherever located;</p> <p>15. Property not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act and the Coastal Barrier Improvement Act and amendments to these acts;</p> <p>16. Personal property you own in common with other <b>unit</b> owners comprising the membership of a <b>condominium association</b>.</p> |
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### V. EXCLUSIONS

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|---|---|
| <p>A. We only provide coverage for <b>direct physical loss by or from flood</b>, which means that we do not pay you for:</p> <ol style="list-style-type: none"> <li>1. Loss of revenue or profits;</li> <li>2. Loss of access to the insured property or <b>described location</b>;</li> <li>3. Loss of use of the insured property or <b>described location</b>;</li> <li>4. Loss from interruption of business or production;</li> <li>5. Any additional living expenses incurred while the insured <b>building</b> is being repaired or is unable to be occupied for any reason;</li> <li>6. The cost of complying with any ordinance or law requiring or regulating the construction, demolition, remodeling, renovation, or repair of property, including removal of any resulting debris. This exclusion does not apply to any eligible activities that we describe in Coverage <b>D</b> - Increased Cost of Compliance; or</li> <li>7. Any other economic loss.</li> </ol> <p>B. We do not insure a loss directly or indirectly caused by a <b>flood</b> that is already in progress at the time and date:</p> <ol style="list-style-type: none"> <li>1. The <b>policy</b> term begins; or</li> <li>2. Coverage is added at your request.</li> </ol> <p>C. We do not insure for loss to property caused directly by earth movement even if the earth movement is</p> | <p>caused by <b>flood</b>. Some examples of earth movement that we do not cover are:</p> <ol style="list-style-type: none"> <li>1. Earthquake;</li> <li>2. Landslide;</li> <li>3. Land subsidence;</li> <li>4. Sinkholes;</li> <li>5. Destabilization or movement of land that results from accumulation of water in subsurface land area; or</li> <li>6. Gradual erosion.</li> </ol> <p>We do, however, pay for losses from <b>mudflow</b> and land subsidence as a result of erosion that are specifically covered under our definition of <b>flood</b> (see <b>II.A.1.c.</b> and <b>II.A.2.</b>).</p> <p>D. We do not insure for direct physical loss caused directly or indirectly by any of the following:</p> <ol style="list-style-type: none"> <li>1. The pressure or weight of ice;</li> <li>2. Freezing or thawing;</li> <li>3. Rain, snow, sleet, hail, or water spray;</li> <li>4. Water, moisture, mildew, or mold damage that results primarily from any condition:             <ol style="list-style-type: none"> <li>a. Substantially confined to the <b>dwelling</b>; or</li> <li>b. That is within your control, including but not limited to:                 <ol style="list-style-type: none"> <li>(1) Design, structural, or mechanical defects;</li> </ol> </li> </ol> </li> </ol> |
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- (2) Failure, stoppage, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or
- (3) Failure to inspect and maintain the property after a **flood** recedes;
5. Water or waterborne material that:
- a. Backs up through sewers or drains;
  - b. Discharges or overflows from a sump, sump pump, or related equipment; or
  - c. Seeps or leaks on or through the covered property;
- unless there is a **flood** in the area and the **flood** is the proximate cause of the sewer or drain backup, sump pump discharge or overflow, or seepage of water;
6. The pressure or weight of water unless there is a **flood** in the area and the **flood** is the proximate cause of the damage from the pressure or weight of water;
7. Power, heating, or cooling failure unless the failure results from **direct physical loss by or from flood** to power, heating, or cooling equipment on the **described location**;
8. Theft, fire, explosion, wind, or windstorm;
9. Anything you or any member of your household do or conspire to do to cause loss by **flood** deliberately; or
10. Alteration of the insured property that significantly increases the risk of flooding.
- E. We do not insure for loss to any **building** or personal property located on land leased from the Federal Government, arising from or incident to the flooding of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under flood insurance issued under any Federal Government program.
- F. We do not pay for the testing for or monitoring of **pollutants** unless required by law or ordinance.

### VI. DEDUCTIBLES

- A. When a loss is covered under this **policy**, we will pay only that part of the loss that exceeds your deductible amount, subject to the limit of liability that applies. The deductible amount is shown on the **Declarations Page**.
- However, when a **building** under construction, alteration, or repair does not have at least two rigid exterior walls and a fully secured roof at the time of loss, your deductible amount will be two times the deductible that would otherwise apply to a completed **building**.
- B. In each loss from **flood**, separate deductibles apply to the **building** and personal property insured by this **policy**.
- C. The deductible does not apply to:
1. **III.C.2.** Loss Avoidance Measures;
  2. **III.C.3.** Condominium Loss Assessments; or
  3. **III.D.** Increased Cost of Compliance.

### VII. GENERAL CONDITIONS

#### A. Pairs and Sets

In case of loss to an article that is part of a pair or set, we will have the option of paying you:

1. An amount equal to the cost of replacing the lost, damaged, or destroyed article, minus its depreciation; or
2. The amount that represents the fair proportion of the total value of the pair or set that the lost, damaged, or destroyed article bears to the pair or set.

#### B. Concealment or Fraud and Policy Voidance

1. With respect to all insureds under this **policy**, this **policy**:
  - a. Is void;
  - b. Has no legal force or effect;
  - c. Cannot be renewed; and
  - d. Cannot be replaced by a new **NFIP policy**;

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if, before or after a loss, you or any other insured or your agent have at any time:

- (1) Intentionally concealed or misrepresented any material fact or circumstance;
- (2) Engaged in fraudulent conduct; or
- (3) Made false statements;

relating to this **policy** or any other **NFIP** insurance.

2. This **policy** will be void as of the date the wrongful acts described in **B.1.** above were committed.
3. Fines, civil penalties, and imprisonment under applicable Federal laws may also apply to the acts of fraud or concealment described above.
4. This **policy** is also void for reasons other than fraud, misrepresentation, or wrongful act. This **policy** is void from its inception and has no legal force under the following conditions:
  - a. If the property is located in a community that was not participating in the **NFIP** on the **policy's** inception date and did not join or reenter the program during the **policy** term and before the loss occurred; or
  - b. If the property listed on the **application** is otherwise not eligible for coverage under the **NFIP**.

#### C. Other Insurance

1. If a loss covered by this **policy** is also covered by other insurance that includes **flood** coverage not issued under the **Act**, we will not pay more than the amount of insurance that you are entitled to for lost, damaged, or destroyed property insured under this **policy** subject to the following:
  - a. We will pay only the proportion of the loss that the amount of insurance that applies under this **policy** bears to the total amount of insurance covering the loss, unless **C.1.b.** or **c.** immediately below applies.
  - b. If the other policy has a provision stating that it is excess insurance, this **policy** will be primary.
  - c. This **policy** will be primary (but subject to its own deductible) up to the deductible in the other **flood** policy (except another policy as described in **C.1.b.** above). When the other deductible amount is reached, this **policy** will participate in the same proportion that the amount of insurance under this **policy** bears to the total amount of both policies, for the remainder of the loss.

2. If there is other insurance in the name of your **condominium association** covering the same property covered by this **policy**, then this **policy** will be in excess over the other insurance.

#### D. Amendments, Waivers, Assignment

This **policy** cannot be changed nor can any of its provisions be waived without the express written consent of the Federal Insurance Administrator. No action that we take under the terms of this **policy** constitutes a waiver of any of our rights. You may assign this **policy** in writing when you transfer title of your property to someone else, except under these conditions:

1. When this **policy** covers only personal property; or
2. When this **policy** covers a structure during the course of construction.

#### E. Cancellation of Policy by You

1. You may cancel this **policy** in accordance with the applicable rules and regulations of the **NFIP**.
2. If you cancel this **policy**, you may be entitled to a full or partial refund of premium also under the applicable rules and regulations of the **NFIP**.

#### F. Nonrenewal of the Policy by Us

Your **policy** will not be renewed:

1. If the community where your covered property is located stops participating in the **NFIP**; or
2. If your **building** has been declared ineligible under Section 1316 of the **Act**.

#### G. Reduction and Reformation of Coverage

1. If the premium we received from you was not enough to buy the kind and amount of coverage you requested, we will provide only the amount of coverage that can be purchased for the premium payment we received.
2. The **policy** can be reformed to increase the amount of coverage resulting from the reduction described in **G.1.** above to the amount you requested as follows:
  - a. Discovery of insufficient premium or incomplete rating information before a loss.
    - (1) If we discover before you have a **flood** loss that your premium payment was not enough to buy the requested amount of coverage, we will send you and any mortgagee or trustee known to us a bill for the required additional premium for the current **policy** term (or that portion of the current **policy** term following any endorsement changing

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the amount of coverage). If you or the mortgagee or trustee pay the additional premium within 30 days from the date of our bill, we will reform the **policy** to increase the amount of coverage to the originally requested amount effective to the beginning of the current **policy** term (or subsequent date of any endorsement changing the amount of coverage).

- (2) If we determine before you have a **flood** loss that the rating information we have is incomplete and prevents us from calculating the additional premium, we will ask you to send the required information. You must submit the information within 60 days of our request. Once we determine the amount of additional premium for the current **policy** term, we will follow the procedure in **G.2.a.(1)** above.
- (3) If we do not receive the additional premium (or additional information) by the date it is due, the amount of coverage can only be increased by endorsement subject to any appropriate waiting period.
- b. Discovery of insufficient premium or incomplete rating information after a loss.
- (1) If we discover after you have a **flood** loss that your premium payment was not enough to buy the requested amount of coverage, we will send you and any mortgagee or trustee known to us a bill for the required additional premium for the current and the prior **policy** terms. If you or the mortgagee or trustee pay the additional premium within 30 days from the date of our bill, we will reform the **policy** to increase the amount of coverage to the originally requested amount effective to the beginning of the prior **policy** term.
- (2) If we discover after you have a **flood** loss that the rating information we have is incomplete and prevents us from calculating the additional premium, we will ask you to send the required information. You must submit the information before your claim can be paid. Once we determine the amount of additional premium for the current and prior **policy** terms, we will follow the procedure in **G.2.b.(1)** above.
- (3) If we do not receive the additional premium by the date it is due, your flood insurance claim will be settled based on the reduced amount of coverage. The amount of coverage can only be increased by endorsement subject to any appropriate waiting period.

3. However, if we find that you or your agent intentionally did not tell us, or falsified, any important fact or circumstance or did anything fraudulent relating to this insurance, the provisions of Condition **B. Concealment or Fraud and Policy Voidance** apply.

#### H. Policy Renewal

1. This **policy** will expire at 12:01 a.m. on the last day of the **policy** term.
2. We must receive the payment of the appropriate renewal premium within 30 days of the expiration date.
3. If we find, however, that we did not place your renewal notice into the U.S. Postal Service, or if we did mail it, we made a mistake, e.g., we used an incorrect, incomplete, or illegible address, which delayed its delivery to you before the due date for the renewal premium, then we will follow these procedures:
  - a. If you or your agent notified us, not later than 1 year after the date on which the payment of the renewal premium was due, of nonreceipt of a renewal notice before the due date for the renewal premium, and we determine that the circumstances in the preceding paragraph apply, we will mail a second bill providing a revised due date, which will be 30 days after the date on which the bill is mailed.
  - b. If we do not receive the premium requested in the second bill by the revised due date, then we will not renew the **policy**. In that case, the **policy** will remain an expired **policy** as of the expiration date shown on the **Declarations Page**.
4. In connection with the renewal of this **policy**, we may ask you during the **policy** term to recertify, on a Recertification Questionnaire we will provide to you, the rating information used to rate your most recent **application** for or renewal of insurance.

#### I. Conditions Suspending or Restricting Insurance

We are not liable for loss that occurs while there is a hazard that is increased by any means within your control or knowledge.

#### J. Requirements in Case of Loss

In case of a **flood** loss to insured property, you must:

1. Give prompt written notice to us;
2. As soon as reasonably possible, separate the damaged and undamaged property, putting it in the best possible order so that we may examine it;
3. Prepare an inventory of damaged property showing the quantity, description, **actual cash value**, and amount of loss. Attach all bills, receipts, and related documents;

## Dwelling Form

4. Within 60 days after the loss, send us a proof of loss, which is your statement of the amount you are claiming under the **policy** signed and sworn to by you, and which furnishes us with the following information:
    - a. The date and time of loss;
    - b. A brief explanation of how the loss happened;
    - c. Your interest (for example, "owner") and the interest, if any, of others in the damaged property;
    - d. Details of any other insurance that may cover the loss;
    - e. Changes in title or occupancy of the covered property during the term of the **policy**;
    - f. Specifications of damaged **buildings** and detailed repair estimates;
    - g. Names of mortgagees or anyone else having a lien, charge, or claim against the covered property;
    - h. Details about who occupied any insured **building** at the time of loss and for what purpose; and
    - i. The inventory of damaged personal property described in **J.3.** above.
  5. In completing the proof of loss, you must use your own judgment concerning the amount of loss and justify that amount.
  6. You must cooperate with the adjuster or representative in the investigation of the claim.
  7. The insurance adjuster whom we hire to investigate your claim may furnish you with a proof of loss form, and she or he may help you complete it. However, this is a matter of courtesy only, and you must still send us a proof of loss within 60 days after the loss even if the adjuster does not furnish the form or help you complete it.
  8. We have not authorized the adjuster to approve or disapprove claims or to tell you whether we will approve your claim.
  9. At our option, we may accept the adjuster's report of the loss instead of your proof of loss. The adjuster's report will include information about your loss and the damages you sustained. You must sign the adjuster's report. At our option, we may require you to swear to the report.
1. At such reasonable times and places that we may designate, you must:
    - a. Show us or our representative the damaged property;
    - b. Submit to examination under oath, while not in the presence of another insured, and sign the same; and
    - c. Permit us to examine and make extracts and copies of:
      - (1) Any policies of property insurance insuring you against loss and the deed establishing your ownership of the insured real property;
      - (2) **Condominium association** documents including the Declarations of the **condominium**, its Articles of Association or Incorporation, Bylaws, rules and regulations, and other relevant documents if you are a **unit** owner in a **condominium building**; and
      - (3) All books of accounts, bills, invoices and other vouchers, or certified copies pertaining to the damaged property if the originals are lost.
  2. We may request, in writing, that you furnish us with a complete inventory of the lost, damaged, or destroyed property, including:
    - a. Quantities and costs;
    - b. **Actual cash values** or replacement cost (whichever is appropriate);
    - c. Amounts of loss claimed;
    - d. Any written plans and specifications for repair of the damaged property that you can reasonably make available to us; and
    - e. Evidence that prior **flood** damage has been repaired.
  3. If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may:
    - a. Repair, rebuild, or replace any part of the lost, damaged, or destroyed property with material or property of like kind and quality or its functional equivalent; and
    - b. Take all or any part of the damaged property at the value we agree upon or its appraised value.

**K. Our Options After a Loss**

Options we may, in our sole discretion, exercise after loss include the following:

**L. No Benefit to Bailee**

No person or organization, other than you, having custody of covered property will benefit from this insurance.

## Dwelling Form

**M. Loss Payment**

1. We will adjust all losses with you. We will pay you unless some other person or entity is named in the **policy** or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss (or within 90 days after the insurance adjuster files an adjuster's report signed and sworn to by you in lieu of a proof of loss) and:
  - a. We reach an agreement with you;
  - b. There is an entry of a final judgment; or
  - c. There is a filing of an appraisal award with us, as provided in **VII.P**.
2. If we reject your proof of loss in whole or in part you may:
  - a. Accept our denial of your claim;
  - b. Exercise your rights under this **policy**; or
  - c. File an amended proof of loss, as long as it is filed within 60 days of the date of the loss.

**N. Abandonment**

You may not abandon to us damaged or undamaged property insured under this **policy**.

**O. Salvage**

We may permit you to keep damaged insured property after a loss, and we will reduce the amount of the loss proceeds payable to you under the **policy** by the value of the salvage.

**P. Appraisal**

If you and we fail to agree on the **actual cash value** or, if applicable, replacement cost of your damaged property to settle upon the amount of loss, then either may demand an appraisal of the loss. In this event, you and we will each choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the State where the covered property is located. The appraisers will separately state the **actual cash value**, the replacement cost, and the amount of loss to each item. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of **actual cash value** and loss, or if it applies, the replacement cost and loss.

Each party will:

1. Pay its own appraiser; and

2. Bear the other expenses of the appraisal and umpire equally.

**Q. Mortgage Clause**

The word "mortgagee" includes trustee.

Any loss payable under Coverage **A** - Building Property will be paid to any mortgagee of whom we have actual notice as well as any other mortgagee or loss payee determined to exist at the time of loss, and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

1. Notifies us of any change in the ownership or occupancy, or substantial change in risk of which the mortgagee is aware;
2. Pays any premium due under this **policy** on demand if you have neglected to pay the premium; and
3. Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so.

All of the terms of this **policy** apply to the mortgagee.

The mortgagee has the right to receive loss payment even if the mortgagee has started foreclosure or similar action on the **building**.

If we decide to cancel or not renew this **policy**, it will continue in effect for the benefit of the mortgagee only for 30 days after we notify the mortgagee of the cancellation or nonrenewal.

If we pay the mortgagee for any loss and deny payment to you, we are subrogated to all the rights of the mortgagee granted under the mortgage on the property. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

**R. Suit Against Us**

You may not sue us to recover money under this **policy** unless you have complied with all the requirements of the **policy**. If you do sue, you must start the suit within 1 year after the date of the written denial of all or part of the claim, and you must file the suit in the United States District Court of the district in which the insured property was located at the time of loss. This requirement applies to any claim that you may have under this **policy** and to any dispute that you may have arising out of the handling of any claim under the **policy**.

**S. Subrogation**

Whenever we make a payment for a loss under this **policy**, we are subrogated to your right to recover for that loss from any other person. That means that your right to

## Dwelling Form

recover for a loss that was partly or totally caused by someone else is automatically transferred to us, to the extent that we have paid you for the loss. We may require you to acknowledge this transfer in writing. After the loss, you may not give up our right to recover this money or do anything that would prevent us from recovering it. If you make any claim against any person who caused your loss and recover any money, you must pay us back first before you may keep any of that money.

#### T. Continuous Lake Flooding

1. If your insured **building** has been flooded by rising lake waters continuously for 90 days or more and it appears reasonably certain that a continuation of this flooding will result in a covered loss to the insured **building** equal to or greater than the **building policy** limits plus the deductible or the maximum payable under the **policy** for any one **building** loss, we will pay you the lesser of these two amounts without waiting for the further damage to occur if you sign a release agreeing:

- a. To make no further claim under this **policy**;
- b. Not to seek renewal of this **policy**;
- c. Not to apply for any flood insurance under the **Act** for property at the **described location**; and
- d. Not to seek a premium refund for current or prior terms.

If the **policy** term ends before the insured **building** has been flooded continuously for 90 days, the provisions of this paragraph **T.1.** will apply when the insured **building** suffers a covered loss before the **policy** term ends.

2. If your insured **building** is subject to continuous lake flooding from a closed basin lake, you may elect to file a claim under either paragraph **T.1.** above or paragraph **T.2.** (A "closed basin lake" is a natural lake from which water leaves primarily through evaporation and whose surface area now exceeds or has exceeded 1 square mile at any time in the recorded past. Most of the nation's closed basin lakes are in the western half of the United States, where annual evaporation exceeds annual precipitation and where lake levels and surface areas are subject to considerable fluctuation due to wide variations in the climate. These lakes may overtop their basins on rare occasions.) Under this paragraph **T.2.** we will pay your claim as if the **building** is a total loss even though it has not been continuously inundated for 90 days, subject to the following conditions:

- a. Lake **flood** waters must damage or imminently threaten to damage your **building**.
- b. Before approval of your claim, you must:

(1) Agree to a claim payment that reflects your buying back the salvage on a negotiated basis; and

(2) Grant the conservation easement described in FEMA's "Policy Guidance for Closed Basin Lakes," to be recorded in the office of the local recorder of deeds. FEMA, in consultation with the community in which the property is located, will identify on a map an area or areas of special consideration (ASC) in which there is a potential for **flood** damage from continuous lake flooding. FEMA will give the community the agreed-upon map showing the ASC. This easement will only apply to that portion of the property in the ASC. It will allow certain agricultural and recreational uses of the land. The only structures that it will allow on any portion of the property within the ASC are certain simple agricultural and recreational structures. If any of these allowable structures are insurable buildings under the **NFIP** and are insured under the **NFIP**, they will not be eligible for the benefits of this paragraph **T.2.** If a U.S. Army Corps of Engineers certified **flood** control project or otherwise certified **flood** control project later protects the property, FEMA will, upon request, amend the ASC to remove areas protected by those projects. The restrictions of the easement will then no longer apply to any portion of the property removed from the ASC; and

(3) Comply with paragraphs **T.1.a.** through **T.1.d.** above.

c. Within 90 days of approval of your claim, you must move your **building** to a new location outside the ASC. FEMA will give you an additional 30 days to move if you show that there is sufficient reason to extend the time.

d. Before the final payment of your claim, you must acquire an elevation certificate and a floodplain development permit from the local floodplain administrator for the new location of your **building**.

e. Before the approval of your claim, the community having jurisdiction over your **building** must:

(1) Adopt a permanent land use ordinance, or a temporary moratorium for a period not to exceed 6 months to be followed immediately by a permanent land use ordinance, that is consistent with the provisions specified in the easement required in paragraph **T.2.b.** above.

(2) Agree to declare and report any violations of this ordinance to FEMA so that under Section 1316 of the National Flood Insurance Act of 1968, as amended, flood insurance to the **building** can be denied; and

## Dwelling Form

(3) Agree to maintain as deed-restricted, for purposes compatible with open space or agricultural or recreational use only, any affected property the community acquires an interest in. These deed restrictions must be consistent with the provisions of paragraph **T.2.b.** above, except that, even if a certified project protects the property, the land use restrictions continue to apply if the property was acquired under the Hazard Mitigation Grant Program or the Flood Mitigation Assistance Program. If a nonprofit land trust organization receives the property as a donation, that organization must maintain the property as deed-restricted, consistent with the provisions of paragraph **T.2.b.** above.

- f. Before the approval of your claim, the affected State must take all action set forth in FEMA's "Policy Guidance for Closed Basin Lakes."
- g. You must have **NFIP** flood insurance coverage continuously in effect from a date established by FEMA until you file a claim under paragraph **T.2.** If a subsequent owner buys **NFIP** insurance that goes into effect within 60 days of the date of transfer of title, any gap in coverage during that 60-day period will not be a violation of this continuous coverage requirement. For the purpose of honoring a claim under this paragraph **T.2.**, we will not consider to be in effect any increased coverage that became effective after the date established by FEMA. The exception to this is any increased coverage in the amount suggested by your insurer as an inflation adjustment.
- h. This paragraph **T.2.** will be in effect for a community when the FEMA Regional Director for the affected region provides to the community, in writing, the following:
  - (1) Confirmation that the community and the State are in compliance with the conditions in paragraphs **T.2.e.** and **T.2.f.** above; and
  - (2) The date by which you must have flood insurance in effect.

#### U. Duplicate Policies Not Allowed

1. We will not insure your property under more than one **NFIP policy**.

If we find that the duplication was not knowingly created, we will give you written notice. The notice will advise you that you may choose one of several options under the following procedures:

- a. If you choose to keep in effect the **policy** with the earlier effective date, you may also choose to add the coverage limits of the later **policy** to the limits of the earlier **policy**. The change will become effective as of the effective date of the later **policy**.

- b. If you choose to keep in effect the **policy** with the later effective date, you may also choose to add the coverage limits of the earlier **policy** to the limits of the later **policy**. The change will be effective as of the effective date of the later **policy**.

In either case, you must pay the pro rata premium for the increased coverage limits within 30 days of the written notice. In no event will the resulting coverage limits exceed the permissible limits of coverage under the **Act** or your insurable interest, whichever is less.

We will make a refund to you, according to applicable **NFIP** rules, of the premium for the **policy** not being kept in effect.

2. Your option under Condition **U. Duplicate Policies Not Allowed** to elect which **NFIP policy** to keep in effect does not apply when duplicates have been knowingly created. Losses occurring under such circumstances will be adjusted according to the terms and conditions of the earlier **policy**. The **policy** with the later effective date will be canceled.

#### V. Loss Settlement

##### 1. Introduction

This **policy** provides three methods of settling losses: Replacement Cost, Special Loss Settlement, and **Actual Cash Value**. Each method is used for a different type of property, as explained in **a.-c.** below.

- a. Replacement Cost loss settlement, described in **V.2.** below, applies to a single-family **dwelling** provided:
  - (1) It is your principal residence, which means that, at the time of loss, you or your spouse lived there for at least 80 percent of:
    - (a) The 365 days immediately preceding the loss; or
    - (b) The period of your ownership, if you owned the **dwelling** for less than 365 days; and
  - (2) At the time of loss, the amount of insurance in this **policy** that applies to the **dwelling** is 80 percent or more of its full replacement cost immediately before the loss, or is the maximum amount of insurance available under the **NFIP**.
- b. Special loss settlement, described in **V.3.** below, applies to a single-family **dwelling** that is a manufactured or mobile home or a travel trailer.
- c. **Actual Cash Value** loss settlement applies to a single-family **dwelling** not subject to replacement cost or special loss settlement, and to the property listed in **V.4.** below.

## Dwelling Form

## 2. Replacement Cost Loss Settlement

The following loss settlement conditions apply to a single-family **dwelling** described in **V.1.a.** above:

- a. We will pay to repair or replace the damaged **dwelling** after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:
  - (1) The **building** limit of liability shown on your **Declarations Page**;
  - (2) The replacement cost of that part of the **dwelling** damaged, with materials of like kind and quality, and for like use; or
  - (3) The necessary amount actually spent to repair or replace the damaged part of the **dwelling** for like use.
- b. If the **dwelling** is rebuilt at a new location, the cost described above is limited to the cost that would have been incurred if the **dwelling** had been rebuilt at its former location.
- c. When the full cost of repair or replacement is more than \$1,000 or more than 5 percent of the whole amount of insurance that applies to the **dwelling**, we will not be liable for any loss under **V.2.a.** above or **V.4.a.(2)** below unless and until actual repair or replacement is completed.
- d. You may disregard the replacement cost conditions above and make claim under this **policy** for loss to **dwellings** on an **actual cash value** basis. You may then make claim for any additional liability according to **V.2.a., b.,** and **c.** above, provided you notify us of your intent to do so within 180 days after the date of loss.
- e. If the community in which your **dwelling** is located has been converted from the **Emergency Program** to the **Regular Program** during the current **policy** term, then we will consider the maximum amount of available **NFIP** insurance to be the amount that was available at the beginning of the current **policy** term.

## 3. Special Loss Settlement

- a. The following loss settlement conditions apply to a single-family **dwelling** that:
  - (1) Is a manufactured or mobile home or a travel trailer, as defined in **II.B.6.b.** and **II.B.6.c.**;
  - (2) Is at least 16 feet wide when fully assembled and has an area of at least 600 square feet within its perimeter walls when fully assembled; and

(3) Is your principal residence, as specified in **V.1.a.(1)** above.

- b. If such a **dwelling** is totally destroyed or damaged to such an extent that, in our judgment, it is not economically feasible to repair, at least to its predamage condition, we will, at our discretion, pay the least of the following amounts:
  - (1) The lesser of the replacement cost of the **dwelling** or 1.5 times the **actual cash value**, or
  - (2) The **building** limit of liability shown on your **Declarations Page**.

- c. If such a **dwelling** is partially damaged and, in our judgment, it is economically feasible to repair it to its predamage condition, we will settle the loss according to the Replacement Cost conditions in paragraph **V.2.** above.

## 4. Actual Cash Value Loss Settlement

The types of property noted below are subject to **actual cash value** [or in the case of **V.4.a.(2)** below, proportional] loss settlement.

- a. A **dwelling**, at the time of loss, when the amount of insurance on the **dwelling** is both less than 80 percent of its full replacement cost immediately before the loss and less than the maximum amount of insurance available under the **NFIP**. In that case, we will pay the greater of the following amounts, but not more than the amount of insurance that applies to that **dwelling**:

- (1) The **actual cash value**, as defined in **II.B.2.**, of the damaged part of the **dwelling**; or
- (2) A proportion of the cost to repair or replace the damaged part of the **dwelling**, without deduction for physical depreciation and after application of the deductible.

This proportion is determined as follows: If 80 percent of the full replacement cost of the **dwelling** is less than the maximum amount of insurance available under the **NFIP**, then the proportion is determined by dividing the actual amount of insurance on the **dwelling** by the amount of insurance that represents 80 percent of its full replacement cost. But if 80 percent of the full replacement cost of the **dwelling** is greater than the maximum amount of insurance available under the **NFIP**, then the proportion is determined by dividing the actual amount of insurance on the **dwelling** by the maximum amount of insurance available under the **NFIP**.

- b. A two-, three-, or four-family **dwelling**.
- c. A **unit** that is not used exclusively for single-family **dwelling** purposes.

Dwelling Form

- d. Detached garages.
- e. Personal property.
- f. Appliances, carpets, and carpet pads.
- g. Outdoor awnings, outdoor antennas or aerials of any type, and other outdoor equipment.
- h. Any property covered under this **policy** that is abandoned after a loss and remains as debris anywhere on the **described location**.
- i. A **dwelling** that is not your principal residence.

- a. Footings, foundations, piers, or any other structures or devices that are below the undersurface of the lowest basement floor and support all or part of the **dwelling**;
- b. Those supports listed in **V.5.a.** above that are below the surface of the ground inside the foundation walls if there is no basement; and
- c. Excavations and underground flues, pipes, wiring, and drains.

The Coverage **D** - Increased Cost of Compliance limit of liability is not included in the determination of the amount of insurance required.

5. Amount of Insurance Required

To determine the amount of insurance required for a **dwelling** immediately before the loss, do not include the value of:

VIII. LIBERALIZATION CLAUSE

If we make a change that broadens your coverage under this edition of our **policy**, but does not require any additional premium, then that change will automatically apply to your insurance as of the date we implement the

change, provided that this implementation date falls within 60 days before, or during, the **policy** term stated on the **Declarations Page**.

IX. WHAT LAW GOVERNS

This **policy** and all disputes arising from the handling of any claim under the **policy** are governed exclusively by the flood insurance regulations issued by FEMA, the

National Flood Insurance Act of 1968, as amended (42 U.S.C. 4001, et seq.), and Federal common law.

IN WITNESS WHEREOF, we have signed this **policy** below and hereby enter into this Insurance Agreement

Edward L. Connor  
Acting Administrator, National Flood Insurance Program  
Federal Emergency Management Agency

## Dwelling Form

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**CLAIM GUIDELINES IN CASE OF A FLOOD**


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For the protection of you and your family, the following claim guidelines are provided by the National Flood Insurance Program (NFIP). If you are ever in doubt as to what action is needed, consult your insurance representative or call the NFIP toll-free at 1-800-638-6620 or on the TDD line at 1-800-447-9487.

Know your insurance representative's name and telephone number. List them here for fast reference:

Insurance Representative \_\_\_\_\_

Representative's Phone Number \_\_\_\_\_

- Notify us or your insurance representative, in writing, as soon as possible after the flood.
- If you report to your insurance representative, remind him or her to assign the claim to an NFIP-approved claims adjuster. The NFIP pays for the services of the independent claims adjuster assigned to your claim.
- Determine the independent claims adjuster assigned to your claim and contact him or her if you have not been contacted within 24 hours after you reported the claim to your insurance representative.
- As soon as possible, separate damaged property from undamaged property so that damage can be inspected and evaluated.
- Discuss with the claims adjuster any need you may have for an advance or partial payment for your loss.
- To help the claims adjuster, try to take photographs of the outside of the premises showing the flooding and the damage and photographs of the inside of the premises showing the height of the water and the damaged property.
- Place all account books, financial records, receipts, and other loss verification material in a safe place for examination and evaluation by the claims adjuster.
- Work cooperatively and promptly with the claims adjuster to determine and document all claim items. Be prepared to advise the claims adjuster of the cause and responsible party(ies), if the flooding resulted from other than natural cause.
- Make sure that the claims adjuster fully explains, and that you fully understand, all allowances and procedures for processing claim payments on the basis of your proof of loss. This policy requires you to send us detailed proof of loss within 60 days after the loss.
- Any and all coverage problems and claim allowance restrictions must be communicated directly from the NFIP. Claims adjusters are not authorized to approve or deny claims; their job is to report to the NFIP on the elements of flood cause and damage.

At our option, we may accept an adjuster's report of the loss instead of your proof of loss. The adjuster's report will include information about your loss and the damages to your insured property. You must sign the adjuster's report. At our option, we may require you to swear to the report.



National Flood Insurance Program

# General Property Form

Standard Flood Insurance Policy



**FEMA**

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## General Property Form

### FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM

#### STANDARD FLOOD INSURANCE POLICY

### GENERAL PROPERTY FORM

PLEASE READ THE POLICY CAREFULLY. THE FLOOD INSURANCE PROVIDED IS SUBJECT TO LIMITATIONS, RESTRICTIONS, AND EXCLUSIONS.

THIS POLICY PROVIDES NO COVERAGE:

1. IN A REGULAR PROGRAM COMMUNITY, FOR A RESIDENTIAL CONDOMINIUM BUILDING, AS DEFINED IN THIS POLICY; AND
2. EXCEPT FOR PERSONAL PROPERTY COVERAGE, FOR A UNIT IN A CONDOMINIUM BUILDING.

#### I. AGREEMENT

The Federal Emergency Management Agency (FEMA) provides flood insurance under the terms of the National Flood Insurance Act of 1968 and its amendments, and Title 44 of the Code of Federal Regulations (CFR).

We will pay you for **direct physical loss by or from flood** to your insured property if you:

1. Have paid the correct premium;

2. Comply with all terms and conditions of this **policy**; and
3. Have furnished accurate information and statements.

We have the right to review the information you give us at any time and to revise your **policy** based on our review.

#### II. DEFINITIONS

**A.** In this **policy**, "you" and "your" refer to the insured(s) shown on the **Declarations Page** of this **policy**. "Insured(s)" includes: Any mortgagee and loss payee named in the **Application** and **Declarations Page**, as well as any other mortgagee or loss payee determined to exist at the time of loss in the order of precedence. "We," "us," and "our" refer to the insurer.

Some definitions are complex because they are provided as they appear in the law or regulations, or result from court cases. The precise definitions are intended to protect you.

**Flood**, as used in this flood insurance **policy**, means:

1. A general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is your property) from:
  - a. Overflow of inland or tidal waters;
  - b. Unusual and rapid accumulation or runoff of surface waters from any source;
  - c. **Mudflow**.

**2.** Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a **flood** as defined in **A.1.a.** above.

**B.** The following are the other key definitions that we use in this **policy**:

1. **Act.** The National Flood Insurance Act of 1968 and any amendments to it.
2. **Actual Cash Value.** The cost to replace an insured item of property at the time of loss, less the value of its physical depreciation.
3. **Application.** The statement made and signed by you or your agent in applying for this **policy**. The **application** gives information we use to determine the eligibility of the risk, the kind of **policy** to be issued, and the correct premium payment. The **application** is part of this flood insurance **policy**. For us to issue you a **policy**, the correct premium payment must accompany the **application**.
4. **Base Flood.** A flood having a one percent chance of being equaled or exceeded in any given year.

## General Property Form

- 5. Basement.** Any area of the **building**, including any sunken room or sunken portion of a room, having its floor below ground level (subgrade) on all sides.
- 6. Building.**
- a.** A structure with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;
  - b.** A manufactured home (a "manufactured home," also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
  - c.** A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.
- Building** does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, or other similar vehicle, except as described in **B.6.c.**, above.
- 7. Cancellation.** The ending of the insurance coverage provided by this **policy** before the expiration date.
- 8. Condominium.** That form of ownership of real property in which each **unit** owner has an undivided interest in common elements.
- 9. Condominium Association.** The entity made up of the **unit** owners responsible for the maintenance and operation of:
- a.** Common elements owned in undivided shares by **unit** owners; and
  - b.** Other real property in which the **unit** owners have use rights ;
- where membership in the entity is a required condition of **unit** ownership.
- 10. Declarations Page.** A computer-generated summary of information you provided in the **application** for insurance. The **Declarations Page** also describes the term of the **policy**, limits of coverage, and displays the premium and our name. The **Declarations Page** is a part of this flood insurance **policy**.
- 11. Described Location.** The location where the insured **building** or personal property are found. The **described location** is shown on the **Declarations Page**.
- 12. Direct Physical Loss By or From Flood.** Loss or damage to insured property, directly caused by a **flood**. There must be evidence of physical changes to the property.
- 13. Elevated Building.** A **building** that has no **basement** and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.
- 14. Emergency Program.** The initial phase of a community's participation in the **National Flood Insurance Program**. During this phase, only limited amounts of insurance are available under the **Act**.
- 15. Expense Constant.** A flat charge you must pay on each new or renewal **policy** to defray the expenses of the Federal Government related to **flood** insurance.
- 16. Federal Policy Fee.** A flat charge you must pay on each new or renewal **policy** to defray certain administrative expenses incurred in carrying out the **National Flood Insurance Program**. This fee covers expenses not covered by the **expense constant**.
- 17. Improvements.** Fixtures, alterations, installations, or additions comprising a part of the insured **building**.
- 18. Mudflow.** A river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. Other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope, are not **mudflows**.
- 19. National Flood Insurance Program (NFIP).** The program of flood insurance coverage and floodplain management administered under the **Act** and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.
- 20. Policy.** The entire written contract between you and us. It includes:
- a.** This printed form;
  - b.** The **application** and **Declarations Page**;
  - c.** Any endorsement(s) that may be issued; and
  - d.** Any renewal certificate indicating that coverage has been instituted for a new **policy** and new **policy** term.
- Only one **building**, which you specifically described in the **application**, may be insured under this **policy**.
- 21. Pollutants.** Substances that include, but are not limited to, any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.
- 22. Post-FIRM Building.** A **building** for which construction or substantial improvement occurred

## General Property Form

after December 31, 1974, or on or after the effective date of an initial Flood Insurance Rate Map (FIRM), whichever is later.

23. **Probation Premium.** A flat charge you must pay on each new or renewal **policy** issued covering property in a community that the NFIP has placed on probation under the provisions of 44 CFR 59.24.
24. **Regular Program.** The final phase of a community's participation in the **National Flood Insurance Program**. In this phase, a Flood Insurance Rate Map is in effect and full limits of coverage are available under the **Act**.
25. **Residential Condominium Building.** A **building**, owned and administered as a **condominium**, containing one or more family **units** and in which at least 75 percent of the floor area is residential.
26. **Special Flood Hazard Area.** An area having special **flood**, or **mudflow**, and/or **flood**-related erosion hazards, and shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE, or V.

27. **Stock.** Merchandise held in storage or for sale, raw materials, and in-process or finished goods, including supplies used in their packing or shipping. **Stock** does not include any property not covered under Section **IV**. Property Not Covered, except the following:

- a. Parts and equipment for self-propelled vehicles;
- b. Furnishings and equipment for watercraft;
- c. Spas and hot-tubs, including their equipment; and
- d. Swimming pool equipment.

28. **Unit.** A **unit** in a **condominium building**.

29. **Valued Policy.** A **policy** in which the insured and the insurer agree on the value of the property insured, that value being payable in the event of a total loss. The Standard Flood Insurance Policy is not a **valued policy**.

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### III. PROPERTY COVERED

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#### A. COVERAGE A - BUILDING PROPERTY

We insure against **direct physical loss by or from flood** to:

1. The **building** described on the **Declarations Page** at the **described location**. If the **building** is a **condominium building** and the named insured is the **condominium association**, Coverage **A** includes all **units** within the **building** and the **improvements** within the **units**, provided the **units** are owned in common by all **unit** owners.
2. We also insure **building** property for a period of 45 days at another location, as set forth in **III.C.2.b.**, Property Removed to Safety.
3. Additions and extensions attached to and in contact with the **building** by means of a rigid exterior wall, a solid load-bearing interior wall, a stairway, an elevated walkway, or a roof. At your option, additions and extensions connected by any of these methods may be separately insured. Additions and extensions attached to and in contact with the **building** by means of a common interior wall that is not a solid load-bearing wall are always considered part of the **building** and cannot be separately insured.
4. The following fixtures, machinery, and equipment, which are covered under Coverage **A** only:

- a. Awnings and canopies;

- b. Blinds;
- c. Carpet permanently installed over unfinished flooring;
- d. Central air conditioners;
- e. Elevator equipment;
- f. Fire extinguishing apparatus;
- g. Fire sprinkler systems;
- h. Walk-in freezers;
- i. Furnaces;
- j. Light fixtures;
- k. Outdoor antennas and aerials attached to **buildings**;
- l. Permanently installed cupboards, bookcases, paneling, and wallpaper;
- m. Pumps and machinery for operating pumps;
- n. Ventilating equipment;
- o. Wall mirrors, permanently installed; and
- p. In the **units** within the **building**, installed:
  - (1) Built-in dishwashers;
  - (2) Built-in microwave ovens;
  - (3) Garbage disposal units;
  - (4) Hot water heaters, including solar water heaters;
  - (5) Kitchen cabinets;
  - (6) Plumbing fixtures;
  - (7) Radiators;
  - (8) Ranges;
  - (9) Refrigerators; and
  - (10) Stoves.

## General Property Form

5. Materials and supplies to be used for construction, alteration, or repair of the insured **building** while the materials and supplies are stored in a fully enclosed **building** at the **described location** or on an adjacent property.

6. A **building** under construction, alteration, or repair at the **described location**.

a. If the structure is not yet walled or roofed as described in the definition for **building** (see **II.B.6.a.**), then coverage applies:

- (1) Only while such work is in progress; or
- (2) If such work is halted, only for a period of up to 90 continuous days thereafter.

b. However, coverage does not apply until the **building** is walled and roofed if the lowest floor, including the **basement** floor, of a non-**elevated building** or the lowest elevated floor of an **elevated building** is:

- (1) Below the **base flood** elevation in Zones AH, AE, A1-A30, AR, AR/AE, AR/AH, AR/A1-A30, AR/A, AR/AO; or
- (2) Below the **base flood** elevation adjusted to include the effect of wave action in Zones VE or V1-V30.

The lowest floor levels are based on the bottom of the lowest horizontal structural member of the floor in Zones VE or V1-V30 and the top of the floor in Zones AH, AE, A1-A30, AR, AR/AE, AR/AH, AR/A1-A30, AR/A, AR/AO.

7. A manufactured home or a travel trailer as described in the Definitions section (see **II.B.6.b.** and **II.B.6.c.**).

If the manufactured home or travel trailer is in a **special flood hazard area**, it must be anchored in the following manner at the time of the loss:

- a. By over-the-top or frame ties to ground anchors; or
- b. In accordance with the manufacturer's specifications; or
- c. In compliance with the community's floodplain management requirements

unless it has been continuously insured by the **NFIP** at the same **described location** since September 30, 1982.

8. Items of property in a **building** enclosure below the lowest elevated floor of an **elevated post-FIRM building** located in Zones A1-A30, AE, AH, AR,

AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, or VE, or in a **basement**, regardless of the zone. Coverage is limited to the following:

a. Any of the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:

- (1) Central air conditioners;
- (2) Cisterns and the water in them;
- (3) Drywall for walls and ceilings in a **basement** and the cost of labor to nail it, unfinished and unfloated and not taped, to the framing;
- (4) Electrical junction and circuit breaker boxes;
- (5) Electrical outlets and switches;
- (6) Elevators, dumbwaiters, and related equipment, except for related equipment installed below the **base flood** elevation after September 30, 1987;
- (7) Fuel tanks and the fuel in them;
- (8) Furnaces and hot water heaters;
- (9) Heat pumps;
- (10) Nonflammable insulation in a **basement**;
- (11) Pumps and tanks used in solar energy systems;
- (12) Stairways and staircases attached to the **building**, not separated from it by elevated walkways;
- (13) Sump pumps;
- (14) Water softeners and the chemicals in them, water filters, and faucets installed as an integral part of the plumbing system;
- (15) Well water tanks and pumps;
- (16) Required utility connections for any item in this list; and
- (17) Footings, foundations, posts, pilings, piers, or other foundation walls and anchorage systems required to support a **building**.

b. Clean-up.

## B. COVERAGE B - PERSONAL PROPERTY

1. If you have purchased personal property coverage, we insure, subject to **B.2.**, **3.**, and **4.** below, against **direct physical loss by or from flood** to personal property inside a fully enclosed insured **building**:

- a. Owned solely by you, or in the case of a **condominium**, owned solely by the **condominium association** and used exclusively in the conduct of the business affairs of the **condominium association**; or
- b. Owned in common by the **unit** owners of the **condominium association**.

We also insure such personal property for 45 days while stored at a temporary location, as set forth in **III.C.2.b.** Property Removed to Safety.

## General Property Form

2. When this **policy** covers personal property, coverage will be either for household personal property or other than household personal property, while within the insured **building**, but not both.
- a. If this policy covers household personal property, it will insure household personal property usual to a living quarters, that:
- (1) Belongs to you, or a member of your household, or at your option:
- (a) Your domestic worker;
- (b) Your guest; or
- (2) You may be legally liable for.
- b. If this policy covers other than household personal property, it will insure you:
- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) **Stock**; and
- (4) Other personal property owned by you and used in your business, subject to **IV. Property Not Covered**.
3. Coverage for personal property includes the following property, subject to **B.1.a.** and **B.1.b.** above, which is covered under Coverage **B** only:
- a. Air conditioning units installed in the **building**;
- b. Carpet, not permanently installed, over unfinished flooring;
- c. Carpets over finished flooring;
- d. Clothes washers and dryers;
- e. "Cook-out" grills;
- f. Food freezers, other than walk-in, and food in any freezer;
- g. Outdoor equipment and furniture stored inside the insured **building**;
- h. Ovens and the like; and
- i. Portable microwave ovens and portable dishwashers.
4. Coverage for items of property in a **building** enclosure below the lowest elevated floor of an **elevated post-FIRM building** located in Zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, or VE, or in a **basement**, regardless of the zone, is limited to the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:
- a. Air conditioning units, portable or window type;
- b. Clothes washers and dryers; and
- c. Food freezers, other than walk-in, and food in any freezer.
5. **Special Limits.** We will pay no more than \$2,500 for any loss to one or more of the following kinds of personal property:
- a. Artwork, photographs, collectibles, or memorabilia, including but not limited to, porcelain or other figures, and sports cards;
- b. Rare books or autographed items;
- c. Jewelry, watches, precious and semiprecious stones, or articles of gold, silver, or platinum;
- d. Furs or any article containing fur which represents its principal value.
6. We will pay only for the functional value of antiques.
7. If you are a tenant, you may apply up to 10 percent of the Coverage **B** limit to **improvements**:
- a. Made a part of the **building** you occupy; and
- b. You acquired or made at your expense, even though you cannot legally remove them.
- This coverage does not increase the amount of insurance that applies to insured personal property.
8. If you are a **condominium unit** owner, you may apply up to 10 percent of the Coverage **B** limit to cover loss to interior:
- a. Walls;
- b. Floors; and
- c. Ceilings;
- that are not covered under a **policy** issued to the **condominium association** insuring the **condominium building**.
- This coverage does not increase the amount of insurance that applies to insured personal property.
9. If you are a tenant, personal property must be inside the fully enclosed **building**.
- C. COVERAGE C - OTHER COVERAGES**
1. **Debris Removal**
- a. We will pay the expense to remove non-owned debris on or in insured property and owned debris anywhere.
- b. If you or a member of your household perform the removal work, the value of your work will be based on the Federal minimum wage.
- c. This coverage does not increase the Coverage **A** or Coverage **B** limit of liability.

## General Property Form

### 2. Loss Avoidance Measures

#### a. Sandbags, Supplies, and Labor

(1) We will pay up to \$1,000 for the costs you incur to protect the insured **building** from a **flood** or imminent danger of **flood**, for the following:

(a) Your reasonable expenses to buy:

(i) Sandbags, including sand to fill them;

(ii) Fill for temporary levees;

(iii) Pumps; and

(iv) Plastic sheeting and lumber used in connection with these items; and

(b) The value of work, at the Federal minimum wage, that you perform.

(2) This coverage for Sandbags, Supplies, and Labor only applies if damage to insured property by or from **flood** is imminent and the threat of **flood** damage is apparent enough to lead a person of common prudence to anticipate **flood** damage. One of the following must also occur:

(a) A general and temporary condition of flooding in the area near the **described location** must occur, even if the **flood** does not reach the insured **building**; or

(b) A legally authorized official must issue an evacuation order or other civil order for the community in which the insured **building** is located calling for measures to preserve life and property from the peril of **flood**.

This coverage does not increase the Coverage **A** or Coverage **B** limit of liability.

#### b. Property Removed to Safety

(1) We will pay up to \$1,000 for the reasonable expenses you incur to move insured property to a place other than the **described location** that contains the property in order to protect it from **flood** or the imminent danger of **flood**.

Reasonable expenses include the value of work, at the Federal minimum wage, that you perform.

(2) If you move insured property to a location other than the **described location** that contains the property, in order to protect it from **flood** or the imminent danger of **flood**, we will cover such property while at that location for a period of 45 consecutive days from the date you begin to move it there. The personal property that is moved must be placed in a fully enclosed **building** or otherwise reasonably protected from the elements.

Any property removed, including a moveable home described in **II.B.6.b.** and **c.**, must be placed above ground level or outside of the **special flood hazard area**.

This coverage does not increase the Coverage **A** or Coverage **B** limit of liability.

### 3. Pollution Damage

We will pay for damage caused by **pollutants** to covered property if the discharge, seepage, migration, release, or escape of the **pollutants** is caused by or results from **flood**. The most we will pay under this coverage is \$10,000. This coverage does not increase the Coverage **A** or Coverage **B** limits of liability. Any payment under this provision when combined with all other payments for the same loss cannot exceed the **replacement cost** or **actual cash value**, as appropriate, of the covered property. This coverage does not include the testing for or the monitoring of **pollutants** unless required by law or ordinance.

### D. COVERAGE D - INCREASED COST OF COMPLIANCE

#### 1. General

This **policy** pays you to comply with a State or local floodplain management law or ordinance affecting repair or reconstruction of a structure suffering **flood** damage. Compliance activities eligible for payment are: elevation, floodproofing, relocation, or demolition (or any combination of these activities) of your structure. Eligible floodproofing activities are limited to:

a. Nonresidential structures.

b. Residential structures with **basements** that satisfy FEMA's standards published in the Code of Federal Regulations [44 CFR 60.6 (b) or (c)].

#### 2. Limit of Liability

We will pay you up to \$30,000 under this Coverage **D** - Increased Cost of Compliance, which only applies to **policies** with **building** coverage (Coverage **A**).

## General Property Form

Our payment of claims under Coverage **D** is in addition to the amount of coverage which you selected on the **application** and which appears on the **Declarations Page**. But the maximum you can collect under this **policy** for both Coverage **A** - Building Property and Coverage **D** - Increased Cost of Compliance cannot exceed the maximum permitted under the **Act**. We do not charge a separate deductible for a claim under Coverage **D**.

### 3. Eligibility

a. A structure covered under Coverage **A** - Building Property sustaining a loss caused by a **flood** as defined by this **policy** must:

(1) Be a "repetitive loss structure." A repetitive loss structure is one that meets the following conditions:

- (a) The structure is covered by a contract of flood insurance issued under the **NFIP**.
- (b) The structure has suffered **flood** damage on two occasions during a 10-year period which ends on the date of the second loss.
- (c) The cost to repair the **flood** damage, on average, equaled or exceeded 25 percent of the market value of the structure at the time of each **flood** loss.
- (d) In addition to the current claim, the **NFIP** must have paid the previous qualifying claim, and the State or community must have a cumulative, substantial damage provision or repetitive loss provision in its floodplain management law or ordinance being enforced against the structure; or

(2) Be a structure that has had **flood** damage in which the cost to repair equals or exceeds 50 percent of the market value of the structure at the time of the **flood**. The State or community must have a substantial damage provision in its floodplain management law or ordinance being enforced against the structure.

b. This Coverage **D** pays you to comply with State or local floodplain management laws or ordinances that meet the minimum standards of the **National Flood Insurance Program** found in the Code of Federal Regulations at 44 CFR 60.3. We pay for compliance activities that exceed those standards under these conditions:

- (1) **3.a.(1)** above.
- (2) Elevation or floodproofing in any risk zone to preliminary or advisory **base flood**

elevations provided by FEMA which the State or local government has adopted and is enforcing for **flood**-damaged structures in such areas. (This includes compliance activities in B, C, X, or D zones which are being changed to zones with **base flood** elevations. This also includes compliance activities in zones where **base flood** elevations are being increased, and a **flood**-damaged structure must comply with the higher advisory **base flood** elevation.) Increased Cost of Compliance coverage does not apply to situations in B, C, X, or D zones where the community has derived its own elevations and is enforcing elevation or floodproofing requirements for **flood**-damaged structures to elevations derived solely by the community.

(3) Elevation or floodproofing above the **base flood** elevation to meet State or local "freeboard" requirements, i.e., that a structure must be elevated above the **base flood** elevation.

c. Under the minimum **NFIP** criteria at 44 CFR 60.3 (b)(4), States and communities must require the elevation or floodproofing of structures in unnumbered A zones to the **base flood** elevation where elevation data is obtained from a Federal, State, or other source. Such compliance activities are also eligible for Coverage **D**.

d. This coverage will also pay for the incremental cost, after demolition or relocation, of elevating or floodproofing a structure during its rebuilding at the same or another site to meet State or local floodplain management laws or ordinances, subject to Exclusion **D.5.g.** below.

e. This coverage will also pay to bring a **flood**-damaged structure into compliance with State or local floodplain management laws or ordinances even if the structure had received a variance before the present loss from the applicable floodplain management requirements.

### 4. Conditions

a. When a structure covered under Coverage **A** - Building Property sustains a loss caused by a **flood**, our payment for the loss under this Coverage **D** will be for the increased cost to elevate, floodproof, relocate, or demolish (or any combination of these activities) caused by the enforcement of current State or local floodplain management ordinances or laws. Our payment for eligible demolition activities will be for the cost to demolish and clear the site of the **building** debris or a portion thereof caused by the

## General Property Form

enforcement of current State or local floodplain management ordinances or laws. Eligible activities for the cost of clearing the site will include those necessary to discontinue utility service to the site and ensure proper abandonment of on-site utilities.

- b.** When the **building** is repaired or rebuilt, it must be intended for the same occupancy as the present **building** unless otherwise required by current floodplain management ordinances or laws.

### 5. Exclusions

Under this Coverage **D** - Increased Cost of Compliance we will not pay for:

- a.** The cost to comply with any floodplain management law or ordinance in communities participating in the **Emergency Program**.
- b.** The cost associated with enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.
- c.** The loss in value to any insured **building** or other structure due to the requirements of any ordinance or law.
- d.** The loss in residual value of the undamaged portion of a **building** demolished as a consequence of enforcement of any State or local floodplain management law or ordinance.
- e.** Any Increased Cost of Compliance under this Coverage **D**:

- (1)** Until the **building** is elevated, floodproofed, demolished, or relocated on the same or to another premises; and

- (2)** Unless the building is elevated, flood-proofed, demolished, or relocated as soon as reasonably possible after the loss, not to exceed 2 years.

- f.** Any code upgrade requirements, e. g., plumbing or electrical wiring, not specifically related to the State or local floodplain management law or ordinance.
- g.** Any compliance activities needed to bring additions or **improvements** made after the loss occurred into compliance with State or local floodplain management laws or ordinances.
- h.** Loss due to any ordinance or law that you were required to comply with before the current loss.
- i.** Any rebuilding activity to standards that do not meet the **NFIP's** minimum requirements. This includes any situation where the insured has received from the State or community a variance in connection with the current flood loss to rebuild the property to an elevation below the **base flood** elevation.
- j.** Increased Cost of Compliance for a garage or carport.
- k.** Any structure insured under an **NFIP** Group Flood Insurance Policy.
- l.** Assessments made by a **condominium association** on individual **condominium unit** owners to pay increased costs of repairing commonly owned **buildings** after a **flood** in compliance with State or local floodplain management ordinances or laws.

### 6. Other Provisions

All other conditions and provisions of this **policy** apply.

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## IV. PROPERTY NOT COVERED

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We do not cover any of the following property:

- 1.** Personal property not inside the fully enclosed **building**;
- 2.** A **building**, and personal property in it, located entirely in, on, or over water or seaward of mean high tide, if it was constructed or substantially improved after September 30, 1982;
- 3.** Open structures, including a **building** used as a boathouse or any structure or **building** into which boats are floated, and personal property located in, on, or over water;
- 4.** Recreational vehicles other than travel trailers described in **II.B.6.c.**, whether affixed to a permanent foundation or on wheels;
- 5.** Self-propelled vehicles or machines, including their parts and equipment. However, we do cover self-propelled vehicles or machines not licensed for use on public roads that are:
  - a.** Used mainly to service the **described location**, or

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b. Designed and used to assist handicapped persons,

while the vehicles or machines are inside a **building** at the **described location**;

6. Land, land values, lawns, trees, shrubs, plants, growing crops, or animals;
7. Accounts, bills, coins, currency, deeds, evidences of debt, medals, money, scrip, stored value cards, postage stamps, securities, bullion, manuscripts, or other valuable papers;
8. Underground structures and equipment, including wells, septic tanks, and septic systems;
9. Those portions of walks, walkways, decks, driveways, patios, and other surfaces, all whether protected by a roof or not, located outside the perimeter, exterior walls of the insured **building**;
10. Containers, including related equipment, such as, but not limited to, tanks containing gases or liquids;
11. **Buildings** or **units** and all their contents if more than 49 percent of the **actual cash value** of the **building** or **unit** is below ground, unless the lowest level is at or above the **base flood** elevation and is below

ground by reason of earth having been used as insulation material in conjunction with energy efficient building techniques;

12. Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks;
13. Aircraft or watercraft, or their furnishings and equipment;
14. Hot tubs and spas that are not bathroom fixtures, and swimming pools, and their equipment such as, but not limited to, heaters, filters, pumps, and pipes, wherever located;
15. Property not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act and the Coastal Barrier Improvement Act of 1990 and amendments to these acts;
16. Personal property owned by or in the care, custody, or control of a **unit** owner, except for property of the type and under the circumstances set forth under Coverage **B** - Personal Property;
17. A **residential condominium building** located in a **Regular Program** community.

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V. EXCLUSIONS

A. We only provide coverage for **direct physical loss by or from flood**, which means that we do not pay you for:

1. Loss of revenue or profits;
2. Loss of access to the insured property or **described location**;
3. Loss of use of the insured property or **described location**;
4. Loss from interruption of business or production;
5. Any additional living expenses incurred while the insured **building** is being repaired or is unable to be occupied for any reason;
6. The cost of complying with any ordinance or law requiring or regulating the construction, demolition, remodeling, renovation, or repair of property, including removal of any resulting debris. This exclusion does not apply to any eligible activities that we describe in Coverage **D** - Increased Cost of Compliance; or

7. Any other economic loss.

B. We do not insure a loss directly or indirectly caused by a **flood** that is already in progress at the date and time:

1. The **policy** term begins; or
2. Coverage is added at your request.

C. We do not insure for loss to property caused directly by earth movement even if the earth movement is caused by **flood**. Some examples of earth movement that we do not cover are:

1. Earthquake;
2. Landslide;
3. Land subsidence;
4. Sinkholes;
5. Destabilization or movement of land that results from accumulation of water in subsurface land areas; or

## General Property Form

### 6. Gradual erosion.

We do, however, pay for losses from **mudflow** and land subsidence as a result of erosion that are specifically covered under our definition of **flood** (see **II.A.1.c.** and **II.A.2.**).

**D.** We do not insure for direct physical loss caused directly or indirectly by:

1. The pressure or weight of ice;
2. Freezing or thawing;
3. Rain, snow, sleet, hail, or water spray;
4. Water, moisture, mildew, or mold damage that results primarily from any condition:
  - a. Substantially confined to the insured **building**; or
  - b. That is within your control including, but not limited to:
    - (1) Design, structural, or mechanical defects;
    - (2) Failure, stoppage, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or
    - (3) Failure to inspect and maintain the property after a **flood** recedes;
5. Water or waterborne material that:
  - a. Backs up through sewers or drains;

b. Discharges or overflows from a sump, sump pump, or related equipment; or

c. Seeps or leaks on or through insured property;

unless there is a **flood** in the area and the **flood** is the proximate cause of the sewer or drain backup, sump pump discharge or overflow, or the seepage of water;

6. The pressure or weight of water unless there is a **flood** in the area and the **flood** is the proximate cause of the damage from the pressure or weight of water;
  7. Power, heating, or cooling failure unless the failure results from **direct physical loss by or from flood** to power, heating, or cooling equipment situated on the **described location**;
  8. Theft, fire, explosion, wind, or windstorm;
  9. Anything you or your agent do or conspire to do to cause loss by **flood** deliberately; or
  10. Alteration of the insured property that significantly increases the risk of flooding.
- E.** We do not insure for loss to any **building** or personal property located on land leased from the Federal Government, arising from or incident to the flooding of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under flood insurance issued under any Federal Government program.

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### VI. DEDUCTIBLES

**A.** When a loss is covered under this **policy**, we will pay only that part of the loss that exceeds the applicable deductible amount, subject to the limit of liability that applies. The deductible amount is shown on the **Declarations Page**.

However, when a **building** under construction, alteration, or repair does not have at least two rigid exterior walls and a fully secured roof at the time of loss, your deductible amount will be two times the deductible that would otherwise apply to a completed **building**.

**B.** In each loss from **flood**, separate deductibles apply to the **building** and personal property insured by this **policy**.

**C.** No deductible applies to:

1. **III.C.2.** Loss Avoidance Measures; or
2. **III.D.** Increased Cost of Compliance.

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### VII. GENERAL CONDITIONS

#### **A. Pairs and Sets**

In case of loss to an article that is part of a pair or set, we will have the option of paying you:

1. An amount equal to the cost of replacing the lost, damaged, or destroyed article, less depreciation; or
2. An amount that represents the fair proportion of the total value of the pair or set that the lost, damaged, or destroyed article bears to the pair or set.

## General Property Form

### B. Concealment or Fraud and Policy Voidance

1. With respect to all insureds under this **policy**, this **policy**:

- a. Is void;
- b. Has no legal force or effect;
- c. Cannot be renewed; and
- d. Cannot be replaced by a new **NFIP policy**;

if, before or after a loss, you or any other insured or your agent have at any time:

- (1) Intentionally concealed or misrepresented any material fact or circumstance;
- (2) Engaged in fraudulent conduct; or
- (3) Made false statements;

relating to this **policy** or any other **NFIP** insurance.

2. This **policy** will be void as of the date the wrongful acts described in **B.1.** above were committed.

3. Fines, civil penalties, and imprisonment under applicable Federal laws may also apply to the acts of fraud or concealment described above.

4. This **policy** is also void for reasons other than fraud, misrepresentation, or wrongful act. This **policy** is void from its inception and has no legal force under the following conditions:

- a. If the property is located in a community that was not participating in the **NFIP** on the **policy's** inception date and did not join or reenter the program during the **policy** term and before the loss occurred; or
- b. If the property listed on the **application** is otherwise not eligible for coverage under the **NFIP**.

### C. Other Insurance

1. If a loss covered by this **policy** is also covered by other insurance that includes **flood** coverage not issued under the **Act**, we will not pay more than the amount of insurance that you are entitled to for lost, damaged, or destroyed property insured under this **policy** subject to the following:

- a. We will pay only the proportion of the loss that the amount of insurance that applies under this **policy** bears to the total amount of insurance covering the loss, unless **C.1.b.** or **c.** immediately below applies.

b. If the other policy has a provision stating that it is excess insurance, this **policy** will be primary.

c. This **policy** will be primary (but subject to its own deductible) up to the deductible in the other **flood** policy (except another policy as described in **C.1.b.** above). When the other deductible amount is reached, this **policy** will participate in the same proportion that the amount of insurance under this **policy** bears to the total amount of both policies, for the remainder of the loss.

2. If this **policy** covers a **condominium association** and there is a flood insurance **policy** in the name of a **unit** owner that covers the same loss as this **policy**, then this **policy** will be primary.

### D. Amendments, Waivers, Assignment

This **policy** cannot be changed nor can any of its provisions be waived without the express written consent of the Federal Insurance Administrator. No action that we take under the terms of this **policy** can constitute a waiver of any of our rights. You may assign this **policy** in writing when you transfer title of your property to someone else, except under these conditions:

- 1. When this **policy** covers only personal property; or
- 2. When this **policy** covers a structure during the course of construction.

### E. Cancellation of Policy by You

- 1. You may cancel this **policy** in accordance with the applicable rules and regulations of the **NFIP**.
- 2. If you cancel this **policy**, you may be entitled to a full or partial refund of premium also under the applicable rules and regulations of the **NFIP**.

### F. Nonrenewal of the Policy by Us

Your **policy** will not be renewed:

- 1. If the community where your covered property is located stops participating in the **NFIP**; or
- 2. If your **building** has been declared ineligible under Section 1316 of the **Act**.

### G. Reduction and Reformation of Coverage

- 1. If the premium we received from you was not enough to buy the kind and amount of coverage you requested, we will provide only the amount of coverage that can be purchased for the premium payment we received.

## General Property Form

2. The **policy** can be reformed to increase the amount of coverage resulting from the reduction described in **G.1.** above to the amount you requested as follows:

a. Discovery of insufficient premium or incomplete rating information before a loss.

(1) If we discover before you have a **flood** loss that your premium payment was not enough to buy the requested amount of coverage, we will send you and any mortgagee or trustee known to us a bill for the required additional premium for the current **policy** term (or that portion of the current **policy** term following any endorsement changing the amount of coverage). If you or the mortgagee or trustee pay the additional premium within 30 days from the date of our bill, we will reform the **policy** to increase the amount of coverage to the originally requested amount effective to the beginning of the current **policy** term (or subsequent date of any endorsement changing the amount of coverage).

(2) If we determine before you have a **flood** loss that the rating information we have is incomplete and prevents us from calculating the additional premium, we will ask you to send the required information. You must submit the information within 60 days of our request. Once we determine the amount of additional premium for the current **policy** term, we will follow the procedure in **G.2.a.(1)** above.

(3) If we do not receive the additional premium (or additional information) by the date it is due, the amount of coverage can only be increased by endorsement subject to any appropriate waiting period.

b. Discovery of insufficient premium or incomplete rating information after a loss.

(1) If we discover after you have a **flood** loss that your premium payment was not enough to buy the requested amount of coverage, we will send you and any mortgagee or trustee known to us a bill for the required additional premium for the current and the prior **policy** terms. If you or the mortgagee or trustee pay the additional premium within 30 days from the date of our bill, we will reform the **policy** to increase the amount of coverage to the originally requested amount effective to the beginning of the prior **policy** term.

(2) If we discover after you have a **flood** loss that the rating information we have is incomplete and prevents us from calculating the additional premium, we will ask you to send the required information. You must

submit the information before your claim can be paid. Once we determine the amount of additional premium for the current and prior **policy** terms, we will follow the procedure in **G.2.b.(1)** above.

(3) If we do not receive the additional premium by the date it is due, your flood insurance claim will be settled based on the reduced amount of coverage. The amount of coverage can only be increased by endorsement subject to any appropriate waiting period.

3. However, if we find that you or your agent intentionally did not tell us, or falsified, any important fact or circumstance or did anything fraudulent relating to this insurance, the provisions of Condition **B. Concealment or Fraud and Policy Voidance** apply.

#### H. Policy Renewal

1. This **policy** will expire at 12:01 a.m. on the last day of the **policy** term.

2. We must receive the payment of the appropriate renewal premium within 30 days of the expiration date.

3. If we find, however, that we did not place your renewal notice into the U.S. Postal Service, or if we did mail it, we made a mistake, e.g., we used an incorrect, incomplete, or illegible address, which delayed its delivery to you before the due date for the renewal premium, then we will follow these procedures:

a. If you or your agent notified us, not later than one year after the date on which the payment of the renewal premium was due, of nonreceipt of a renewal notice before the due date for the renewal premium, and we determine that the circumstances in the preceding paragraph apply, we will mail a second bill providing a revised due date, which will be 30 days after the date on which the bill is mailed.

b. If we do not receive the premium requested in the second bill by the revised due date, then we will not renew the **policy**. In that case, the **policy** will remain an expired **policy** as of the expiration date shown on the **Declarations Page**.

4. In connection with the renewal of this **policy**, we may ask you during the **policy** term to recertify, on a Recertification Questionnaire that we will provide to you, the rating information used to rate your most recent **application** for or renewal of insurance.

#### I. Conditions Suspending or Restricting Insurance

We are not liable for loss that occurs while there is a hazard that is increased by any means within your control or knowledge.

## General Property Form

### J. Requirements in Case of Loss

In case of a **flood** loss to insured property, you must:

1. Give prompt written notice to us;
2. As soon as reasonably possible, separate the damaged and undamaged property, putting it in the best possible order so that we may examine it;
3. Prepare an inventory of damaged property showing the quantity, description, **actual cash value**, and amount of loss. Attach all bills, receipts, and related documents;
4. Within 60 days after the loss, send us a proof of loss, which is your statement of the amount you are claiming under the **policy** signed and sworn to by you, and which furnishes us with the following information:
  - a. The date and time of loss;
  - b. A brief explanation of how the loss happened;
  - c. Your interest (for example, "owner") and the interest, if any, of others in the damaged property;
  - d. Details of any other insurance that may cover the loss;
  - e. Changes in title or occupancy of the insured property during the term of the **policy**;
  - f. Specifications of damaged **buildings** and detailed repair estimates;
  - g. Names of mortgagees or anyone else having a lien, charge, or claim against the insured property;
  - h. Details about who occupied any insured **building** at the time of loss and for what purpose; and
  - i. The inventory of damaged property described in **J.3.** above.
5. In completing the proof of loss, you must use your own judgment concerning the amount of loss and justify that amount.
6. You must cooperate with the adjuster or representative in the investigation of the claim.
7. The insurance adjuster whom we hire to investigate your claim may furnish you with a proof of loss form, and she or he may help you complete it. However, this is a matter of courtesy only, and you must still send us a proof of loss within 60 days after the loss even if the adjuster does not furnish the form or help you complete it.

8. We have not authorized the adjuster to approve or disapprove claims or to tell you whether we will approve your claim.

9. At our option, we may accept the adjuster's report of the loss instead of your proof of loss. The adjuster's report will include information about your loss and the damages you sustained. You must sign the adjuster's report. At our option, we may require you to swear to the report.

### K. Our Options After a Loss

Options we may, in our sole discretion, exercise after loss include the following:

1. At such reasonable times and places that we may designate, you must:
  - a. Show us or our representative the damaged property;
  - b. Submit to examination under oath, while not in the presence of another insured, and sign the same; and
  - c. Permit us to examine and make extracts and copies of:
    - (1) Any policies of property insurance insuring you against loss and the deed establishing your ownership of the insured real property;
    - (2) **Condominium association** documents including the Declarations of the **condominium**, its Articles of Association or Incorporation, Bylaws, and rules and regulations; and
    - (3) All books of accounts, bills, invoices and other vouchers, or certified copies pertaining to the damaged property if the originals are lost.
2. We may request, in writing, that you furnish us with a complete inventory of the lost, damaged, or destroyed property, including:
  - a. Quantities and costs;
  - b. **Actual cash values**;
  - c. Amounts of loss claimed;
  - d. Any written plans and specifications for repair of the damaged property that you can reasonably make available to us; and
  - e. Evidence that prior **flood** damage has been repaired.
3. If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may:

## General Property Form

- a. Repair, rebuild, or replace any part of the lost, damaged, or destroyed property with material or property of like kind and quality or its functional equivalent; and
- b. Take all or any part of the damaged property at the value we agree upon or its appraised value.

### L. No Benefit to Bailee

No person or organization, other than you, having custody of covered property will benefit from this insurance.

### M. Loss Payment

1. We will adjust all losses with you. We will pay you unless some other person or entity is named in the **policy** or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss (or within 90 days after the insurance adjuster files an adjuster's report signed and sworn to by you in lieu of a proof of loss) and:
  - a. We reach an agreement with you;
  - b. There is an entry of a final judgment; or
  - c. There is a filing of an appraisal award with us, as provided in **VII.P**.
2. If we reject your proof of loss in whole or in part you may:
  - a. Accept such denial of your claim;
  - b. Exercise your rights under this **policy**; or
  - c. File an amended proof of loss, as long as it is filed within 60 days of the date of the loss.

### N. Abandonment

You may not abandon damaged or undamaged insured property to us.

### O. Salvage

We may permit you to keep damaged insured property after a loss, and we will reduce the amount of the loss proceeds payable to you under the **policy** by the value of the salvage.

### P. Appraisal

If you and we fail to agree on the **actual cash value** of the damaged property so as to determine the amount of loss, either may demand an appraisal of the loss. In this event, you and we will each choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the State where the insured property is

located. The appraisers will separately state the **actual cash value** and the amount of loss to each item. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of **actual cash value** and loss.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

### Q. Mortgage Clause

The word "mortgagee" includes trustee.

Any loss payable under Coverage **A** - Building Property will be paid to any mortgagee of whom we have actual notice as well as any other mortgagee or loss payee determined to exist at the time of loss, and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

1. Notifies us of any change in the ownership or occupancy, or substantial change in risk of which the mortgagee is aware;
2. Pays any premium due under this **policy** on demand if you have neglected to pay the premium; and
3. Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so.

All of the terms of this **policy** apply to the mortgagee.

The mortgagee has the right to receive loss payment even if the mortgagee has started foreclosure or similar action on the **building**.

If we decide to cancel or not renew this **policy**, it will continue in effect for the benefit of the mortgagee only for 30 days after we notify the mortgagee of the cancellation or nonrenewal.

If we pay the mortgagee for any loss and deny payment to you, we are subrogated to all the rights of the mortgagee granted under the mortgage on the property. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

### R. Suit Against Us

You may not sue us to recover money under this **policy** unless you have complied with all the requirements of the **policy**. If you do sue, you must start the suit within one year of the date of the written denial of all or part of the

## General Property Form

claim, and you must file the suit in the United States District Court of the district in which the insured property was located at the time of loss. This requirement applies to any claim that you may have under this **policy** and to any dispute that you may have arising out of the handling of any claim under the **policy**.

### S. Subrogation

Whenever we make a payment for a loss under this **policy**, we are subrogated to your right to recover for that loss from any other person. That means that your right to recover for a loss that was partly or totally caused by someone else is automatically transferred to us, to the extent that we have paid you for the loss. We may require you to acknowledge this transfer in writing. After the loss, you may not give up our right to recover this money or do anything that would prevent us from recovering it. If you make any claim against any person who caused your loss and recover any money, you must pay us back first before you may keep any of that money.

### T. Continuous Lake Flooding

1. If your insured **building** has been flooded by rising lake waters continuously for 90 days or more and it appears reasonably certain that a continuation of this flooding will result in a covered loss to the insured **building** equal to or greater than the **building policy** limits plus the deductible or the maximum payable under the **policy** for any one **building** loss, we will pay you the lesser of these two amounts without waiting for the further damage to occur if you sign a release agreeing:

- a. To make no further claim under this **policy**;
- b. Not to seek renewal of this **policy**;
- c. Not to apply for any flood insurance under the **Act** for property at the **described location**; and
- d. Not to seek a premium refund for current or prior terms.

If the **policy** term ends before the insured **building** has been flooded continuously for 90 days, the provisions of this paragraph **T.1.** will apply when the insured **building** suffers a covered loss before the **policy** term ends.

2. If your insured **building** is subject to continuous lake flooding from a closed basin lake, you may elect to file a claim under either paragraph **T.1.** above or this paragraph **T.2.** (A "closed basin lake" is a natural lake from which water leaves primarily through evaporation and whose surface area now exceeds or has exceeded one square mile at any time in the recorded past. Most of the nation's closed basin lakes are in the western half of the United States, where annual evaporation exceeds annual precipitation and where lake levels and surface areas are subject to considerable fluctuation

due to wide variations in the climate. These lakes may overtop their basins on rare occasions.) Under this paragraph **T.2.** we will pay your claim as if the **building** is a total loss even though it has not been continuously inundated for 90 days, subject to the following conditions:

- a. Lake **flood** waters must damage or imminently threaten to damage your **building**.
- b. Before approval of your claim, you must:
  - (1) Agree to a claim payment that reflects your buying back the salvage on a negotiated basis; and
  - (2) Grant the conservation easement described in FEMA's "Policy Guidance for Closed Basin Lakes," to be recorded in the office of the local recorder of deeds. FEMA, in consultation with the community in which the property is located, will identify on a map an area or areas of special consideration (ASC) in which there is a potential for **flood** damage from continuous lake flooding. FEMA will give the community the agreed-upon map showing the ASC. This easement will only apply to that portion of the property in the ASC. It will allow certain agricultural and recreational uses of the land. The only structures that it will allow on any portion of the property within the ASC are certain simple agricultural and recreational structures. If any of these allowable structures are insurable **buildings** under the **NFIP** and are insured under the **NFIP**, they will not be eligible for the benefits of this paragraph **T.2.** If a U.S. Army Corps of Engineers certified **flood** control project or otherwise certified **flood** control project later protects the property, FEMA will, upon request, amend the ASC to remove areas protected by those projects. The restrictions of the easement will then no longer apply to any portion of the property removed from the ASC; and
  - (3) Comply with paragraphs **T.1.a.** through **T.1.d.** above.
- c. Within 90 days of approval of your claim, you must move your **building** to a new location outside the ASC. FEMA will give you an additional 30 days to move if you show that there is sufficient reason to extend the time.
- d. Before the final payment of your claim, you must acquire an elevation certificate and a floodplain development permit from the local floodplain administrator for the new location of your **building**.
- e. Before the approval of your claim, the community having jurisdiction over your **building** must:

## General Property Form

(1) Adopt a permanent land use ordinance, or a temporary moratorium for a period not to exceed 6 months to be followed immediately by a permanent land use ordinance, that is consistent with the provisions specified for the easement required in paragraph **T.2.b.** above;

(2) Agree to declare and report any violations of this ordinance to FEMA so that under Section 1316 of the National Flood Insurance Act of 1968, as amended, flood insurance to the **building** can be denied; and

(3) Agree to maintain as deed-restricted, for purposes compatible with open space or agricultural or recreational use only, any affected property the community acquires an interest in. These deed restrictions must be consistent with the provisions of paragraph **T.2.b.** above, except that, even if a certified project protects the property, the land use restrictions continue to apply if the property was acquired under the Hazard Mitigation Grant Program or the Flood Mitigation Assistance Program. If a nonprofit land trust organization receives the property as a donation, that organization must maintain the property as deed-restricted, consistent with the provisions of paragraph **T.2.b.** above.

f. Before the approval of your claim, the affected State must take all action set forth in FEMA's "Policy Guidance for Closed Basin Lakes."

g. You must have **NFIP** flood insurance coverage continuously in effect from a date established by FEMA until you file a claim under this paragraph **T.2.** If a subsequent owner buys **NFIP** insurance that goes into effect within 60 days of the date of transfer of title, any gap in coverage during that 60-day period will not be a violation of this continuous coverage requirement. For the purpose of honoring a claim under this paragraph **T.2.**, we will not consider to be in effect any increased coverage that became effective after the date established by FEMA. The exception to this is any increased coverage in the amount suggested by your insurer as an inflation adjustment.

h. This paragraph **T.2.** will be in effect for a community when the FEMA Regional Director for the affected region provides to the community, in writing, the following:

(1) Confirmation that the community and the State are in compliance with the conditions in paragraphs **T.2.e.** and **T.2.f.** above; and

(2) The date by which you must have flood insurance in effect.

### U. Duplicate Policies Not Allowed

1. We will not insure your property under more than one **NFIP policy**.

If we find that the duplication was not knowingly created, we will give you written notice. The notice will advise you that you may choose one of several options under the following procedures:

a. If you choose to keep in effect the **policy** with the earlier effective date, you may also choose to add the coverage limits of the later **policy** to the limits of the earlier **policy**. The change will become effective as of the effective date of the later **policy**.

b. If you choose to keep in effect the **policy** with the later effective date, you may also choose to add the coverage limits of the earlier **policy** to the limits of the later **policy**. The change will be effective as of the effective date of the later **policy**.

In either case, you must pay the pro rata premium for the increased coverage limits within 30 days of the written notice. In no event will the resulting coverage limits exceed the permissible limits of coverage under the **Act** or your insurable interest, whichever is less.

We will make a refund to you, according to applicable **NFIP** rules, of the premium for the **policy** not being kept in effect.

2. The insured's option under this Condition **U.** Duplicate Policies Not Allowed to elect which **NFIP policy** to keep in effect does not apply when duplicates have been knowingly created. Losses occurring under such circumstances will be adjusted according to the terms and conditions of the earlier **policy**. The **policy** with the later effective date must be canceled.

### V. Loss Settlement

We will pay the least of the following amounts after application of the deductible:

1. The applicable amount of insurance under this **policy**;

2. The **actual cash value**; or

3. The amount it would cost to repair or replace the property with material of like kind and quality within a reasonable time after the loss.

**General Property Form**

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**VIII. LIBERALIZATION CLAUSE**

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If we make a change that broadens your coverage under this edition of our **policy**, but does not require any additional premium, then that change will automatically apply to your insurance as of the date we implement the

change, provided that this implementation date falls within 60 days before, or during, the **policy** term stated on the **Declarations Page**.

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**IX. WHAT LAW GOVERNS**

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This **policy** and all disputes arising from the handling of any claim under the **policy** are governed exclusively by the flood insurance regulations issued by FEMA, the

National Flood Insurance Act of 1968, as amended (42 U.S.C. 4001, et seq.), and Federal common law.

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IN WITNESS WHEREOF, we have signed this **policy** below and hereby enter into this Insurance Agreement.



Edward L. Connor  
Acting Administrator, National Flood Insurance Program  
Federal Emergency Management Agency

## General Property Form

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### CLAIM GUIDELINES IN CASE OF A FLOOD

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For the protection of you and your family, the following claim guidelines are provided by the National Flood Insurance Program (NFIP). If you are ever in doubt as to what action is needed, consult your insurance representative or call the NFIP toll-free at 1-800-638-6620 or on the TDD line at 1-800-447-9487.

Know your insurance representative's name and telephone number. List them here for fast reference:

Insurance Representative \_\_\_\_\_

Representative's Phone Number \_\_\_\_\_

- Notify us or your insurance representative, in writing, as soon as possible after the flood.
- If you report to your insurance representative, remind him or her to assign the claim to an NFIP-approved claims adjuster. The NFIP pays for the services of the independent claims adjuster assigned to your claim.
- Determine the independent claims adjuster assigned to your claim and contact him or her if you have not been contacted within 24 hours after you reported the claim to your insurance representative.
- As soon as possible, separate damaged property from undamaged property so that damage can be inspected and evaluated.
- Discuss with the claims adjuster any need you may have for an advance or partial payment for your loss.
- To help the claims adjuster, try to take photographs of the outside of the premises showing the flooding and the damage and photographs of the inside of the premises showing the height of the water and the damaged property.
- Place all account books, financial records, receipts, and other loss verification material in a safe place for examination and evaluation by the claims adjuster.
- Work cooperatively and promptly with the claims adjuster to determine and document all claim items. Be prepared to advise the claims adjuster of the cause and responsible party(ies), if the flooding resulted from other than natural cause.
- Make sure that the claims adjuster fully explains, and that you fully understand, all allowances and procedures for processing claim payments on the basis of your proof of loss. This policy requires you to send us detailed proof of loss within 60 days after the loss.
- Any and all coverage problems and claim allowance restrictions must be communicated directly from the NFIP. Claims adjusters are not authorized to approve or deny claims; their job is to report to the NFIP on the elements of flood cause and damage.

At our option, we may accept an adjuster's report of the loss instead of your proof of loss. The adjuster's report will include information about your loss and the damages to your insured property. You must sign the adjuster's report. At our option, we may require you to swear to the report.



*National Flood Insurance Program*

# **Residential Condominium Building Association Policy**

Standard Flood Insurance Policy



**FEMA**

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# Residential Condominium Building Association Policy

## RESIDENTIAL CONDOMINIUM BUILDING ASSOCIATION POLICY

### Summary of Significant Changes, December 31, 2000

#### 1. Section III. Property Covered, A. Coverage A - Building Property, 3.

Additions and extensions to buildings that are connected by a rigid exterior wall, a solid load-bearing interior wall, a stairway, an elevated walkway, or a roof may be insured as part of the building. At the option of the insured, these extensions and additions may be insured separately. Additions and extensions that are attached to and in contact with the building by means of a common interior wall that is not a solid load-bearing wall are always considered part of the building and cannot be insured separately.

#### 2. Section III. Property Covered, B. Coverage B - Personal Property, 4. Special Limits

Coverage for fine arts, collectibles, jewelry, and furs has been increased to \$ 2500.

#### 3. Section III. Property Covered, C. Coverage C - Other Coverages, 2.a. & b.

Coverage for the two loss avoidance measures, (sandbagging and relocation of property to protect it from flood or the imminent danger of flood) has been increased to \$1,000 for each.

#### 4. Section IV. Property Not Covered, 5.a. & b.

Coverage has been changed to pay for losses to self-propelled vehicles used to service the described location or designed to assist handicapped persons provided that the vehicles are in a building at the described location.

#### 5. Section IV. Property Not Covered, 7.

Coverage is now specifically excluded for scrip and stored value cards.

#### 6. Section IV. Property Not Covered, 14.

Coverage for swimming pools, hot tubs, and spas (that are not bathroom hot tubs or spas), and their equipment is now excluded.

#### 7. Section V. Exclusions, B.1 & 2.

The explanation of when coverage begins as it relates to a loss in progress has been simplified.

#### 8. Section V. Exclusions, C.

Coverage has been clarified to pay for losses from land subsidence under certain circumstances. Subsidence of land along a lake shore or similar body of water which results from the erosion or undermining of the shoreline caused by waves or currents of water exceeding cyclical levels that result in a flood is now covered. All other land subsidence is excluded.

#### 9. Section V. Exclusions, D.4.b.(3)

Coverage is now excluded for water, moisture, mildew, or mold damage caused by the policyholder's failure to inspect and maintain the insured property after the flood waters recede.

#### 10. Section V. Exclusions, D.6.

Coverage is now added for damage from the pressure of water against the insured structure with the requirement that there be a flood in the area and the flood is the proximate cause of damage from the pressure of water against the insured structure.

#### 11. Section V. Exclusions, F.

An exclusion for the cost of testing for or monitoring of pollutants unless it is required by law or ordinance has been added.

#### 12. Section VIII. General Conditions, G. Reduction and Reformation of Coverage, 2.a.(2)

If it is discovered before a claim occurs that there is incomplete rating information, the policyholder has 60 days to submit missing rating information. Otherwise, the coverage can only be increased by an endorsement that is subject to the appropriate waiting period (currently 30 days).

#### 13. Section VIII. General Conditions, V. Loss Settlement, 3. Special Loss Settlement, b.(1)

Coverage for a manufactured or mobile home or travel trailer eligible for replacement cost coverage is limited to 1.5 times its actual cash value.

# Residential Condominium Building Association Policy

FEDERAL EMERGENCY MANAGEMENT AGENCY  
NATIONAL FLOOD INSURANCE PROGRAM

STANDARD FLOOD INSURANCE POLICY

## RESIDENTIAL CONDOMINIUM BUILDING ASSOCIATION POLICY

PLEASE READ THE POLICY CAREFULLY. THE FLOOD INSURANCE PROVIDED IS SUBJECT TO LIMITATIONS, RESTRICTIONS, AND EXCLUSIONS.

THIS POLICY COVERS ONLY A RESIDENTIAL CONDOMINIUM BUILDING IN A REGULAR PROGRAM COMMUNITY. IF THE COMMUNITY REVERTS TO EMERGENCY PROGRAM STATUS DURING THE POLICY TERM AND REMAINS AN EMERGENCY PROGRAM COMMUNITY AT TIME OF RENEWAL, THIS POLICY CANNOT BE RENEWED.

### I. AGREEMENT

The Federal Emergency Management Agency (FEMA) provides flood insurance under the terms of the National Flood Insurance Act of 1968 and its amendments, and Title 44 of the Code of Federal Regulations (CFR).

We will pay you for **direct physical loss by or from flood** to your insured property if you:

1. Have paid the correct premium;

2. Comply with all terms and conditions of this **policy**; and

3. Have furnished accurate information and statements.

We have the right to review the information you give us at any time and to revise your **policy** based on our review.

### II. DEFINITIONS

**A.** In this **policy**, "you" and "your" refer to the insured(s) shown on the **Declarations Page** of this **policy**. "Insured(s)" includes: Any mortgagee and loss payee named in the **Application** and **Declarations Page**, as well as any other mortgagee or loss payee determined to exist at the time of loss in the order of precedence. "We," "us," and "our" refer to the insurer.

Some definitions are complex because they are provided as they appear in the law or regulations, or result from court cases. The precise definitions are intended to protect you.

**Flood**, as used in this flood insurance **policy**, means:

1. A general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is your property) from:
  - a. Overflow of inland or tidal waters;
  - b. Unusual and rapid accumulation or runoff of surface waters from any source;
  - c. **Mudflow**.

2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a **flood** as defined in **A.1.a.** above.

**B.** The following are the other key definitions that we use in this **policy**:

1. **Act.** The National Flood Insurance Act of 1968 and any amendments to it.
2. **Actual Cash Value.** The cost to replace an insured item of property at the time of loss, less the value of its physical depreciation.
3. **Application.** The statement made and signed by you or your agent in applying for this **policy**. The **application** gives information that we use to determine the eligibility of the risk, the kind of **policy** to be issued, and the correct premium payment. The **application** is part of this flood insurance **policy**. For us to issue you a **policy**, the correct premium payment must accompany the **application**.
4. **Base Flood.** A **flood** having a one percent chance of being equaled or exceeded in any given year.

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5. **Basement.** Any area of the **building**, including any sunken room or sunken portion of a room, having its floor below ground level (subgrade) on all sides.
6. **Building.**
  - a. A structure with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;
  - b. A manufactured home (a "manufactured home," also known as a mobile home, is a structure built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
  - c. A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

**Building** does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, or other similar vehicle, except as described in **B.6.c.** above.
7. **Cancellation.** The ending of the insurance coverage provided by this **policy** before the expiration date.
8. **Condominium.** That form of ownership of real property in which each **unit** owner has an undivided interest in common elements.
9. **Condominium Association.** The entity made up of the **unit** owners responsible for the maintenance and operation of:
  - a. Common elements owned in undivided shares by **unit** owners; and
  - b. Other real property in which the **unit** owners have use rights;

where membership in the entity is a required condition of **unit** ownership.
10. **Declarations Page.** A computer-generated summary of information you provided in the **application** for insurance. The **Declarations Page** also describes the term of the **policy**, limits of coverage, and displays the premium and our name. The **Declarations Page** is a part of this flood insurance **policy**.
11. **Described Location.** The location where the insured **building** or personal property are found. The **described location** is shown on the **Declarations Page**.
12. **Direct Physical Loss By or From Flood.** Loss or damage to insured property, directly caused by a **flood**. There must be evidence of physical changes to the property.
13. **Elevated Building.** A **building** that has no **basement** and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.
14. **Emergency Program.** The initial phase of a community's participation in the **National Flood Insurance Program**. During this phase, only limited amounts of insurance are available under the **Act**.
15. **Expense Constant.** A flat charge you must pay on each new or renewal **policy** to defray the expenses of the Federal Government related to flood insurance.
16. **Federal Policy Fee.** A flat charge you must pay on each new or renewal **policy** to defray certain administrative expenses incurred in carrying out the **National Flood Insurance Program**. This fee covers expenses not covered by the **expense constant**.
17. **Improvements.** Fixtures, alterations, installations, or additions comprising a part of the **residential condominium building**, including **improvements** in the **units**.
18. **Mudflow.** A river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. Other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope, are not mudflows.
19. **National Flood Insurance Program (NFIP).** The program of flood insurance coverage and floodplain management administered under the **Act** and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.
20. **Policy.** The entire written contract between you and us. It includes:
  - a. This printed form;
  - b. The **application** and **Declarations Page**;
  - c. Any endorsement(s) that may be issued; and
  - d. Any renewal certificate indicating that coverage has been instituted for a new **policy** and new **policy** term.

Only one **building**, which you specifically described in the **application**, may be insured under this **policy**.
21. **Pollutants.** Substances that include, but are not limited to, any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

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- 22. Post-FIRM Building.** A **building** for which construction or substantial improvement occurred after December 31, 1974, or on or after the effective date of an initial Flood Insurance Rate Map (FIRM), whichever is later.
- 23. Probation Premium.** A flat charge you must pay on each new or renewal **policy** issued covering property in a community that the NFIP has placed on probation under the provisions of 44 CFR 59.24.
- 24. Regular Program.** The final phase of a community's participation in the **National Flood Insurance Program**. In this phase, a Flood Insurance Rate Map is in effect and full limits of coverage are available under the **Act**.
- 25. Residential Condominium Building.** A **building**, owned and administered as a **condominium**, containing one or more family **units** and in which at least 75 percent of the floor area is residential.
- 26. Special Flood Hazard Area.** An area having special **flood**, or **mudflow**, and/or **flood**-related erosion hazards, and shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE, or V.
- 27. Unit.** A single-family **unit** in a **residential condominium building**.
- 28. Valued Policy.** A **policy** in which the insured and the insurer agree on the value of the property insured, that value being payable in the event of a total loss. The Standard Flood Insurance Policy is not a **valued policy**.

### III. PROPERTY COVERED

#### A. COVERAGE A - BUILDING PROPERTY

We insure against **direct physical loss by or from flood** to:

1. The **residential condominium building** described on the **Declarations Page** at the **described location**, including all **units** within the **building** and the **improvements** within the **units**.
2. We also insure such **building** property for a period of 45 days at another location, as set forth in **III.C.2.b.**, Property Removed to Safety.
3. Additions and extensions attached to and in contact with the **building** by means of a rigid exterior wall, a solid load-bearing interior wall, a stairway, an elevated walkway, or a roof. At your option, additions and extensions connected by any of these methods may be separately insured. Additions and extensions attached to and in contact with the **building** by means of a common interior wall that is not a solid load-bearing wall are always considered part of the **building** and cannot be separately insured.
4. The following fixtures, machinery, and equipment, which are covered under Coverage A only:
  - a. Awnings and canopies;
  - b. Blinds;
  - c. Carpet permanently installed over unfinished flooring;
  - d. Central air conditioners;
  - e. Elevator equipment;
  - f. Fire extinguishing apparatus;
  - g. Fire sprinkler systems;
  - h. Walk-in freezers;
  - i. Furnaces;
  - j. Light fixtures;
  - k. Outdoor antennas and aerials fastened to **buildings**;
  - l. Permanently installed cupboards, bookcases, paneling, and wallpaper;
  - m. Pumps and machinery for operating pumps;
  - n. Ventilating equipment;
  - o. Wall mirrors, permanently installed; and
  - p. In the **units** within the **building**, installed:
    - (1) Built-in dishwashers;
    - (2) Built-in microwave ovens;
    - (3) Garbage disposal units;
    - (4) Hot water heaters, including solar water heaters;
    - (5) Kitchen cabinets;
    - (6) Plumbing fixtures;
    - (7) Radiators;
    - (8) Ranges;
    - (9) Refrigerators; and
    - (10) Stoves.
5. Materials and supplies to be used for construction, alteration, or repair of the insured **building** while the materials and supplies are stored in a fully enclosed **building** at the **described location** or on an adjacent property.
6. A **building** under construction, alteration, or repair at the **described location**.
  - a. If the structure is not yet walled or roofed as described in the definition for **building** (see **II.B.6.a.**), then coverage applies:
    - (1) Only while such work is in progress; or
    - (2) If such work is halted, only for a period of up to 90 continuous days thereafter.

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b. However, coverage does not apply until the **building** is walled and roofed if the lowest floor, including the **basement** floor, of a non-elevated **building** or the lowest elevated floor of an **elevated building** is:

- (1) Below the **base flood** elevation in Zones AH, AE, A1-A30, AR, AR/AE, AR/AH, AR/A1-A30, AR/A, AR/AO; or
- (2) Below the **base flood** elevation adjusted to include the effect of wave action in Zones VE or V1-V30.

The lowest floor levels are based on the bottom of the lowest horizontal structural member of the floor in Zones VE or V1-V30 and the top of the floor in Zones AH, AE, A1-A30, AR, AR/AE, AR/AH, AR/A1-A30, AR/A, AR/AO.

7. A manufactured home or a travel trailer as described in the Definitions section (see **II.B.6.b.** and **II.B.6.c.**)

If the manufactured home is in a **special flood hazard area**, it must be anchored in the following manner at the time of the loss:

- a. By over-the-top or frame ties to ground anchors; or
- b. In accordance with the manufacturer's specifications; or
- c. In compliance with the community's floodplain management requirements;

unless it has been continuously insured by the **NFIP** at the same **described location** since September 30, 1982.

8. Items of property in a **building** enclosure below the lowest elevated floor of an **elevated post-FIRM building** located in Zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, or VE, or in a **basement**, regardless of the zone. Coverage is limited to the following:

- a. Any of the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:
  - (1) Central air conditioners;
  - (2) Cisterns and the water in them;
  - (3) Drywall for walls and ceilings in a **basement** and the cost of labor to nail it, unfinished and unfloated and not taped, to the framing;
  - (4) Electrical junction and circuit breaker boxes;
  - (5) Electrical outlets and switches;
  - (6) Elevators, dumbwaiters and related equipment, except for related equipment installed below the **base flood** elevation after September 30, 1987;
  - (7) Fuel tanks and the fuel in them;

- (8) Furnaces and hot water heaters;
- (9) Heat pumps;
- (10) Nonflammable insulation in a **basement**;
- (11) Pumps and tanks used in solar energy systems;
- (12) Stairways and staircases attached to the **building**, not separated from it by elevated walkways;
- (13) Sump pumps;
- (14) Water softeners and the chemicals in them, water filters, and faucets installed as an integral part of the plumbing system;
- (15) Well water tanks and pumps;
- (16) Required utility connections for any item in this list; and
- (17) Footings, foundations, posts, pilings, piers, or other foundation walls and anchorage systems required to support a **building**.

b. Clean-up.

### B. COVERAGE B - PERSONAL PROPERTY

1. If you have purchased personal property coverage, we insure, subject to **B.2.** and **B.3.** below, against **direct physical loss by or from flood** to personal property that is inside the fully enclosed insured **building** and is:

- a. Owned by the **unit** owners of the **condominium association** in common, meaning property in which each **unit** owner has an undivided ownership interest; or
- b. Owned solely by the **condominium association** and used exclusively in the conduct of the business affairs of the **condominium association**.

We also insure such personal property for 45 days while stored at a temporary location, as set forth in **III.C.2.b.**, Property Removed to Safety.

2. Coverage for personal property includes the following property, subject to paragraph **B.1.** above, which is covered under Coverage **B** only:

- a. Air conditioning units, portable or window type;
- b. Carpet, not permanently installed, over unfinished flooring;
- c. Carpets over finished flooring;
- d. Clothes washers and dryers;
- e. "Cook-out" grills;
- f. Food freezers, other than walk-in, and food in any freezer;
- g. Outdoor equipment and furniture stored inside the insured **building**;
- h. Ovens and the like; and
- i. Portable microwave ovens and portable dishwashers.

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3. Coverage for items of property in a **building** enclosure lower than the lowest elevated floor of an **elevated post-FIRM building** located in Zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, or VE, or in a **basement**, regardless of the zone, is limited to the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:

- a. Air conditioning units, portable or window type;
- b. Clothes washers and dryers; and
- c. Food freezers, other than walk-in, and food in any freezer.

4. **Special Limits.** We will pay no more than \$2,500 for any one loss to one or more of the following kinds of personal property:

- a. Artwork, photographs, collectibles, or memorabilia, including but not limited to, porcelain or other figures, and sports cards;
- b. Rare books or autographed items;
- c. Jewelry, watches, precious and semiprecious stones, or articles of gold, silver, or platinum; or
- d. Furs or any article containing fur which represents its principal value.

5. We will pay only for the functional value of antiques.

### C. COVERAGE C - OTHER COVERAGES

#### 1. Debris Removal

- a. We will pay the expense to remove non-owned debris on or in insured property and owned debris anywhere.
- b. If you or a member of your household perform the removal work, the value of your work will be based on the Federal minimum wage.
- c. This coverage does not increase the Coverage **A** or Coverage **B** limit of liability.

#### 2. Loss Avoidance Measures

##### a. Sandbags, Supplies, and Labor

(1) We will pay up to \$1,000 for the costs you incur to protect the insured **building** from a **flood** or imminent danger of **flood**, for the following:

- (a) Your reasonable expenses to buy:
  - (i) Sandbags, including sand to fill them;

(ii) Fill for temporary levees;

(iii) Pumps; and

(iv) Plastic sheeting and lumber used in connection with these items; and

(b) The value of work, at the Federal minimum wage, that you perform.

(2) This coverage for Sandbags, Supplies, and Labor applies only if damage to insured property by or from **flood** is imminent and the threat of **flood** damage is apparent enough to lead a person of common prudence to anticipate **flood** damage. One of the following must also occur:

(a) A general and temporary condition of flooding in the area near the **described location** must occur, even if the **flood** does not reach the insured **building**; or

(b) A legally authorized official must issue an evacuation order or other civil order for the community in which the insured **building** is located calling for measures to preserve life and property from the peril of **flood**.

This coverage does not increase the Coverage **A** or Coverage **B** limit of liability.

##### b. Property Removed to Safety

(1) We will pay up to \$1,000 for the reasonable expenses you incur to move insured property to a place other than the **described location** that contains the property in order to protect it from **flood** or the imminent danger of **flood**.

Reasonable expenses include the value of work, at the Federal minimum wage, that you perform.

(2) If you move insured property to a location other than the **described location** that contains the property, in order to protect it from **flood** or the imminent danger of **flood**, we will cover such property while at that location for a period of 45 consecutive days from the date you begin to move it there. The personal property that is moved must be placed in a fully enclosed **building** or otherwise reasonably protected from the elements.

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Any property removed, including a moveable home described in Definition **6. Building**, paragraphs **b.** and **c.**, must be placed above ground level or outside of the **special flood hazard area**.

This coverage does not increase the Coverage **A** or Coverage **B** limit of liability.

### D. COVERAGE D - INCREASED COST OF COMPLIANCE

#### 1. General

This **policy** pays you to comply with a State or local floodplain management law or ordinance affecting repair or reconstruction of a structure suffering **flood** damage. Compliance activities eligible for payment are: elevation, floodproofing, relocation, or demolition (or any combination of these activities) of your structure. Eligible floodproofing activities are limited to:

- a. Nonresidential structures.
- b. Residential structures with **basements** that satisfy FEMA's standards published in the Code of Federal Regulations [44 CFR 60.6 (b) or (c)].

#### 2. Limit of Liability

We will pay you up to \$30,000 under this Coverage **D** - Increased Cost of Compliance, which only applies to **policies** with **building** coverage (Coverage **A**). Our payment of claims under Coverage **D** is in addition to the amount of coverage which you selected on the **application** and which appears on the **Declarations Page**. But the maximum you can collect under this **policy** for both Coverage **A** - Building Property and Coverage **D** - Increased Cost of Compliance cannot exceed the maximum permitted under the **Act**. We do not charge a separate deductible for a claim under Coverage **D**.

#### 3. Eligibility

- a. A structure covered under Coverage **A** - Building Property sustaining a loss caused by a **flood** as defined by this **policy** must:

(1) Be a "repetitive loss structure." A repetitive loss structure is one that meets the following conditions:

- (a) The structure is covered by a contract of flood insurance issued under the **NFIP**.
- (b) The structure has suffered **flood** damage on two occasions during a 10-year period which ends on the date of the second loss.

(c) The cost to repair the **flood** damage, on average, equaled or exceeded 25 percent of the market value of the structure at the time of each **flood** loss.

(d) In addition to the current claim, the **NFIP** must have paid the previous qualifying claim, and the State or community must have a cumulative, substantial damage provision or repetitive loss provision in its floodplain management law or ordinance being enforced against the structure; or

(2) Be a structure that has had **flood** damage in which the cost to repair equals or exceeds 50 percent of the market value of the structure at the time of the **flood**. The State or community must have a substantial damage provision in its floodplain management law or ordinance being enforced against the structure.

- b. This Coverage **D** pays you to comply with State or local floodplain management laws or ordinances that meet the minimum standards of the **National Flood Insurance Program** found in the Code of Federal Regulations at 44 CFR 60.3. We pay for compliance activities that exceed those standards under these conditions:

(1) **3.a.(1)** above.

(2) Elevation or floodproofing in any risk zone to preliminary or advisory **base flood** elevations provided by FEMA which the State or local government has adopted and is enforcing for **flood**-damaged structures in such areas. (This includes compliance activities in B, C, X, or D zones which are being changed to zones with **base flood** elevations. This also includes compliance activities in zones where **base flood** elevations are being increased, and a **flood**-damaged structure must comply with the higher advisory **base flood** elevation.) Increased Cost of Compliance coverage does not apply to situations in B, C, X, or D zones where the community has derived its own elevations and is enforcing elevation or floodproofing requirements for **flood**-damaged structures to elevations derived solely by the community.

(3) Elevation or floodproofing above the **base flood** elevation to meet State or local "freeboard" requirements, i.e., that a structure must be elevated above the **base flood** elevation.

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- c. Under the minimum **NFIP** criteria at 44 CFR 60.3 (b)(4), States and communities must require the elevation or floodproofing of structures in unnumbered A zones to the **base flood** elevation where elevation data is obtained from a Federal, State, or other source. Such compliance activities are also eligible for Coverage **D**.
- d. This coverage will also pay for the incremental cost, after demolition or relocation, of elevating or floodproofing a structure during its rebuilding at the same or another site to meet State or local floodplain management laws or ordinances, subject to Exclusion **D.5.g.** below.
- e. This coverage will also pay to bring a **flood**-damaged structure into compliance with State or local floodplain management laws or ordinances even if the structure had received a variance before the present loss from the applicable floodplain management requirements.

### 4. Conditions

- a. When a structure covered under Coverage A - Building Property sustains a loss caused by a **flood**, our payment for the loss under this Coverage D will be for the increased cost to elevate, floodproof, relocate, or demolish (or any combination of these activities) caused by the enforcement of current State or local floodplain management ordinances or laws. Our payment for eligible demolition activities will be for the cost to demolish and clear the site of the **building** debris or a portion thereof caused by the enforcement of current State or local floodplain management ordinances or laws. Eligible activities for the cost of clearing the site will include those necessary to discontinue utility service to the site and ensure proper abandonment of on-site utilities.
- b. When the **building** is repaired or rebuilt, it must be intended for the same occupancy as the present building unless otherwise required by current floodplain management ordinances or laws.

### 5. Exclusions

Under this Coverage **D** - Increased Cost of Compliance we will not pay for:

- a. The cost to comply with any floodplain management law or ordinance in communities participating in the **Emergency Program**.
- b. The cost associated with enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

- c. The loss in value to any insured **building** or other structure due to the requirements of any ordinance or law.
- d. The loss in residual value of the undamaged portion of a **building** demolished as a consequence of enforcement of any State or local floodplain management law or ordinance.
- e. Any Increased Cost of Compliance under this Coverage **D**:
  - (1) Until the **building** is elevated, floodproofed, demolished, or relocated on the same or to another premises; and
  - (2) Unless the **building** is elevated, floodproofed, demolished, or relocated as soon as reasonably possible after the loss, not to exceed 2 years.
- f. Any code upgrade requirements, e.g., plumbing or electrical wiring, not specifically related to the State or local floodplain management law or ordinance.
- g. Any compliance activities needed to bring additions or **improvements** made after the loss occurred into compliance with State or local floodplain management laws or ordinances.
- h. Loss due to any ordinance or law that you were required to comply with before the current loss.
- i. Any rebuilding activity to standards that do not meet the **NFIP's** minimum requirements. This includes any situation where the insured has received from the State or community a variance in connection with the current flood loss to rebuild the property to an elevation below the base flood elevation.
- j. Increased Cost of Compliance for a garage or carport.
- k. Any structure insured under an **NFIP** Group Flood Insurance Policy.
- l. Assessments made by a **condominium association** on individual **condominium unit** owners to pay increased costs of repairing commonly owned **buildings** after a flood in compliance with State or local floodplain management ordinances or laws.

### 6. Other Provisions

- a. Increased Cost of Compliance coverage will not be included in the calculation to determine whether coverage meets the coinsurance

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requirement for replacement cost coverage under VIII. General Conditions, V. Loss Settlement.

b. All other conditions and provisions of the policy apply.

### IV. PROPERTY NOT COVERED

We do not cover any of the following property:

1. Personal property not inside the fully enclosed **building**;
2. A **building**, and personal property in it, located entirely in, on, or over water or seaward of mean high tide, if constructed or substantially improved after September 30, 1982;
3. Open structures, including a **building** used as a boathouse or any structure or **building** into which boats are floated, and personal property located in, on, or over water;
4. Recreational vehicles other than travel trailers described in **II.B.6.c.**, whether affixed to a permanent foundation or on wheels;
5. Self-propelled vehicles or machines, including their parts and equipment. However, we do cover self-propelled vehicles or machines not licensed for use on public roads that are:
  - a. Used mainly to service the **described location**, or
  - b. Designed and used to assist handicapped persons,
 while the vehicles or machines are inside a **building** at the **described location**;
6. Land, land values, lawns, trees, shrubs, plants, growing crops, or animals;
7. Accounts, bills, coins, currency, deeds, evidences of debt, medals, money, scrip, stored value cards, postage stamps, securities, bullion, manuscripts, or other valuable papers;
8. Underground structures and equipment, including wells, septic tanks, and septic systems;
9. Those portions of walks, walkways, decks, driveways, patios, and other surfaces, all whether protected by a roof or not, located outside the perimeter, exterior walls of the insured **building**;
10. Containers, including related equipment, such as, but not limited to, tanks containing gases or liquids;
11. **Buildings** and all their contents if more than 49 percent of the **actual cash value** of the **building** is below ground, unless the lowest level is at or above the **base flood** elevation and is below ground by reason of earth having been used as insulation material in conjunction with energy efficient building techniques;
12. Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks;
13. Aircraft or watercraft, or their furnishings and equipment;
14. Hot tubs and spas that are not bathroom fixtures, and swimming pools, and their equipment such as, but not limited to, heaters, filters, pumps, and pipes, wherever located;
15. Property not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act and the Coastal Barrier Improvement Act of 1990 and amendments to these acts;
16. Personal property used in connection with any incidental commercial occupancy or use of the **building**.

### V. EXCLUSIONS

- A. We only pay for **direct physical loss by or from flood**, which means that we do not pay you for:
  1. Loss of revenue or profits;
  2. Loss of access to the insured property or **described location**;
  3. Loss of use of the insured property or **described location**;
  4. Loss from interruption of business or production;
  5. Any additional living expenses incurred while the insured **building** is being repaired or is unable to be occupied for any reason;

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6. The cost of complying with any ordinance or law requiring or regulating the construction, demolition, remodeling, renovation, or repair of property, including removal of any resulting debris. This exclusion does not apply to any eligible activities that we describe in Coverage **D** - Increased Cost of Compliance; or
7. Any other economic loss.
- B.** We do not insure a loss directly or indirectly caused by a **flood** that is already in progress at the time and date:
1. The **policy** term begins; or
  2. Coverage is added at your request.
- C.** We do not insure for loss to property caused directly by earth movement even if the earth movement is caused by **flood**. Some examples of earth movement that we do not cover are:
1. Earthquake;
  2. Landslide;
  3. Land subsidence;
  4. Sinkholes;
  5. Destabilization or movement of land that results from accumulation of water in subsurface land areas; or
  6. Gradual erosion.
- We do, however, pay for losses from **mudflow** and land subsidence as a result of erosion that are specifically covered under our definition of **flood** (see **II.A.1.c.** and **II.A.2.**).
- D.** We do not insure for direct physical loss caused directly or indirectly by:
1. The pressure or weight of ice;
  2. Freezing or thawing;
  3. Rain, snow, sleet, hail, or water spray;
  4. Water, moisture, mildew, or mold damage that results primarily from any condition:
    - a. Substantially confined to the insured **building**; or
- b. That is within your control including, but not limited to:
- (1) Design, structural, or mechanical defects;
  - (2) Failure, stoppage, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or
  - (3) Failure to inspect and maintain the property after a **flood** recedes;
5. Water or waterborne material that:
- a. Backs up through sewers or drains;
  - b. Discharges or overflows from a sump, sump pump, or related equipment; or
  - c. Seeps or leaks on or through insured property;
- unless there is a **flood** in the area and the **flood** is the proximate cause of the sewer or drain backup, sump pump discharge or overflow, or the seepage of water;
6. The pressure or weight of water unless there is a **flood** in the area and the **flood** is the proximate cause of the damage from the pressure or weight of water;
  7. Power, heating, or cooling failure unless the failure results from **direct physical loss by or from flood** to power, heating, or cooling equipment situated on the **described location**;
  8. Theft, fire, explosion, wind, or windstorm;
  9. Anything you or your agents do or conspire to do to cause loss by **flood** deliberately; or
  10. Alteration of the insured property that significantly increases the risk of flooding.
- E.** We do not insure for loss to any **building** or personal property located on land leased from the Federal Government, arising from or incident to the flooding of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under flood insurance issued under any Federal Government program.
- F.** We do not pay for the testing for or monitoring of **pollutants** unless required by law or ordinance.

### VI. DEDUCTIBLES

- A.** When a loss is covered under this **policy**, we will pay only that part of the loss that exceeds the applicable deductible amount, subject to the limit of insurance that applies. The deductible amount is shown on the **Declarations Page**.

However, when a **building** under construction, alteration, or repair does not have at least two rigid exterior walls and a fully secured roof at the time of loss, your deductible amount will be two times the deductible that would otherwise apply to a completed **building**.

## Residential Condominium Building Association Policy

**B.** In each loss from **flood**, separate deductibles apply to the **building** and personal property insured by this **policy**.

**C.** No deductible applies to:

1. **III.C.2.** Loss Avoidance Measures; or
2. **III.D.** Increased Cost of Compliance.

### VII. COINSURANCE

**A.** This Coinsurance section applies only to coverage on the **building**.

**B.** We will impose a penalty on loss payment unless the amount of insurance applicable to the damaged **building** is:

1. At least 80 percent of its replacement cost; or
2. The maximum amount of insurance available for that **building** under the **NFIP**,

whichever is less.

**C.** If the actual amount of insurance on the **building** is less than the required amount in accordance with the terms of **VII.B.** above, then loss payment is determined as follows (subject to all other relevant conditions in this **policy**, including those pertaining to valuation, adjustment, settlement, and payment of loss):

1. Divide the actual amount of insurance carried on the **building** by the required amount of insurance.
2. Multiply the amount of loss, before application of the deductible, by the figure determined in **C.1.** above.
3. Subtract the deductible from the figure determined in **C.2.** above.

We will pay the amount determined in **C.3.** above, or the amount of insurance carried, whichever is less. The amount of insurance carried, if in excess of the applicable maximum amount of insurance available under the **NFIP**, is reduced accordingly.

#### Examples

##### **Example #1 (Inadequate Insurance)**

Replacement value of the <b>building</b>	\$250,000
Required amount of insurance (80% of replacement value of \$250,000)	\$200,000
Actual amount of insurance carried	\$180,000
Amount of the loss	\$150,000
Deductible	\$500

**Step 1:**  $180,000 \div 200,000 = .90$

(90% of what should be carried)

**Step 2:**  $150,000 \times .90 = 135,000$

**Step 3:**  $135,000 - 500 = 134,500$

We will pay no more than \$134,500. The remaining \$15,000 is not covered due to the coinsurance penalty (\$15,000) and application of the deductible (\$500).

##### **Example #2 (Adequate Insurance)**

Replacement value of the <b>building</b>	\$500,000
Required amount of insurance (80% of replacement value of \$500,000)	\$400,000
Actual amount of insurance carried	\$400,000
Amount of the loss	\$200,000
Deductible	\$500

In this example there is no coinsurance penalty, because the actual amount of insurance carried meets the required amount. We will pay no more than \$199,500 (\$200,000 amount of loss minus the \$500 deductible).

**D.** In calculating the full replacement cost of a **building**:

1. The replacement cost value of any covered **building** property will be included;
2. The replacement cost value of any **building** property not covered under this **policy** will not be included; and
3. Only the replacement cost value of **improvements** installed by the **condominium association** will be included.

## Residential Condominium Building Association Policy

### VIII. GENERAL CONDITIONS

#### A. Pairs and Sets

In case of loss to an article that is part of a pair or set, we will have the option of paying you:

1. An amount equal to the cost of replacing the lost, damaged, or destroyed article, less depreciation; or
2. An amount that represents the fair proportion of the total value of the pair or set that the lost, damaged, or destroyed article bears to the pair or set.

#### B. Concealment or Fraud and Policy Voidance

1. With respect to all insureds under this **policy**, this **policy**:

- a. Is void;
- b. Has no legal force or effect;
- c. Cannot be renewed; and
- d. Cannot be replaced by a new **NFIP policy**;

if, before or after a loss, you or any other insured or your agent have at any time:

- (1) Intentionally concealed or misrepresented any material fact or circumstance;
- (2) Engaged in fraudulent conduct; or
- (3) Made false statements;

relating to this **policy** or any other **NFIP** insurance.

2. This **policy** will be void as of the date the wrongful acts described in **B.1.**, above were committed.
3. Fines, civil penalties, and imprisonment under applicable Federal laws may also apply to the acts of fraud or concealment described above.
4. This **policy** is also void for reasons other than fraud, misrepresentation, or wrongful act. This **policy** is void from its inception and has no legal force under the following conditions:
  - a. If the property is located in a community that was not participating in the **NFIP** on the **policy's** inception date and did not join or reenter the program during the **policy** term and before the loss occurred; or
  - b. If the property listed on the **application** is otherwise not eligible for coverage under the **NFIP**.

#### C. Other Insurance

1. If a loss covered by this **policy** is also covered by other insurance that includes **flood** coverage not issued under the **Act**, we will not pay more than the amount of insurance that you are entitled to for lost, damaged, or destroyed property insured under this **policy** subject to the following:
  - a. We will pay only the proportion of the loss that the amount of insurance that applies under this **policy** bears to the total amount of insurance covering the loss, unless **C.1.b.** or **c.** immediately below applies.
  - b. If the other policy has a provision stating it is excess insurance, this **policy** will be primary.
  - c. This **policy** will be primary (but subject to its own deductible) up to the deductible in the other **flood** policy (except another policy as described in **C.1.b.** above). When the other deductible amount is reached, this **policy** will participate in the same proportion that the amount of insurance under this **policy** bears to the total amount of both policies, for the remainder of the loss.
2. If there is a flood insurance policy in the name of a **unit** owner that covers the same loss as this **policy**, then this **policy** will be primary.

#### D. Amendments, Waivers, Assignment

This **policy** cannot be changed nor can any of its provisions be waived without the express written consent of the Federal Insurance Administrator. No action that we take under the terms of this **policy** constitutes a waiver of any of our rights. You may assign this **policy** in writing when you transfer title of your property to someone else, except under these conditions:

1. When this **policy** covers only personal property; or
2. When this **policy** covers a structure during the course of construction.

#### E. Cancellation of Policy by You

1. You may cancel this **policy** in accordance with the applicable rules and regulations of the **NFIP**.
2. If you cancel this **policy**, you may be entitled to a full or partial refund of premium also under the applicable rules and regulations of the **NFIP**.

## Residential Condominium Building Association Policy

### F. Nonrenewal of the Policy by Us

Your **policy** will not be renewed:

1. If the community where your covered property is located stops participating in the **NFIP**; or
2. If your **building** has been declared ineligible under Section 1316 of the **Act**.

### G. Reduction and Reformation of Coverage

1. If the premium we received from you was not enough to buy the kind and amount of coverage you requested, we will provide only the amount of coverage that can be purchased for the premium payment we received.

2. The **policy** can be reformed to increase the amount of coverage resulting from the reduction described in **G.1.** above to the amount you requested as follows:

- a. Discovery of insufficient premium or incomplete rating information before a loss.

- (1) If we discover before you have a **flood** loss that your premium payment was not enough to buy the requested amount of coverage, we will send you and any mortgagee or trustee known to us a bill for the required additional premium for the current **policy** term (or that portion of the current **policy** term following any endorsement changing the amount of coverage). If you or the mortgagee or trustee pay the additional premium within 30 days from the date of our bill, we will reform the **policy** to increase the amount of coverage to the originally requested amount effective to the beginning of the current **policy** term (or subsequent date of any endorsement changing the amount of coverage).

- (2) If we determine before you have a **flood** loss that the rating information we have is incomplete and prevents us from calculating the additional premium, we will ask you to send the required information. You must submit the information within 60 days of our request. Once we determine the amount of additional premium for the current **policy** term, we will follow the procedure in **G.2.a.(1)** above.

- (3) If we do not receive the additional premium (or additional information) by the date it is due, the amount of coverage can only be increased by endorsement subject to any appropriate waiting period.

- b. Discovery of insufficient premium or incomplete rating information after a loss.

- (1) If we discover after you have a **flood** loss that your premium payment was not enough

to buy the requested amount of coverage, we will send you and any mortgagee or trustee known to us a bill for the required additional premium for the current and the prior **policy** terms. If you or the mortgagee or trustee pay the additional premium within 30 days from the date of our bill, we will reform the **policy** to increase the amount of coverage to the originally requested amount effective to the beginning of the prior **policy** term.

- (2) If we discover after you have a **flood** loss that the rating information we have is incomplete and prevents us from calculating the additional premium, we will ask you to send the required information. You must submit the information before your claim can be paid. Once we determine the amount of additional premium for the current and prior **policy** terms, we will follow the procedure in **G.2.b.(1)** above.

- (3) If we do not receive the additional premium by the date it is due, your flood insurance claim will be settled based on the reduced amount of coverage. The amount of coverage can only be increased by endorsement subject to any appropriate waiting period.

3. However, if we find that you or your agent intentionally did not tell us, or falsified, any important fact or circumstance or did anything fraudulent relating to this insurance, the provisions of Condition **B. Concealment or Fraud and Policy Voidance** apply.

### H. Policy Renewal

1. This **policy** will expire at 12:01 a.m. on the last day of the **policy** term.

2. We must receive the payment of the appropriate renewal premium within 30 days of the expiration date.

3. If we find, however, that we did not place your renewal notice into the U.S. Postal Service, or if we did mail it, we made a mistake, e.g., we used an incorrect, incomplete, or illegible address, which delayed its delivery to you before the due date for the renewal premium, then we will follow these procedures:

- a. If you or your agent notified us, not later than 1 year after the date on which the payment of the renewal premium was due, of nonreceipt of a renewal notice before the due date for the renewal premium, and we determine that the circumstances in the preceding paragraph apply, we will mail a second bill providing a revised due

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date, which will be 30 days after the date on which the bill is mailed.

- b. If we do not receive the premium requested in the second bill by the revised due date, then we will not renew the **policy**. In that case, the **policy** will remain an expired **policy** as of the expiration date shown on the **Declarations Page**.
4. In connection with the renewal of this **policy**, we may ask you during the **policy** term to recertify, on a Recertification Questionnaire that we will provide you, the rating information used to rate your most recent **application** for or renewal of insurance.

### I. Conditions Suspending or Restricting Insurance

We are not liable for loss that occurs while there is a hazard that is increased by any means within your control or knowledge.

### J. Requirements in Case of Loss

In case of a **flood** loss to insured property, you must:

1. Give prompt written notice to us;
2. As soon as reasonably possible, separate the damaged and undamaged property, putting it in the best possible order so that we may examine it;
3. Prepare an inventory of damaged personal property showing the quantity, description, **actual cash value**, and amount of loss. Attach all bills, receipts, and related documents;
4. Within 60 days after the loss, send us a proof of loss, which is your statement of the amount you are claiming under the **policy** signed and sworn to by you, and which furnishes us with the following information:
  - a. The date and time of loss;
  - b. A brief explanation of how the loss happened;
  - c. Your interest (for example, "owner") and the interest, if any, of others in the damaged property;
  - d. Details of any other insurance that may cover the loss;
  - e. Changes in title or occupancy of the insured property during the term of the **policy**;
  - f. Specifications of damaged insured **buildings** and detailed repair estimates;
  - g. Names of mortgagees or anyone else having a lien, charge, or claim against the insured property;
  - h. Details about who occupied any insured **building** at the time of loss and for what purpose; and

- i. The inventory of damaged personal property described in **J.3.** above.
5. In completing the proof of loss, you must use your own judgment concerning the amount of loss and justify that amount.
  6. You must cooperate with the adjuster or representative in the investigation of the claim.
  7. The insurance adjuster whom we hire to investigate your claim may furnish you with a proof of loss form, and she or he may help you complete it. However, this is a matter of courtesy only, and you must still send us a proof of loss within 60 days after the loss even if the adjuster does not furnish the form or help you complete it.
  8. We have not authorized the adjuster to approve or disapprove claims or to tell you whether we will approve your claim.
  9. At our option, we may accept the adjuster's report of the loss instead of your proof of loss. The adjuster's report will include information about your loss and the damages you sustained. You must sign the adjuster's report. At our option, we may require you to swear to the report.

### K. Our Options After a Loss

Options that we may, in our sole discretion, exercise after loss include the following:

1. At such reasonable times and places that we may designate, you must:
  - a. Show us or our representative the damaged property;
  - b. Submit to examination under oath, while not in the presence of another insured, and sign the same; and
  - c. Permit us to examine and make extracts and copies of:
    - (1) Any policies of property insurance insuring you against loss and the deed establishing your ownership of the insured real property;
    - (2) **Condominium association** documents including the Declarations of the **condominium**, its Articles of Association or Incorporation, Bylaws, and rules and regulations; and
    - (3) All books of accounts, bills, invoices and other vouchers, or certified copies pertaining

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to the damaged property if the originals are lost.

2. We may request, in writing, that you furnish us with a complete inventory of the lost, damaged, or destroyed property, including:
  - a. Quantities and costs;
  - b. **Actual cash values** or replacement cost (whichever is appropriate);
  - c. Amounts of loss claimed;
  - d. Any written plans and specifications for repair of the damaged property that you can reasonably make available to us; and
  - e. Evidence that prior **flood** damage has been repaired.
3. If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may:
  - a. Repair, rebuild, or replace any part of the lost, damaged, or destroyed property with material or property of like kind and quality or its functional equivalent; and
  - b. Take all or any part of the damaged property at the value we agree upon or its appraised value.

### L. No Benefit to Bailee

No person or organization, other than you, having custody of covered property will benefit from this insurance.

### M. Loss Payment

1. We will adjust all losses with you. We will pay you unless some other person or entity is named in the **policy** or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss (or within 90 days after the insurance adjuster files an adjuster's report signed and sworn to by you in lieu of a proof of loss) and:
  - a. We reach an agreement with you;
  - b. There is an entry of a final judgment; or
  - c. There is a filing of an appraisal award with us, as provided in **VIII.P.**
2. If we reject your proof of loss in whole or in part you may:
  - a. Accept such denial of your claim;
  - b. Exercise your rights under this **policy**; or

- c. File an amended proof of loss, as long as it is filed within 60 days of the date of the loss.

### N. Abandonment

You may not abandon damaged or undamaged insured property to us.

### O. Salvage

We may permit you to keep damaged insured property after a loss, and we will reduce the amount of the loss proceeds payable to you under the **policy** by the value of the salvage.

### P. Appraisal

If you and we fail to agree on the **actual cash value** or, if applicable, replacement cost of the damaged property so as to determine the amount of loss, then either may demand an appraisal of the loss. In this event, you and we will each choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the State where the insured property is located. The appraisers will separately state the **actual cash value**, the replacement cost, and the amount of loss to each item. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of **actual cash value** and loss, or if it applies, the replacement cost and loss.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

### Q. Mortgage Clause

The word "mortgagee" includes trustee.

Any loss payable under Coverage **A** - Building will be paid to any mortgagee of whom we have actual notice as well as any other mortgagee or loss payee determined to exist at the time of loss, and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

1. Notifies us of any change in the ownership or occupancy, or substantial change in risk of which the mortgagee is aware;

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2. Pays any premium due under this **policy** on demand if you have neglected to pay the premium; and
3. Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so.

All of the terms of this **policy** apply to the mortgagee.

The mortgagee has the right to receive loss payment even if the mortgagee has started foreclosure or similar action on the **building**.

If we decide to cancel or not renew this **policy**, it will continue in effect for the benefit of the mortgagee only for 30 days after we notify the mortgagee of the cancellation or nonrenewal.

If we pay the mortgagee for any loss and deny payment to you, we are subrogated to all the rights of the mortgagee granted under the mortgage on the property. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

### R. Suit Against Us

You may not sue us to recover money under this **policy** unless you have complied with all the requirements of the **policy**. If you do sue, you must start the suit within 1 year after the date of the written denial of all or part of the claim, and you must file the suit in the United States District Court of the district in which the insured property was located at the time of loss. This requirement applies to any claim that you may have under this **policy** and to any dispute that you may have arising out of the handling of any claim under the **policy**.

### S. Subrogation

Whenever we make a payment for a loss under this **policy**, we are subrogated to your right to recover for that loss from any other person. That means that your right to recover for a loss that was partly or totally caused by someone else is automatically transferred to us, to the extent that we have paid you for the loss. We may require you to acknowledge this transfer in writing. After the loss, you may not give up our right to recover this money or do anything that would prevent us from recovering it. If you make any claim against any person who caused your loss and recover any money, you must pay us back first before you may keep any of that money.

### T. Continuous Lake Flooding

1. If your insured **building** has been flooded by rising lake waters continuously for 90 days or more and it appears reasonably certain that a continuation of this flooding will result in a covered loss to the insured **building** equal to or greater than the **building policy** limits plus the deductible or the maximum payable under the **policy** for any one **building** loss, we will pay you the lesser of these two amounts without waiting for the further damage to occur if you sign a release agreeing:
  - a. To make no further claim under this **policy**;
  - b. Not to seek renewal of this **policy**;
  - c. Not to apply for any flood insurance under the **Act** for property at the **described location**; and
  - d. Not to seek a premium refund for current or prior terms.

2. If your insured **building** is subject to continuous lake flooding from a closed basin lake, you may elect to file a claim under either paragraph **T.1.** above or this paragraph **T.2.** (A "closed basin lake" is a natural lake from which water leaves primarily through evaporation and whose surface area now exceeds or has exceeded one square mile at any time in the recorded past. Most of the nation's closed basin lakes are in the western half of the United States, where annual evaporation exceeds annual precipitation and where lake levels and surface areas are subject to considerable fluctuation due to wide variations in the climate. These lakes may overtop their basins on rare occasions.) Under this paragraph **T.2.** we will pay your claim as if the **building** is a total loss even though it has not been continuously inundated for 90 days, subject to the following conditions:
  - a. Lake **flood** waters must damage or imminently threaten to damage your building.
  - b. Before approval of your claim, you must:
    - (1) Agree to a claim payment that reflects your buying back the salvage on a negotiated basis; and
    - (2) Grant the conservation easement described in FEMA's "Policy Guidance for Closed Basin Lakes," to be recorded in the office of the local recorder of deeds. FEMA, in consultation with the community in which the property is located, will identify on a map an area or areas of special consideration (ASC) in which there is a potential for **flood** damage from continuous lake flooding. FEMA will give the community the agreed-upon map showing the ASC. This easement will only apply to that portion of the property in the ASC. It will allow certain agricultural and recreational uses of the land. The only structures that it will allow on any portion of the property within the ASC are certain simple agricultural and recreational structures. If any of these allowable structures are insurable **buildings** under the **NFIP** and are insured under the

If the **policy** term ends before the insured **building** has been flooded continuously for 90 days, the provisions of this paragraph **T.1.** will apply when the insured **building** suffers a covered loss before the **policy** term ends.

2. If your insured **building** is subject to continuous lake flooding from a closed basin lake, you may elect to file a claim under either paragraph **T.1.** above or this paragraph **T.2.** (A "closed basin lake" is a natural lake from which water leaves primarily through evaporation and whose surface area now exceeds or has exceeded one square mile at any time in the recorded past. Most of the nation's closed basin lakes are in the western half of the United States, where annual evaporation exceeds annual precipitation and where lake levels and surface areas are subject to considerable fluctuation due to wide variations in the climate. These lakes may overtop their basins on rare occasions.) Under this paragraph **T.2.** we will pay your claim as if the **building** is a total loss even though it has not been continuously inundated for 90 days, subject to the following conditions:
  - a. Lake **flood** waters must damage or imminently threaten to damage your building.
  - b. Before approval of your claim, you must:
    - (1) Agree to a claim payment that reflects your buying back the salvage on a negotiated basis; and
    - (2) Grant the conservation easement described in FEMA's "Policy Guidance for Closed Basin Lakes," to be recorded in the office of the local recorder of deeds. FEMA, in consultation with the community in which the property is located, will identify on a map an area or areas of special consideration (ASC) in which there is a potential for **flood** damage from continuous lake flooding. FEMA will give the community the agreed-upon map showing the ASC. This easement will only apply to that portion of the property in the ASC. It will allow certain agricultural and recreational uses of the land. The only structures that it will allow on any portion of the property within the ASC are certain simple agricultural and recreational structures. If any of these allowable structures are insurable **buildings** under the **NFIP** and are insured under the

## Residential Condominium Building Association Policy

- NFIP**, they will not be eligible for the benefits of this paragraph **T.2.** If a U.S. Army Corps of Engineers certified **flood** control project or otherwise certified **flood** control project later protects the property, FEMA will, upon request, amend the ASC to remove areas protected by those projects. The restrictions of the easement will then no longer apply to any portion of the property removed from the ASC; and
- (3) Comply with paragraphs **T.1.a.** through **T.1.d.** above.
- c. Within 90 days of approval of your claim, you must move your **building** to a new location outside the ASC. FEMA will give you an additional 30 days to move if you show that there is sufficient reason to extend the time.
- d. Before the final payment of your claim, you must acquire an elevation certificate and a floodplain development permit from the local floodplain administrator for the new location of your **building**.
- e. Before the approval of your claim, the community having jurisdiction over your **building** must:
- (1) Adopt a permanent land use ordinance, or a temporary moratorium for a period not to exceed 6 months to be followed immediately by a permanent land use ordinance, that is consistent with the provisions specified for the easement required in paragraph **T.2.b.** above;
  - (2) Agree to declare and report any violations of this ordinance to FEMA so that under Section 1316 of the National Flood Insurance Act of 1968, as amended, **flood** insurance to the **building** can be denied; and
  - (3) Agree to maintain as deed-restricted, for purposes compatible with open space or agricultural or recreational use only, any affected property the community acquires an interest in. These deed restrictions must be consistent with the provisions of **T.2.b.** above, except that, even if a certified project protects the property, the land use restrictions continue to apply if the property was acquired under the Hazard Mitigation Grant Program or the Flood Mitigation Assistance Program. If a nonprofit land trust organization receives the property as a donation, that organization must maintain the property as deed-restricted, consistent with the provisions of paragraph **T.2.b.** above.
- f. Before the approval of your claim, the affected State must take all action set forth in FEMA's "Policy Guidance for Closed Basin Lakes."
- g. You must have **NFIP** flood insurance coverage continuously in effect from a date established by FEMA until you file a claim under this paragraph **T.2.** If a subsequent owner buys **NFIP** insurance that goes into effect within 60 days of the date of transfer of title, any gap in coverage during that 60-day period will not be a violation of this continuous coverage requirement. For the purpose of honoring a claim under this paragraph **T.2.**, we will not consider to be in effect any increased coverage that became effective after the date established by FEMA. The exception to this is any increased coverage in the amount suggested by your insurer as an inflation adjustment.
- h. This paragraph **T.2.** will be in effect for a community when the FEMA Regional Director for the affected region provides to the community, in writing, the following:
- (1) Confirmation that the community and the State are in compliance with the conditions in paragraphs **T.2.e.** and **T.2.f.** above; and
  - (2) The date by which you must have flood insurance in effect.
- U. Duplicate Policies Not Allowed**
1. We will not insure your property under more than one **NFIP policy**.
- If we find that the duplication was not knowingly created, we will give you written notice. The notice will advise you that you may choose one of several options under the following procedures:
- a. If you choose to keep in effect the **policy** with the earlier effective date, you may also choose to add the coverage limits of the later **policy** to the limits of the earlier **policy**. The change will become effective as of the effective date of the later **policy**.
  - b. If you choose to keep in effect the **policy** with the later effective date, you may also choose to add the coverage limits of the earlier **policy** to the limits of the later **policy**. The change will be effective as of the effective date of the later **policy**.
- In either case, you must pay the pro rata premium for the increased coverage limits within 30 days of the written notice. In no event will the resulting coverage limits exceed the permissible limits of coverage under the **Act** or your insurable interest, whichever is less.
- We will pay a refund to you, according to applicable **NFIP** rules, of the premium for the **policy** not being kept in effect.
2. Your option under this Condition **U. Duplicate Policies Not Allowed** to elect which **NFIP policy** to keep in effect does not apply when duplicates have been knowingly created. Losses occurring under such

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circumstances will be adjusted according to the terms and conditions of the earlier **policy**. The **policy** with the later effective date will be canceled.

### V. Loss Settlement

#### 1. Introduction

This **policy** provides three methods of settling losses: Replacement Cost, Special Loss Settlement, and **Actual Cash Value**. Each method is used for a different type of property, as explained in **a.-c.** below.

- a. Replacement Cost loss settlement, described in **V.2.** below, applies to **buildings** other than manufactured homes or travel trailers.
- b. Special loss settlement, described in **V.3.** below, applies to a **residential condominium building** that is a travel trailer or a manufactured home.
- c. **Actual Cash Value** loss settlement applies to all other property covered under this **policy**, as outlined in **V.4.** below.

#### 2. Replacement Cost Loss Settlement

- a. We will pay to repair or replace a damaged or destroyed **building**, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:
  - (1) The amount of insurance in this **policy** that applies to the **building**;
  - (2) The replacement cost of that part of the **building** damaged, with materials of like kind and quality, and for like occupancy and use; or
  - (3) The necessary amount actually spent to repair or replace the damaged part of the **building** for like occupancy and use.
- b. We will not be liable for any loss on a Replacement Cost Coverage basis unless and until actual repair or replacement of the damaged **building** or parts thereof is completed.
- c. If a **building** is rebuilt at a location other than the **described location**, we will pay no more than it would have cost to repair or rebuild at the **described location**, subject to all other terms of Replacement Cost loss settlement.

#### 3. Special Loss Settlement

- a. The following loss settlement conditions apply to a **residential condominium building** that is:
  - (1) A manufactured home or a travel trailer, as defined in **II.B.6.b.** and **c.**; and
  - (2) At least 16 feet wide when fully assembled and has an area of at least 600 square feet within its perimeter walls when fully assembled.

- b. If such a **building** is totally destroyed or damaged to such an extent that, in our judgment, it is not economically feasible to repair, at least to its predamage condition, we will, at our discretion, pay the least of the following amounts:
  - (1) The lesser of the replacement cost of the manufactured home or travel trailer or 1.5 times the **actual cash value**; or
  - (2) The **building** limit of liability shown on your **Declarations Page**.

- c. If such a manufactured home or travel trailer is partially damaged and, in our judgment, it is economically feasible to repair it to its predamage condition, we will settle the loss according to the Replacement Cost loss settlement conditions in **V.2.** above.

#### 4. Actual Cash Value Loss Settlement

- a. The types of property noted below are subject to **Actual Cash Value** loss settlement.
  - (1) Personal property;
  - (2) Insured property abandoned after a loss and that remains as debris at the **described location**;
  - (3) Outside antennas and aerials, awnings, and other outdoor equipment;
  - (4) Carpeting and pads;
  - (5) Appliances; and
  - (6) A manufactured or mobile home or a travel trailer as defined in **II.B.6.b.** or **c.** that does not meet the condition for Special Loss Settlement in **V.3.** above.
- b. We will pay the least of the following amounts:
  - (1) The applicable amount of insurance under this **policy**;
  - (2) The **actual cash value** (as defined in **II.B.2.**); or
  - (3) The amount it would cost to repair or replace the property with material of like kind and quality within a reasonable time after the loss.

**Residential Condominium Building Association Policy**

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**IX. LIBERALIZATION CLAUSE**

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If we make a change that broadens your coverage under this edition of our **policy**, but does not require any additional premium, then that change will automatically apply to your insurance as of the date we implement the

change, provided that this implementation date falls within 60 days before, or during, the **policy** term stated on the **Declarations Page**.

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**X. WHAT LAW GOVERNS**

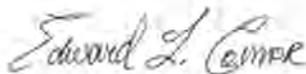
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This **policy** and all disputes arising from the handling of any claim under the **policy** are governed exclusively by the flood insurance regulations issued by FEMA, the

National Flood Insurance Act of 1968, as amended (42 U.S.C. 4001, et seq.), and Federal common law.

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IN WITNESS WHEREOF, we have signed this **policy** below and hereby enter into this Insurance Agreement.



Edward L. Connor  
Acting Federal Insurance Administrator  
National Flood Insurance Program

## Residential Condominium Building Association Policy

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### CLAIM GUIDELINES IN CASE OF A FLOOD

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For the protection of you and your family, the following claim guidelines are provided by the National Flood Insurance Program (NFIP). If you are ever in doubt as to what action is needed, consult your insurance representative or call the NFIP toll-free at 1-800-638-6620 or on the TDD line at 1-800-447-9487.

Know your insurance representative's name and telephone number. List them here for fast reference:

Insurance Representative \_\_\_\_\_

Representative's Phone Number \_\_\_\_\_

- Notify us or your insurance representative, in writing, as soon as possible after the flood.
- If you report to your insurance representative, remind him or her to assign the claim to an NFIP- approved claims adjuster. The NFIP pays for the services of the independent claims adjuster assigned to your claim.
- Determine the independent claims adjuster assigned to your claim and contact him or her if you have not been contacted within 24 hours after you reported the claim to your insurance representative.
- As soon as possible, separate damaged property from undamaged property so that damage can be inspected and evaluated.
- Discuss with the claims adjuster any need you may have for an advance or partial payment for your loss.
- To help the claims adjuster, try to take photographs of the outside of the premises showing the flooding and the damage and photographs of the inside of the premises showing the height of the water and the damaged property.
- Place all account books, financial records, receipts, and other loss verification material in a safe place for examination and evaluation by the claims adjuster.
- Work cooperatively and promptly with the claims adjuster to determine and document all claim items. Be prepared to advise the claims adjuster of the cause and responsible party(ies), if the flooding resulted from other than natural cause.
- Make sure that the claims adjuster fully explains, and that you fully understand, all allowances and procedures for processing claim payments on the basis of your proof of loss. This policy requires you to send us detailed proof of loss within 60 days after the loss.
- Any and all coverage problems and claim allowance restrictions must be communicated directly from the NFIP. Claims adjusters are not authorized to approve or deny claims; their job is to report to the NFIP on the elements of flood cause and damage.

At our option, we may accept an adjuster's report of the loss instead of your proof of loss. The adjuster's report will include information about your loss and the damages to your insured property. You must sign the adjuster's report. At our option, we may require you to swear to the report.

Summary of Coverage



National Flood Insurance Program

# Summary of Coverage



FEMA

## Summary of Coverage

### How Flood Damages Are Valued

The value of flood damage in the Dwelling Form is based on either Replacement Cost Value or Actual Cash Value.

#### Replacement Cost Value (RCV)

RCV is the cost to replace that part of a building that is damaged (without depreciation). To be eligible, three conditions must be met:

1. The building must be a single-family dwelling, and
2. Be your principal residence, meaning you live there at least 80-percent of the year, and
3. Your building coverage is at least 80-percent of the full replacement cost of the building, or is the maximum available for the property under the NFIP.

#### Actual Cash Value (ACV)

ACV is Replacement Cost Value at the time of loss, less the value of its physical depreciation.

Some building items such as carpeting are always adjusted on an ACV basis. For example, wall-to-wall carpeting could lose between 10 to 14 percent of its value each year, depending on the quality of the carpeting. This depreciation would be factored in the adjustment.

Personal property is always valued at ACV.

### Special Considerations for Multiple Claims

Property owners of “severe repetitive loss properties” may be eligible for a FEMA mitigation grant for property improvements that reduce the likelihood of future flood damages. Property owners who refuse the grant money could be required to pay increased flood insurance premiums.

A property is defined as a “severe repetitive loss property” when it meets one of these conditions:

1. Four or more separate flood claim payments have been made and each claim payment exceeds \$5,000, or
2. At least two flood claim payments have been made and the cumulative payments exceed the value of the property.

#### A FINAL NOTE

This document provides general information about flood insurance coverage. However, please be aware that your Standard Flood Insurance Policy, your application, and any endorsements, including the Declarations Page, make up your official contract of insurance. Any differences between this information and your policy will be resolved in favor of your policy. If you have questions, call your insurance agent or company representative.

### What is Increased Cost of Compliance (ICC) coverage?

Most NFIP policies include ICC coverage, which applies when flood damages are severe. ICC coverage provides up to \$30,000 of the cost to elevate, demolish, or relocate your home. If your community declares your home “substantially damaged” or “repetitively damaged” by a flood, it will require you to bring your home up to current community standards.

The total amount of your building claim and ICC claim cannot exceed the maximum limit for Building Property coverage (\$250,000 for a single-family home). Having an ICC claim does not affect a Personal Property claim (up to \$100,000), which is paid separately.

Details about eligibility are in Part III, Section D of your policy.

Congress created the National Flood Insurance Program (NFIP) in 1968 to reduce future flood damage through floodplain management, and to provide people with flood insurance through individual agents and insurance companies. The Federal Emergency Management Agency (FEMA) manages the NFIP. As required by Congress, this document was prepared by the NFIP to help flood insurance policyholders understand their policy.

## Summary of Coverage

This document was prepared by the National Flood Insurance Program (NFIP) to help you understand your flood insurance policy. It provides general information about deductibles, what is and is not covered by flood insurance, and how items are valued at time of loss.

This document is based on the **Standard Flood Insurance Policy Dwelling Form**, which is used to insure one to four family residential buildings and single family dwelling units in a condominium building. There are two other policy forms:

- **The General Property Form** is used to insure five or more family residential buildings and non-residential buildings.
- **The Residential Condominium Building Association Policy Form** is used to insure residential condominium association buildings.

While the three forms are similar, they do contain some important differences. For example, the General Property Form does not provide coverage for contents in any building other than the insured building, and the Residential Condominium Building Association Policy Form contains a coinsurance clause, which provides for a pro rata reduction in the building claim payment if the building is not insured to 80 percent of its replacement value.

### Two Types of Flood Insurance Coverage

The NFIP's Dwelling Form offers coverage for: 1) Building Property, up to \$250,000, and 2) Personal Property (Contents), up to \$100,000. The NFIP encourages people to purchase both types of coverage. Your mortgage company may require that you purchase a certain amount of flood insurance coverage.

**For information about your specific limits of coverage and deductibles, refer to the Declarations Page in your flood insurance policy. It is also a good idea to review your policy with your insurance agent or company representative.**

### What is a Flood?

Flood insurance covers direct physical loss caused by "flood." In simple terms, a flood is an excess of water on land that is normally dry. The official definition used by the National Flood Insurance Program is: "A general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is your property) from:

- Overflow of inland or tidal waters;
- Unusual and rapid accumulation or runoff of surface waters from any source;
- Mudflow\*; or
- Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above."

\*Mudflow is defined as "A river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water..."

### Three Important Facts About Your Flood Policy

A Standard Flood Insurance Policy is a single-peril (flood) policy that pays for direct physical damage to your insured property up to the replacement cost or Actual Cash Value (ACV) (See "How Flood Damages Are Valued") of the actual damages or the policy limit of liability, whichever is less.

- 1. Contents coverage must be purchased separately.**
- 2. It is not a valued policy.** A valued policy pays the limit of liability in the event of a total loss. For example: Your home is totally destroyed by a fire and it costs \$150,000 to rebuild. If your homeowners insurance policy is a valued policy with a \$200,000 limit of liability on the building, you would receive \$200,000. Flood insurance pays the replacement cost or ACV of actual damages, up to the policy limit.
- 3. It is not a guaranteed replacement cost policy.** A guaranteed replacement cost policy pays the cost to rebuild your home regardless of the limit of liability. For example: Your home is totally destroyed by a fire and it costs \$200,000 to rebuild. If your homeowners insurance policy is a guaranteed replacement cost policy with a \$150,000 limit of liability on the building, you would receive \$200,000. Flood insurance does not pay more than the policy limit.

## Summary of Coverage

### Choosing Deductibles

Choosing the amount of your deductible is an important decision. As with car or homeowners insurance, choosing a higher deductible will lower the premium you pay, but will also reduce your claim payment.

You can choose different deductibles for Building Property and Personal Property coverage. The deductibles will apply separately to Building Property and Personal Property claims. Your mortgage company may require that your deductible is no more than a certain amount.

Review the Declarations Page in your flood insurance policy for amounts of coverage and deductibles. Talk with your insurance agent, company representative, or lender about raising and lowering deductibles.

#### Reminder: Keep Your Receipts

While you are not expected to keep receipts for every household item and article of clothing, do try to keep receipts for electronic equipment, wall-to-wall carpeting, major appliances, and other higher cost items. Your adjuster will be able to process your claim more quickly when you can prove how much items cost at the time of purchase.

### What is Covered by Flood Insurance—and What is Not

Physical damage to your building or personal property “directly” caused by a flood is covered by your flood insurance policy. For example, damages caused by a sewer backup are covered if the backup is a direct result of flooding. If the backup is caused by some other problem, the damages are not covered.

The following charts provide general guidance on items covered and not covered by flood insurance. Refer to your policy for the complete list.

#### General Guidance on Flood Insurance Coverage

##### What is insured under BUILDING PROPERTY coverage

- The insured building and its foundation.
- The electrical and plumbing systems.
- Central air conditioning equipment, furnaces, and water heaters.
- Refrigerators, cooking stoves, and built-in appliances such as dishwashers.
- Permanently installed carpeting over an unfinished floor.
- Permanently installed paneling, wallboard, bookcases, and cabinets.
- Window blinds.
- Detached garages (up to ten percent of Building Property coverage). Detached buildings (other than garages) require a separate Building Property policy.
- Debris removal.

##### What is insured under PERSONAL PROPERTY coverage

- Personal belongings such as clothing, furniture, and electronic equipment.
- Curtains.
- Portable and window air conditioners.
- Portable microwave ovens and portable dishwashers.
- Carpets not included in building coverage (see above).
- Clothes washers and dryers.
- Food freezers and the food in them.
- Certain valuable items such as original artwork and furs (up to \$2,500).

##### What is NOT insured by either Building Property or Personal Property coverage

- Damage caused by moisture, mildew, or mold that could have been avoided by the property owner.
- Currency, precious metals, and valuable papers such as stock certificates.
- Property and belongings outside of a building such as trees, plants, wells, septic systems, walks, decks, patios, fences, seawalls, hot tubs, and swimming pools.
- Living expenses such as temporary housing.
- Financial losses caused by business interruption or loss of use of insured property.
- Most self-propelled vehicles such as cars, including their parts (see Section IV.5 in your policy).

## Summary of Coverage

## General Guidance on Flood Insurance Coverage Limitations In Areas Below the Lowest Elevated Floor and Basements

Flood insurance coverage is limited in areas below the lowest elevated floor (including crawlspaces) depending on the flood zone and date of construction (refer to Part III, Section A.8 in your policy) and in basements regardless of zone, or date of construction. As illustrated below, these areas include 1) basements, 2) crawlspaces under an elevated building, 3) enclosed areas beneath buildings elevated on full story foundation walls that are sometimes referred to as “walkout basements,” and 4) enclosed areas under other types of elevated buildings.

### What is insured under BUILDING PROPERTY coverage

- Foundation walls, anchorage systems, and staircases attached to the building.
- Central air conditioners.
- Cisterns and the water in them.
- Drywall for walls and ceilings (in basements only).
- Nonflammable insulation (in basements only).
- Electrical outlets, switches, and circuit breaker boxes.

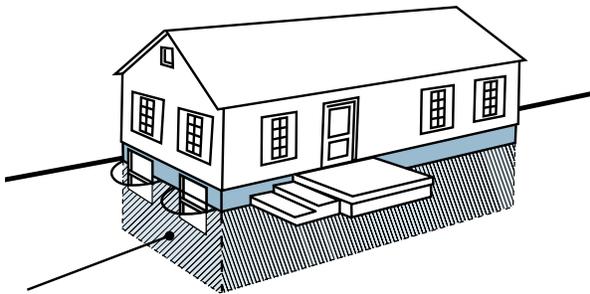
- Fuel tanks and the fuel in them, solar energy equipment, well water tanks and pumps.
- Furnaces, hot water heaters, heat pumps, and sump pumps.

### What is insured under PERSONAL PROPERTY coverage

- Washers and dryers.
- Food freezers and the food in them (but not refrigerators).
- Portable and window air conditioners.

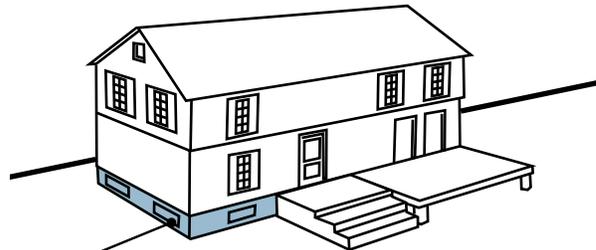
### What is NOT insured by either Building Property or Personal Property coverage

- Paneling, bookcases, and window treatments such as curtains and blinds.
- Carpeting, area carpets, and other floor coverings such as tile.
- Drywall for walls and ceilings (below lowest elevated floor).
- Walls and ceilings not made of drywall.
- Most personal property such as clothing, electronic equipment, kitchen supplies, and furniture.



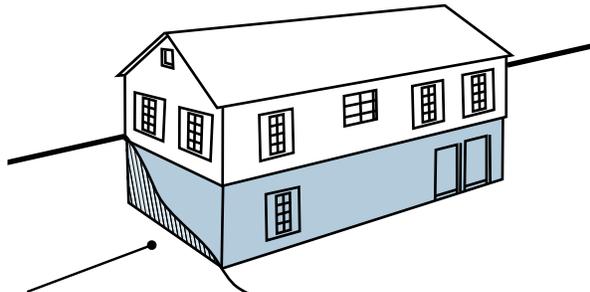
#### 1. BASEMENTS

Coverage limitations apply to “basements,” which are any area of the building, including a sunken room or sunken portion of a room, having its floor below ground level on all sides.



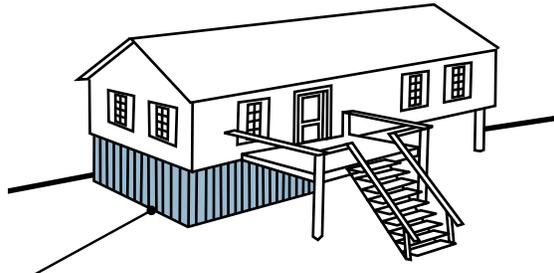
#### 2. CRAWLSPACE

When a building is elevated on foundation walls, coverage limitations apply to the “crawlspace” below.



#### 3. ELEVATED BUILDING ON FULL STORY FOUNDATION WALLS

Coverage limitations apply to the enclosed areas (lower floor) even when a building is constructed with what is sometimes called a “walkout basement.”



#### 4. ELEVATED BUILDING WITH ENCLOSURE

Coverage limitations apply to “enclosed areas” at ground level under an “elevated building.” An elevated building allows water to flow freely under the living quarters, thus putting less strain on the building in the event of flooding. An “enclosure” is the area below the lowest elevated floor that is fully shut in by rigid walls.



*National Flood Insurance Program*

# Flood Insurance Claims Handbook

FEMA F-687 / February 2009



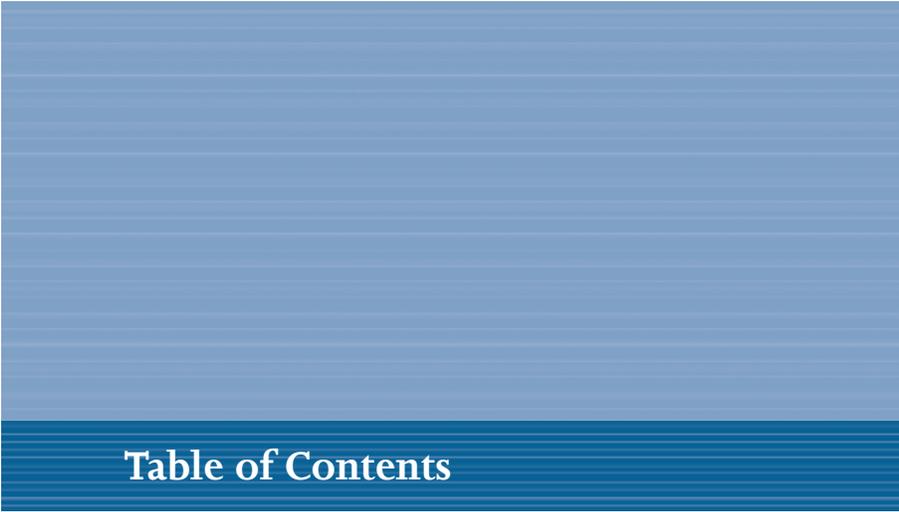
**FEMA**

## **Thank you for protecting yourself through the National Flood Insurance Program**

Purchasing flood insurance is a wise decision for the home or business owner. Like homeowners' insurance, it's protection you hope you never have to use. But if flooding occurs, you will be protected as outlined in the details of your policy.

This claims guide was created by the Federal Emergency Management Agency (FEMA), which oversees the National Flood Insurance Program, to help you through the process of filing a claim and appealing the decision on your claim, if necessary.

While every effort has been made to make sure the information in this handbook is correct, you should refer to your policy and its Declarations Page for specific information on coverage, limitations, restrictions and deductibles.



**What To Do Before A Flood** \_\_\_\_\_ **2**

    Check Your Policy \_\_\_\_\_ 2

    Prepare Lists and Documentation \_\_\_\_\_ 2

    Secure Important Papers \_\_\_\_\_ 3

    Talk to Your Insurance Agent \_\_\_\_\_ 3

    Plan an Emergency Contact \_\_\_\_\_ 3

**What To Do After A Flood** \_\_\_\_\_ **4**

    Steps to Take Immediately \_\_\_\_\_ 4

    Handling Your Claim \_\_\_\_\_ 5

    Filing Your Claim \_\_\_\_\_ 6

**Addressing Questions About Your Insurance Claim** \_\_\_\_\_ **8**

    Four Steps to Appealing Your Claim \_\_\_\_\_ 8

## TIP

## What To Do Before A Flood

- *When you gather your insurance papers for safe-keeping, also gather any other important papers such as deeds or stock certificates that you may be keeping in the house.*
- *Since flood insurance renews annually, make it a point to update your documentation and papers at renewal time. Also, call your agent annually to make sure loss reporting procedures have not changed.*
- *Move any valuable items out of your basement. Flood insurance only covers items normally found in a basement, such as a furnace or washer and dryer. Personal items are not covered.*
- *Create an emergency kit, with a large flashlight, a battery powered radio, spare batteries, candles, waterproof matches, etc. Even if you never experience a flood, you'll be glad to have this kit in a power outage.*

2

**Don't wait until waters are rising in your area and flood threatens. Take steps now that will make your life much easier when a flood occurs.**

**CHECK YOUR POLICY**

Make sure all the information is correct, including information about your mortgage company. If you have refinanced with a company other than the one shown on your policy, call your insurance agent or company representative immediately.

**Prepare Lists and Documentation**

If you've purchased contents coverage, make it a priority to make a detailed list of your home or business's contents and/or your personal property. Include:

- Date and place of purchase
- Model number
- Serial number (for large appliances)
- Descriptions
- Original purchase costs (with receipts, if possible)
- Photos or video of your home's interior and your personal property

**SECURE IMPORTANT PAPERS**

Originals of important insurance papers should be kept in a safe place, preferably in a bank safe deposit box. Be sure your papers include contact information for your agent or company, important receipts, your flood insurance policy and documentation on your personal property and contents of your home. Keep copies in your home or business in the safest, most accessible place possible that is not subject to flooding.

Having this detailed documentation will make filing your claim much easier. If floodwaters actually carry away your property, this list and the photos/receipts will be important to documenting your loss.

**TALK TO YOUR INSURANCE AGENT**

Call your insurance agent or company representative and discuss the particular requirements for reporting a flood claim. These can vary from company to company, so knowing how to proceed can save a lot of effort later.

Remember, after a flood it may be difficult to get in touch with your agent or insurance company. Power and phone service may be interrupted, or phone lines may be overwhelmed with other callers. It will benefit you to know just what to do in advance of flooding.

**PLAN AN EMERGENCY CONTACT**

After a flood, you may be unable to stay in your home or to be contacted at your home address and phone number. Share an emergency contact—address and phone number—with your insurance agent and family so you can be reached.

**TIP**

- *If flooding is imminent, the number one rule in a flood is to keep yourself safe.*
- *If waters rise in your house before you can leave safely, move to the highest level necessary—even the roof. Take extra clothing, your radio, a flashlight and, if possible, food.*
- *If you have time, turn off electricity at your breaker or fuse box and close the main gas valve; get valuables (furs, jewelry, important papers) to a higher level; fill bathtubs, sinks and plastic soda bottles with water. (Sanitize tubs and sinks with bleach, rinse and then fill); and bring outdoor possessions (lawn furniture, grills, etc.) inside or tie them down securely.*
- *Keep away from downed power lines and any other electrical wires—electrocution is always a major cause of death in floods.*

## TIP

- *After a flood, even if your house seems safe to enter, be cautious.*
- *If you hear hissing or smell gas, leave immediately and call the gas company. Using your home phone or cell phone inside the house could spark an explosion.*
- *Keep power off until an electrician has inspected your system.*
- *If sewer and water lines are damaged, don't use toilets or sinks. Call a plumber. Until told the water supply is safe, boil water for 5 minutes before drinking it or preparing food.*
- *Throw away water-damaged foods, including canned goods.*

## What To Do After A Flood

**A flood is an overwhelming experience. But taking quick action will put you back in control of your home and your life.**

**STEPS TO TAKE IMMEDIATELY****STEP 1**

**Contact Your Agent or Company Representative to Report Your Loss:** Have ready—the name of your insurance company, policy number and a phone number and/or e-mail address where you can be reached. All flood insurance policies require you to give prompt written notice of loss. If you get in touch with your agent or company representative directly, they will advise you how to file your notice of claim. Otherwise, you must send a written notice to your insurance company with your policy number.

**STEP 2**

**Separate Your Property:** Your policy also requires you to separate damaged property from undamaged property. But don't throw anything away before an adjuster has seen it, unless local law requires you to. In that case, take photos of the property before disposing of it and keep samples for the adjuster to see. (For example, cut out a piece of wall-to-wall carpet.) Do all you can to protect undamaged property. However, prior to signing an agreement/contract with a cleaning, remediation, or maintenance contractor, you should consult with your flood adjuster or flood insurer concerning coverage.

**STEP 3**

**Make a List of Damaged Contents:** If you've purchased contents coverage, make a list of damaged property. If you prepared comprehensive lists before the flood, this should be relatively easy. List the quantity of each item, a description, brand name, where purchased, its cost, model and serial number (if appropriate) and your estimate of the loss amount. Attach your bills, receipts, photos and any other documents.

**STEP 4**

**List Areas of Structural Damage:** As you look over your property, make a list of any areas of structural damage you want to point out to the insurance adjuster.

**HANDLING YOUR CLAIM****WORKING WITH YOUR ADJUSTER**

Generally, your adjuster will contact you within 24-48 hours after receiving your notice of loss. However, depending on local conditions and the severity of flooding, it may take more time.

Once the adjuster reaches you, a time will be set for the adjuster to view your property. You may ask the adjuster for an advance or partial payment. If you have a mortgage, your mortgage company will need to sign the Building Property advance check.

**“SCOPING” YOUR LOSS**

During the initial visit to your property, the adjuster will take measurements and photographs and note direct flood damage. This is called “scoping” a loss.

Be assured that your adjuster will be an experienced claims professional and will notice many points of damage you could overlook. However, you are encouraged to point out all damage you have noticed.

After the “scope” is finished, the adjuster will give you a local contact telephone number and will tell you whether any additional visits are needed. (This may be the case if damage is extensive.)

**PREPARING A DETAILED ESTIMATE**

The adjuster then uses the knowledge gained from the visit(s)—and the documentation you have provided—to complete a detailed estimate of damages. You will get a copy. Use it as a guide when you ask for bids for repair work from licensed professional contractors.

**NOTE**

- *Any advance payment will be part of your total claim for Building Property and/or Personal Property damage. Your policy does not provide coverage for temporary living expenses or housing. Only direct physical damage from flooding is covered.*
- *Your policy requires that you cooperate with your adjuster before, during and after the “scoping.” You should also be aware that an adjuster cannot approve (or disapprove) your claim, or tell you when or if the insurance company will approve it. Recovering from a flood is very stressful for home or business owners, but by cooperating with your adjuster, your claim can be processed more smoothly and efficiently.*

## TIP

- *Get a small notebook and use it to track all your contacts. That way, you will easily have all records in one place.*
- *In the event you have a further flood, you will need copies of your receipts and documentation for all repairs and replacements for this prior loss.*

**FILING YOUR CLAIM****FILING YOUR CLAIM REQUIRES A PROOF OF LOSS**

Your official claim for damages is called a Proof of Loss. This must be fully completed and signed and in the hands of your insurance company within 60 days after the loss occurs.

The Proof of Loss includes a detailed estimate to replace or repair the damaged property. In most cases, the adjuster, as a courtesy, will provide you with a suggested Proof of Loss. However, you are responsible for making sure that it is complete, accurate and filed in a timely manner.

Be sure to keep a copy of the Proof of Loss—and copies of all supporting documents—for your records.

**EXTENSIONS BEYOND 60 DAYS**

In some severe floods, FEMA may authorize Proof of Loss extensions for everyone in your area.

Your insurance company will be notified, as will local news outlets.

**PAYMENT OF CLAIMS**

Your claim is payable after:

- You and the insurer agree on the amount of damages.
- The insurer receives your complete, accurate and signed Proof of Loss.

More information on claims payment is in your policy.

**PAYMENT FOR BUILDINGS AND PERSONAL PROPERTY**

Any check for building property must include your mortgage company name, or the name of the individual holding your mortgage. A check for Personal Property will usually be in your name only.

**FILING YOUR SUPPLEMENTAL CLAIM**

If you notice additional damage to your Building Property or Personal Property after filing your claim, you may file a Supplemental Claim. This means, essentially, that you must repeat the documentation and filing process for your original claim, including a Proof of Loss—but only for the newly discovered damage.

Supplemental Claims should start with immediately notifying your adjuster, agent and/or company representative. Once you have completed documentation, present it to your adjuster who may need to make another property visit to verify your loss.

**FILING YOUR INCREASED COST OF COMPLIANCE (ICC) CLAIM**

Once you receive the community's letter stating that the cost to repair flood damage to your building is 50 percent or more of its market value, you may file an ICC claim. You should contact your flood adjuster or your flood insurer's claims representative to file the ICC claim. You have 4 years from the date of the community's letter declaring the building to be substantially damaged to complete your chosen mitigation activity under the terms of the Standard Flood Insurance Policy. Your flood insurer will provide you with additional information to assist you in completing your ICC claim.

**The Completed Claim**

Once you receive final payment for your building and/or personal property, the claims process is complete.

**Please remember:**

Any claim settlement you make in the event of a flood will be determined by the amount of coverage you have and the deductibles you have chosen. If you are concerned that your coverage is not high enough, or that your deductibles are too high, your agent or company representative can counsel you about increasing coverage and/or decreasing deductibles.

**NOTE**

- *A Supplemental Claim, like your original claim, must be filed within 60 days after the loss. If you discover additional damage after the 60-day limit has passed, contact your adjuster immediately. Claims filed after 60 days are decided on a case-by-case basis.*

## NOTE

- *At each step, you should keep clear records of your attempts to resolve issues. Write down the names and titles of people you speak with; dates of contact; contact information; and details of the discussion. If you have to go further in appealing your claim, these records can be vitally important.*
- *Every effort has been made to ensure that the information provided here is accurate. However, your Standard Flood Insurance Policy (SFIP), your application, any endorsements, and the Declarations Page comprise the official Policy or contract of insurance. Any differences between that information and the wording in this handbook will be resolved in favor of your flood insurance policy. If you have questions, please refer to your policy, or call your insurance agent or company representative.*

8

## Addressing Questions About Your Insurance Claim

**The NFIP provides you with a process to appeal decisions regarding your flood insurance claim. This process will help you resolve claim issues, but it cannot give you added coverage or claim limits beyond those in your NFIP policy.**

In filing and completing your insurance claim, you may have questions, or need further explanations of decisions that have been made, especially with regard to coverage, dollar amount of damages, or your Proof of Loss. Before you may appeal, your insurer must make a final determination and send you a written denial of your claim or any part of it

### FOUR STEPS TO APPEALING YOUR CLAIM

#### STEP 1

Talk with your adjuster, who has more knowledge about your claim than anyone. If you don't understand certain decisions regarding, for example, application of coverage, timing of the filing of Proof of Loss, or the damage estimate, contact your adjuster first.

#### STEP 2

If you are not satisfied with the adjuster's answers, or do not agree with decisions, get contact information for the adjuster's supervisor.

#### STEP 3

If the adjuster's supervisor can't resolve your issues, contact the insurance company's claim representative. Ask your insurance agent or your insurance company representative for assistance.

Please refer to your flood policy for more information on appeals. See Section 7 of General Conditions, Paragraph R.

#### STEP 4

If you still have questions or concerns after following steps one through three, contact the Federal Emergency Management Agency (FEMA).

Write to: Federal Emergency Management Agency  
Mitigation Directorate  
Federal Insurance Administrator  
1800 South Bell Street  
Arlington, VA 20598-3010

This letter should be written by the Named Insured (as it appears on your NFIP policy) or by a legal representative, if necessary. The representative should clearly identify his/her relationship to the Named Insured. (For example, a son or daughter could be handling a claim for an elderly parent.)

A legal representative may be asked to provide authorization from the Named Insured or other legal documents verifying the relationship.

Your letter of appeal must be submitted to FEMA within 60 days from the date of the denial letter that you receive from your flood insurer.

#### WHAT TO INCLUDE IN YOUR LETTER

The following six items should be in your letter to FEMA in order to address your questions. (If for some reason, your policy is not available, your insurance agent can provide details for the first three items.)

1. The Policy Number, as shown on your NFIP policy's Declarations Page.
2. The policyholder's name, as shown as the Named Insured on the Declarations Page.
3. The property address, as shown on the Declarations Page. (Not your mailing address, if it is different from the property address.)
4. How you can be contacted, if you are out of your home.
5. The details of your concern.  
(Please be as complete as possible.)
6. The dates of contact and contact details for the persons with whom you have spoken in steps one through three on the previous page.

#### NOTE

- *Please do not send originals of documents such as contractor's estimates. Send photocopies and keep originals in a safe place.*

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## WHAT TO INCLUDE WITH YOUR LETTER

Enclose documentation of everything that supports your appeal.

- Provide a copy of the insurer's written denial, in whole or in part, of the claim;
- Identify relevant policy and claim information and state the basis for the appeal; and
- Submit relevant documentation to support the appeal, but only documentation that directly pertains to your claim.

**The following are examples of the kinds of documentation that FEMA will require:**

- A copy of the Proof of Loss submitted to the insurer, as required in the policy
- Room-by-room itemized estimates from the adjuster (include contractors' estimates), detailing unit costs and quantities for the items needing repair or replacement
- Replacement cost Proofs of Loss
- Adjuster's Preliminary Report
- Adjuster's Final Report
- Detailed damaged personal property inventories that include the approximate ages of the items
- Completed Mobile Home Worksheet
- Mobile home title, including salvage title
- Real estate appraisals that exclude land values
- Advance payment information
- Clear photographs (exterior and interior) confirming damage that resulted from direct physical loss by or from flood
- Proof that prior flood damage has been repaired
- Evidence of insurance and policy information, i.e., Declarations Page
- Elevation Certificate, if the building is elevated
- The community's determination concerning substantial damage
- Information regarding substantial improvement
- Zone determinations
- Pre-loss and post-loss inventories

- Financial statements
- Tax records, lease agreements, sales contracts, settlement papers, deed, etc.
- Emergency (911) address change information
- Salvage information (proceeds and sales)
- Condominium association by-laws
- Proof of other insurance, including homeowners or wind policies, and any claim information submitted to the other companies
- Waiver, Letter of Map Revision (LOMR), or Letter of Map Amendment (LOMA) information
- Paid receipts and invoices including cancelled checks that support an insured's out-of-pocket expenses pertaining to the claim
- Underwriting decisions
- Architectural plans and drawings
- Death certificates
- Last Will and Testament
- Divorce decree
- Power of attorney
- Current lienholder information
- Current loss payee information
- Paid receipts and invoices documenting damaged stock
- Detailed engineering reports specifically addressing flood-related damage and pre-existing damage
- Engineering surveys
- Market values
- Documentation of Flood Insurance Rate Map (FIRM) dates
- Documentation reflecting date(s) of construction and substantial improvement
- Loan documents including closings
- Evidence of insurability as a Residential Condominium Association
- Franchise agreements
- Letters of representation, i.e., attorneys and public adjusters
- Any assignment of interest in a claim
- And, any other pertinent information that FEMA may request in processing a claim.

## NOTE

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- *Please do not send originals of documents such as contractor's estimates. Send photocopies and keep originals in a safe place.*

A re-inspection of your property may be conducted at the discretion of FEMA to gather more information.

A request by FEMA for additional information will include the date by which the information must be provided, which shall in no case be less than 14 calendar days. Failure to provide the requested information in full within 14 calendar days may result in dismissal of your appeal. FEMA will ensure that all information necessary to rule on the appeal has been provided prior to making an appeal decision.

## LIMITATIONS ON APPEALS

The appeals process is intended to resolve claim issues and is not intended to grant coverage or limits that are not provided by the SFIP. Filing an appeal does not waive any of the requirements for perfecting a claim under the SFIP or extend any of the time limitations set forth in the SFIP.

1. Disputes that are or have been subject to appraisal as provided for in the SFIP cannot be appealed.
2. If you file an appeal on any issue, that issue is no longer subject to resolution by appraisal or other pre-litigation remedies.
3. If you file suit against an insurer on the flood insurance claim issue, you are prohibited from filing an appeal. All appeals submitted for decision but not resolved shall be terminated upon notice of the commencement of litigation regarding the claim.

APPEALS RESOLUTION

FEMA will review the appeal documents, including any reinspection report, if appropriate. FEMA will provide specific information on what grounds the claim was initially denied.

FEMA will provide an appeal decision in writing to the policyholder and insurer within 90 days from the date that all information has been submitted by the policyholder and will include specific information for the resolution of the appeal. No further administrative review will be provided to the insured.

If you do not agree with the final decision, please refer to your flood insurance policy. See the "GENERAL CONDITIONS" Section, Paragraph R. "Suit Against Us." The 1-year period to file suit commences with the written denial from the insurer and is not extended by the appeals process.

**Essential Elements of Rating****ESSENTIAL ELEMENTS OF RATING****Community Name**

- Check the Community Status List
- What community is the risk in?
- Does that community participate in NFIP?

**Program Phase**

- Check the Community Status List
- Regular?
- Emergency?

**Flood Zone**

- Check the community's flood map
- Contact the flood zone determination company
- Contact the local floodplain manager/administrator
- Does your WYO carrier provide zone determinations?
- Check the Standard Flood Hazard Determination Form
- Does grandfathering apply?
- Does the PRP Eligibility Extension apply?

**Pre-FIRM vs. Post-FIRM**

- What is the building's date of construction?
- What is the date of the community's initial FIRM?

**Occupancy Type**

- Is it an eligible building?
- What rating classification does it fit into (i.e., single family, 2-4 family, other residential, non-residential, condominium)?

**Basement/Enclosure**

- How many floors does the building have?
- Does the building have a basement/enclosure?

**Amount of Insurance Desired/Required**

- Building coverage only?
- Contents coverage only?
- Both building and contents coverage?
- Discuss insurance-to-value issues with potential policyholder

**Deductible and Fees**

- Apply standard deductible?
- Buy-back lower deductible?
- Optional higher deductible?
- Does the community qualify for a CRS discount? If so, what percentage discount?
- Federal Policy Fee \$40

**Increased Cost of Compliance (ICC)**

- Premium range \$4-\$70
- No separate deductible
- Coverage amount \$30,000
- Mandatory coverage, when applicable

## Lowest Floor Guide

### PUTTING IT INTO PERSPECTIVE....

Sections A and C of the 2009 Elevation Certificate provide fields for entering numerous measurements that the surveyor must record in completing an elevation survey. This data will be used to not only help insurance agents accurately rate a flood insurance policy, but also assist FEMA and the local communities with their floodplain management compliance issues. This 2009 Elevation Certificate does not specifically identify for the insurance agent the Lowest Floor Elevation that must be used for rating purposes. Based upon your knowledge of the rules and regulations of the National Flood Insurance Program, you must make the final determination regarding which elevation should be used to accurately rate the policy and calculate the premium. This guide must be used in conjunction with information provided on the Flood Insurance Application form.

This guide will provide you with **some** helpful information and hints.

### WHERE TO START.....

The following are some suggested guidelines for interpreting the elevation information in Section C:

#### STEP 1:

Review the Elevation Certificate. Find the referenced Building Diagram Number in Section A, Item A7. This diagram number refers to one of the building diagrams located on Instructions Pages 7 through 9 of the Elevation Certificate.

#### STEP 2:

Once the correct building diagram has been determined, review the data contained in Section C, Item C2 of the Elevation Certificate. The circled letters and numbers on the building diagram correspond to the elevations entered in Items C2.a-h in Section C, Item C2. Check the Lowest Floor Guide found on the inside of this brochure as well as in the Flood Insurance Manual.

#### STEP 3:

Review the elevation in Item C2.a. If the elevation in Item C2.a is lower than the elevation in Item C2.f, then you have a building with a basement. The correct lowest floor elevation for rating will be Item C2.a (Building Diagrams 2, 4, or 9).

- For Building Diagrams 1A, 1B, and 3, if Item C2.a is higher than C2.f, the building is slab on grade, or a

walkout first level. Rate as no basement and use Item C2.a as the lowest floor elevation for rating.

- If Item C2.c is given, and the property is in a V Zone, Item C2.c will be the correct lowest floor elevation for rating if there are no enclosures (Building Diagram 5).
- If Item C2.c is higher than Item C2.a, then you have an elevated building with enclosure(s) below the elevated level. Use Item C2.c as the lowest floor elevation for rating V Zones if the enclosure is less than 300 sq. ft., the walls are breakaway, and machinery and equipment are elevated at or above the BFE. Otherwise use the bottom of Item C2.a if the enclosure is 300 sq. ft. or greater, or the walls are supporting walls, or machinery and equipment are below the BFE and an enclosure of any size exists (Building Diagram 6).

### IMPORTANT HINT:

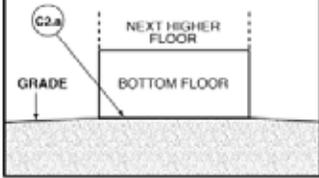
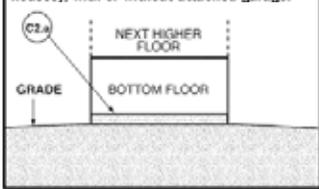
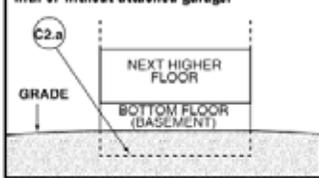
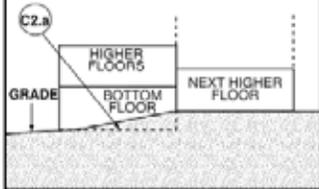
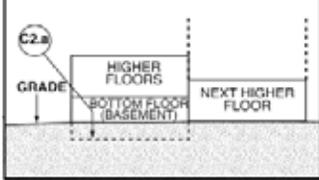
- If Item A8 and/or Item A9 shows flood openings, and the openings are adequate for the square footage of the enclosed area, then you have an elevated building with proper venting. The lowest floor elevation for rating is Item C2.b, top of the next higher floor, as long as the building is not located in a V Zone (Building Diagrams 7 and 8).

### WHERE TO GET HELP

The Lowest Floor Guide will assist you in determining the lowest floor for rating purposes for the majority of your business. However, if you are unable to make the determination, contact your WYO Company underwriting staff or, for NFIP-direct policies, the NFIP Servicing Agent underwriting department for assistance.

Lowest Floor Guide

Lowest Floor Guide for Zones A, AE, A1-A30, AH, AR, AR Dual

<p><b>BUILDING DIAGRAM #1A</b></p> <p>Distinguishing Feature: The bottom floor is at or above ground level (grade) on at least one side.*</p> <p>Lowest Floor for Rating: Top of slab or lower attached garage if it has machinery &amp; equipment below BFE unless the garage is properly vented.</p> <p>Elevation Needed for Rating from FEMA Elevation Certificate: Item C2.a or Item C2.d (if structure has attached garage)</p>	<p>All slab-on-grade single- and multiple-floor buildings (other than split-level) and high-rise buildings, either detached or row type (e.g., townhouses); with or without attached garage.</p> 
<p><b>BUILDING DIAGRAM #1B</b></p> <p>Distinguishing Feature: The bottom floor is at or above ground level (grade) on at least one side.*</p> <p>Lowest Floor for Rating: Top of slab or lower attached garage if it has machinery &amp; equipment below BFE unless the garage is properly vented.</p> <p>Elevation Needed for Rating from FEMA Elevation Certificate: Item C2.a or Item C2.d (if structure has attached garage)</p>	<p>All raised slab-on-grade or slab-on-stem-wall-with-fill single- and multiple-floor buildings (other than split-level) and high-rise buildings, either detached or row type (e.g., townhouses); with or without attached garage.</p> 
<p><b>BUILDING DIAGRAM #2</b></p> <p>Distinguishing Feature: The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*</p> <p>Lowest Floor for Rating: Top of basement floor</p> <p>Elevation Needed for Rating from FEMA Elevation Certificate: Item C2.a</p>	<p>All single- and multiple-floor buildings with basement (other than split-level) and high-rise buildings with basement, either detached or row type (e.g., townhouses); with or without attached garage.</p> 
<p><b>BUILDING DIAGRAM #3</b></p> <p>Distinguishing Feature: The bottom floor (excluding garage) is at or above ground level (grade) on at least one side.*</p> <p>Lowest Floor for Rating: Top of slab</p> <p>Elevation Needed for Rating from FEMA Elevation Certificate: Item C2.a</p>	<p>All split-level buildings that are slab-on-grade, either detached or row type (e.g., townhouses); with or without attached garage.</p> 
<p><b>BUILDING DIAGRAM #4</b></p> <p>Distinguishing Feature: The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*</p> <p>Lowest Floor for Rating: Top of slab (basement floor)</p> <p>Elevation Needed for Rating from FEMA Elevation Certificate: Item C2.a</p>	<p>All split-level buildings (other than slab-on-grade), either detached or row type (e.g., townhouses); with or without attached garage.</p> 

Lowest Floor Guide for Zones AO and A (without Estimated BFE)

**BUILDING DIAGRAMS**

Distinguishing Feature: All Buildings

Lowest Floor for Rating: Difference between the top of the bottom floor and highest adjacent grade

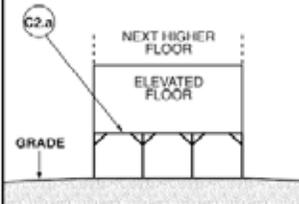
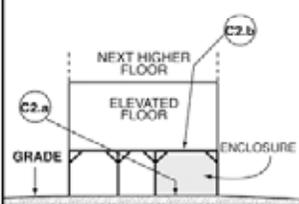
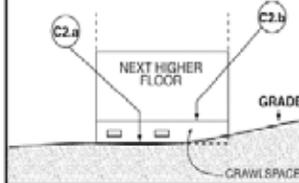
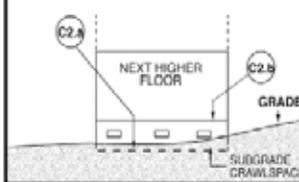
Elevation Needed for Rating from FEMA Elevation Certificate:

Use the measurement provided in Item E1. If the top of the bottom floor is below the highest adjacent grade, show this difference as a negative number on the application. For buildings similar to diagrams 6-9 with proper openings, use the measurement provided in Item E2.

\* Note: A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

## Lowest Floor Guide

## Lowest Floor Guide for Zones A, AE, A1-A30, AH, AR, AR Dual

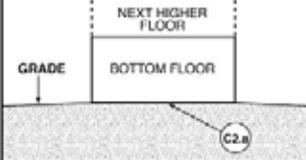
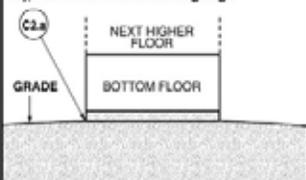
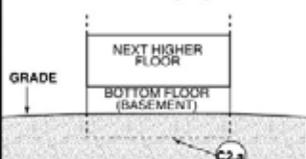
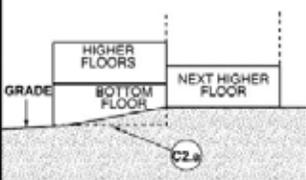
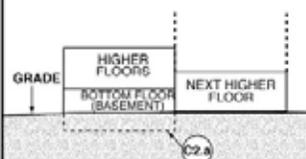
<p><b>BUILDING DIAGRAM #5</b></p> <p>Distinguishing Feature: The area below the elevated floor is open, with no obstruction to flow of flood waters (open lattice work and/or insect screening is permissible).</p> <p>Lowest Floor for Rating: Lowest elevated floor</p> <p>Elevation Needed for Rating from FEMA Elevation Certificate: Item C2.a</p>	<p>All buildings elevated on piers, posts, piles, columns, or parallel shear walls. No obstructions below the elevated floor.</p> 
<p><b>BUILDING DIAGRAM #6</b></p> <p>Distinguishing Feature: The area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure.</p> <p>Lowest Floor for Rating: Lowest elevated floor or top of bottom floor if conditions in the Flood Insurance Manual are met.</p> <p>Elevation Needed for Rating from FEMA Elevation Certificate: Item C2.a or Item C2.b</p>	<p>All buildings elevated on piers, posts, piles, columns, or parallel shear walls with full or partial enclosure below the elevated floor.</p> 
<p><b>BUILDING DIAGRAM #7</b></p> <p>Distinguishing Feature: The area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure.</p> <p>Lowest Floor for Rating: Lowest elevated floor or top of bottom floor if conditions in the Flood Insurance Manual are met.</p> <p>Elevation Needed for Rating from FEMA Elevation Certificate: Item C2.a or Item C2.b</p>	<p>All buildings elevated on full-story foundation walls with a partially or fully enclosed area below the elevated floor. This includes walkout levels, where at least one side is at or above grade. The principal use of this building is located in the elevated floors of the building.</p> 
<p><b>BUILDING DIAGRAM #8</b></p> <p>Distinguishing Feature: The area below the first floor is enclosed by solid or partial perimeter walls. In A Zones, the crawlspace is with or without openings** present in the walls of the crawlspace.</p> <p>Lowest Floor for Rating: Next higher floor or top of bottom floor if conditions in the Flood Insurance Manual (Lowest Floor Determination) for A zones are met.</p> <p>Elevation Needed for Rating from FEMA Elevation Certificate: Item C2.a or Item C2.b</p>	<p>All buildings elevated on a crawlspace with the floor of the crawlspace at or above grade on at least one side, with or without attached garage.</p> 
<p><b>BUILDING DIAGRAM #9</b></p> <p>Distinguishing Feature: The bottom (crawlspace) floor is at or below ground level (grade) on all sides.* (If the distance from the crawlspace floor is more than 5 feet, or the crawlspace floor is more than 2 feet below the grade (LAG) on all sides, use Diagram 2.)</p> <p>Lowest Floor for Rating: Top of subgrade crawlspace.</p> <p>Elevation Needed for Rating from FEMA Elevation Certificate: Item C2.a and Item C2.b</p>	<p>All buildings (other than split-level) elevated on a subgrade crawlspace with or without attached garage.</p> 

\* Note: A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

\*\* An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of two openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than one square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least two sides of the enclosed area. If a building has more than one enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than one foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

## Lowest Floor Guide

## Lowest Floor Guide for Zones V, VE, V1 - V30

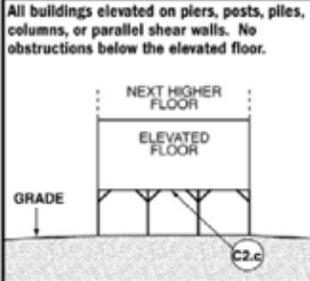
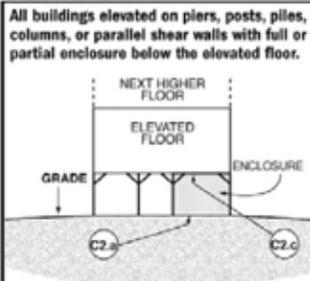
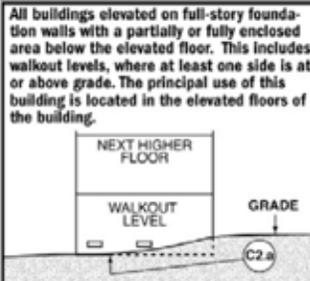
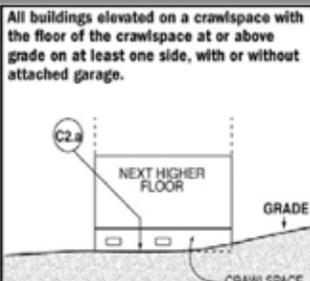
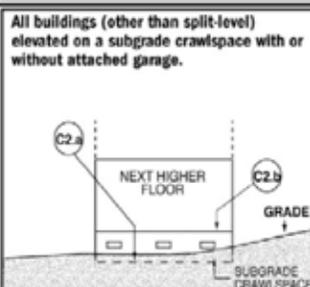
<p><b>BUILDING DIAGRAM #1A</b></p> <p><b>Distinguishing Feature:</b> The bottom floor is at or above ground level (grade) on at least one side.*</p> <p><b>Lowest Floor for Rating:</b> Bottom of slab</p> <p><b>Elevation Needed for Rating on FEMA Elevation Certificate:</b> Item C2.a***</p>	<p>All slab-on-grade single- and multiple-floor buildings (other than split-level) and high-rise buildings, either detached or row type (e.g., townhouses); with or without attached garage.</p> 
<p><b>BUILDING DIAGRAM #1B</b></p> <p><b>Distinguishing Feature:</b> The bottom floor is at or above ground level (grade) on at least one side.*</p> <p><b>Lowest Floor for Rating:</b> Bottom of slab</p> <p><b>Elevation Needed for Rating on FEMA Elevation Certificate:</b> Item C2.a***</p>	<p>All raised slab-on-grade or slab-on-stem-wall-with-fill single- and multiple-floor buildings (other than split-level) and high-rise buildings, either detached or row type (e.g., townhouses); with or without attached garage.</p> 
<p><b>BUILDING DIAGRAM #2</b></p> <p><b>Distinguishing Feature:</b> The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*</p> <p><b>Lowest Floor for Rating:</b> Bottom of slab (basement floor)</p> <p><b>Elevation Needed for Rating on FEMA Elevation Certificate:</b> Item C2.a***</p>	<p>All single- and multiple-floor buildings with basement (other than split-level) and high-rise buildings with basement, either detached or row type (e.g., townhouses); with or without attached garage.</p> 
<p><b>BUILDING DIAGRAM #3</b></p> <p><b>Distinguishing Feature:</b> The bottom floor (excluding garage) is at or above ground level (grade) on at least one side.*</p> <p><b>Lowest Floor for Rating:</b> Bottom of slab (lowest floor)</p> <p><b>Elevation Needed for Rating on FEMA Elevation Certificate:</b> Item C2.a***</p>	<p>All split-level buildings that are slab-on-grade, either detached or row type (e.g., townhouses); with or without attached garage.</p> 
<p><b>BUILDING DIAGRAM #4</b></p> <p><b>Distinguishing Feature:</b> The bottom floor (basement or underground garage) is below ground level (grade) on all sides. Buildings constructed above crawlspaces that are below grade on all sides should also use this diagram. *</p> <p><b>Lowest Floor for Rating:</b> Bottom of slab (basement floor)</p> <p><b>Elevation Needed for Rating on FEMA Elevation Certificate:</b> Item C2.a***</p>	<p>All split-level buildings (other than slab-on-grade), either detached or row type (e.g., townhouses); with or without attached garage.</p> 

\* Note: A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

\*\*\* Use Item C2.c if available; otherwise subtract 12 inches from Item C2.a for 1-4 family residences. For buildings other than 1-4 family residences subtract 18 inches from Item C2.a.

## Lowest Floor Guide

## Lowest Floor Guide for Zones V, VE, V1-V30

<p><b>BUILDING DIAGRAM #5</b></p> <p><b>Distinguishing Feature:</b> The area below the elevated floor is open, with no obstruction to flow of floodwaters. Insect screening is permissible, as are wooden or plastic lattice, slats, or shutters if at least 40 percent of their area is open. Maximum thickness is 1/2 inch for lattice, 1 inch for slats or shutters. Any machinery or equipment below the lowest elevated floor must be at or above the BFE.</p> <p><b>Lowest Floor for Rating:</b> Bottom of lowest horizontal structural member</p> <p><b>Elevation Needed for Rating on FEMA Elevation Certificate:</b> Item C2.c</p>	<p>All buildings elevated on piers, posts, piles, columns, or parallel shear walls. No obstructions below the elevated floor.</p> 
<p><b>BUILDING DIAGRAM #6</b></p> <p><b>Distinguishing Feature:</b> The area below the elevated floor is enclosed, either partially or fully.</p> <p><b>Lowest Floor for Rating:</b> Bottom of lowest horizontal structural member, or bottom of slab if conditions in the Flood Insurance Manual are met.</p> <p><b>Elevation Needed for Rating on FEMA Elevation Certificate:</b> Item C2.a or Item C2.c ***</p>	<p>All buildings elevated on piers, posts, piles, columns, or parallel shear walls with full or partial enclosure below the elevated floor.</p> 
<p><b>BUILDING DIAGRAM #7</b></p> <p><b>Distinguishing Feature:</b> The area below the elevated floor is enclosed, either partially or fully.</p> <p><b>Lowest Floor for Rating:</b> Bottom of slab (lowest floor)</p> <p><b>Elevation Needed for Rating on FEMA Elevation Certificate:</b> Item C2.a***</p>	<p>All buildings elevated on full-story foundation walls with a partially or fully enclosed area below the elevated floor. This includes walkout levels, where at least one side is at or above grade. The principal use of this building is located in the elevated floors of the building.</p> 
<p><b>BUILDING DIAGRAM #8</b></p> <p><b>Distinguishing Feature:</b> The area below the first floor is enclosed by solid or partial perimeter walls.</p> <p><b>Lowest Floor for Rating:</b> Bottom floor</p> <p><b>Elevation Needed for Rating on FEMA Elevation Certificate:</b> Item C2.a***</p>	<p>All buildings elevated on a crawspace with the floor of the crawspace at or above grade on at least one side, with or without attached garage.</p> 
<p><b>BUILDING DIAGRAM #9</b></p> <p><b>Distinguishing Feature:</b> The bottom (crawspace) floor is at or below ground level (grade) on all sides.* (If the distance from the crawspace floor to the top of the next highest floor is more than 5 feet, or the crawspace floor is more than 2 feet below the grade (LAG) on all sides, use Diagram 2.)</p> <p><b>Lowest Floor for Rating:</b> Bottom of subgrade crawspace.</p> <p><b>Elevation Needed for Rating on FEMA Elevation Certificate:</b> Item C2.a and C2b.</p>	<p>All buildings (other than split-level) elevated on a subgrade crawspace with or without attached garage.</p> 

\* Note: A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

\*\*\* Use Item C2.c if available; otherwise subtract 12 inches from Item C2.a for 1-4 family residences. For buildings other than 1-4 family residences subtract 18 inches from Item C2.a.

## Grandfathering Fact Sheet

## FACT SHEET FOR INSURANCE AGENTS



## NFIP Grandfather Rules

## Know Your Options

## BACKGROUND

Flood risks can change over time. Water flow and drainage patterns can change dramatically because of surface erosion, land use, and natural forces. Likewise, the ability of levees and dams to provide the necessary protection can change. As a result, the flood maps for those areas may no longer accurately portray the current flood risks. To reflect the most current flood risks, the Federal Emergency Management Agency (FEMA) is updating the nation's flood maps using the latest data gathering and mapping technology. New flood maps (known as Digital Flood Insurance Rate Maps, or DFIRMs) are being issued nationwide.

When the new flood maps become effective, some residents and business owners will find that their property's flood risk has changed. Some will find that their building is mapped into a high-risk flood zone (known as a Special Flood Hazard Area (SFHA) and noted on the flood maps with the letter beginning with "A" or "V"). If there is a mortgage on the property through a federally regulated or insured lender, they will now be required to purchase flood insurance. Others will find that the Base Flood Elevation (BFE) for the property has increased. Either of these changes could result in higher flood insurance premiums.

## WHAT IS THE GRANDFATHER RULE?

When flood map changes occur, the National Flood Insurance Program (NFIP) provides a lower-cost flood insurance rating option known as "grandfathering." Grandfathering is available for property owners who:

- have a flood insurance policy in effect when the new flood map becomes effective<sup>1</sup> and then maintain continuous coverage, or
- have built in compliance with the FIRM in effect at the time of construction.

The results of grandfathering may provide cost savings to a property owner when the new map takes effect. However, there will be cases when using elevation rating with the new flood map may result in lower premiums than grandfathering. So, both options should always be evaluated.

Timing is also important as most pre-FIRM buildings have only one chance to grandfather and lock in the existing zone for future rating. For pre-FIRM properties already in an SFHA and being mapped into a higher risk zone (e.g., "AE" to "VE" zone), the last chance to qualify for grandfathering is buying a policy *before* the new flood map becomes effective. For pre-FIRM properties being mapped into an SFHA for the first time (e.g., "X" to "AE" zone) and that qualify for a PRP, a policy must be in place before the 2-year PRP extension period ends in order to qualify for grandfathering\*.

It is important to remember that if a building has been substantially damaged or improved, it is not eligible to be grandfathered to the flood map that was in effect at the time of the building's original construction date. The map in effect at the time of the last substantial improvement or damage must be used.

Below are conditions and examples of applying grandfather rules:

## PRE-FIRM (CONSTRUCTION PRIOR TO THE DATE OF THE COMMUNITY'S INITIAL FIRM OR PRIOR TO JANUARY 1, 1975)

1. If a policy was obtained prior to the effective date of a map change (or for properties newly mapped into an SFHA, prior to the expiration of the PRP eligibility period\*), the policyholder is eligible to maintain the prior zone as long as continuous coverage is maintained. The policy can be assigned to a new owner at the option of the policyholder.

**Example A:** A house was built in 1974 and the community's first FIRM was 1986. When the insured's policy was written, the structure was in an A flood zone. As a result of a 2011 map revision, the new flood zone is a VE zone. As long as there was no interruption in coverage, and there has been no substantial improvements or damage, the customer's policy can continue to be rated using pre-FIRM A zone rates.

## \*Preferred Risk Policy Eligibility Extension Option

As of January 1, 2011, buildings that are newly mapped into a high-risk flood zone are eligible for a lower-cost Preferred Risk Policy (PRP) for two years from the map revision date. At the end of the period, the policy must be re-rated using standard rates (using the current map's zone or the grandfathered zone).

<sup>1</sup> For buildings newly mapped into an SFHA, the policy must be in effect before the 2-year PRP eligibility extension period ends.

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## NFIP Grandfather Rules

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**Example B:** A house that was built in 1983 was mapped into an X zone in the community's first and only FIRM in 1984. In anticipation of the upcoming new flood maps, the homeowner purchased a Preferred Risk Policy (PRP) 30 days before new DFIRMs' effective date of November 1, 2011. Consequently, when the PRP came up for renewal, it would then be renewed for two more policy years. At the end of the last policy year (October 31, 2014), it would have to be converted to standard X zone rates and coverage would then have to be continuously maintained in order to keep using the X zone rates.

2. If a policy was obtained prior to a map revision, but then the building was substantially improved, the building must be re-rated using the FIRM that was in effect at the time that the substantial improvement occurred.

**Example:** A house was built in 1968 and the community's first FIRM was 1976. When the insured's policy was written, the pre-FIRM structure was in an AE flood zone. As a result of a 2009 map revision, the new flood zone is a VE zone. In 2011, the property owner completely renovated the building. As a result of the substantial improvement, grandfathering will not be an option for this policyholder. The property owner will now be required to use the VE flood zone rates, and the year of construction will change to 2011. The building now must be rated as post-FIRM.

**Pre-FIRM Exception:** If the community's first FIRM was effective *prior* to January 1, 1975, and a building has not been substantially damaged or improved since its original construction, the rates can be based on the FIRM zone and/or the BFE on the FIRM in effect at the time of construction (i.e., it can be treated like a post-FIRM structure) if construction is after the initial FIRM date, but before January 1, 1975. In this case, proper documentation must be provided. In all other instances, new policies for pre-FIRM buildings must use the FIRM in effect when the coverage is applied for.

**Example:** A small office building is built in 1974; the community's first FIRM was 1971. It is located in a B zone, behind a levee. In 2011, a new DFIRM becomes effective showing the levee as no longer providing the required protection ("de-accredited"), placing the structure into an AE zone. The property owner decides not to purchase flood insurance as there is no mortgage on the building. Three years later, the building is sold and the new owner's lender requires flood insurance. Even though the building is technically classified as a pre-FIRM structure, the B zone can be grandfathered for rating as there was a FIRM in effect at the time of construction (see POST-FIRM below).

#### POST-FIRM (CONSTRUCTION ON OR AFTER THE DATE OF THE COMMUNITY'S INITIAL FIRM)

Post-FIRM buildings have two opportunities to have a previous zone or Base Flood Elevation (BFE) grandfathered. The simplest way, and avoid having to provide additional documentation, is the continuous coverage option where a policy is obtained prior to the effective date of a map change<sup>2</sup> so that the policyholder is eligible to maintain the prior zone and base flood elevation as long as continuous coverage is maintained (Example A). If coverage is not purchased before the new effective date of a map<sup>2</sup>, a building can still be grandfathered by providing the proper documentation to show it was built in compliance as of the date of construction (as long as there has been no substantial improvement or damage since its construction; see Example B). In either example, the policy can be assigned to a new owner at the option of the policyholder.

**Example A (Continuous Coverage):** In 1986, a house was built in an Unnumbered A flood zone with no estimated BFE. The community's first FIRM was issued in 1978. There was no mortgage on this Post-FIRM building, and the property owner did not initially purchase flood insurance. In 1994, the zone changed to AE with a BFE of 10. The property owner applied for a loan soon after, and the lender required flood insurance on the building. Insurance was applied for, and an Elevation Certificate submitted with the Flood Insurance Application indicated that the lowest floor was constructed at the current BFE. The policy was issued using the new map, because it provided a more favorable rate than the Unnumbered A zone in effect when the house was built. In 2010, another map revision occurred and the house remained in the AE zone, but the BFE increased to 11. As long as there was no interruption in coverage and no substantial improvement or damage, the property owner's policy can continue to be rated using the BFE of 10 in the AE zone, at each subsequent renewal.

**Example B (Built in Compliance):** A small restaurant was built in 2001 in an AE zone. The community's first FIRM was in 1993 and was still in effect on the date of construction. The BFE was 10 feet on the 1993 FIRM and the lowest floor elevation (LFE) was 11 feet, resulting in a

<sup>2</sup> For buildings newly mapped into an SFHA, a PRP policy must be in effect before the 2-year PRP eligibility extension period ends.

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## NFIP Grandfather Rules

## Know Your Options

+1 elevation difference for rating. A new DFIRM for the community became effective in 2011. The building remained in an AE zone, but the BFE became 12 feet, resulting in an elevation difference of -1 foot. Since the building has not been altered, and was in compliance when constructed, it can remain being rated using +1 elevation difference.

## SUMMARY

When a map change is approaching, it is important to remember that most pre-FIRM structures have but one chance<sup>3</sup> to lock in the current flood zone for future rating which is before the new maps become effective; that policy then needs to be renewed each year. The benefits of the grandfathered zone can always be transferred to the new owner if the building is sold. Post-FIRM buildings have two chances to lock in the BFE and/or flood zone – before the maps become effective<sup>2</sup> or after the effective date, but with the proper documentation. Continuous coverage is not required. If, however, a building is substantially damaged or improved, grandfathering of previous zones or BFEs can no longer be applied.

GRANDFATHERING PREMIUM SAVINGS EXAMPLES<sup>4</sup>

The NFIP's grandfathering provision often offers a premium savings to property owners. The examples below will show how an agent can utilize a variety of cost saving options available through the NFIP. To simplify the examples, potential annual premium increases were *not* applied to any of the premiums.

## EXAMPLE 1:

A home was constructed in 1974. The first (and current) FIRM became effective in 1984 and placed the home into a C zone. The new DFIRM will soon become effective and the property will be mapped into Zone A. The home is considered a pre-FIRM building, so if no PRP is purchased before the end of the 2-year PRP Eligibility Extension period following the map revision, the building *will not* qualify for grandfathering; an A zone rate will be used and the annual premium will be \$2,235.

However, if a PRP is purchased before the 2-year PRP eligibility extension period expires, the property will be eligible for grandfathering. By purchasing a policy before the maps become effective, the homeowner will pay \$343 for the first year and two subsequent renewal years. Upon the last renewal year, the PRP will have to be converted to a standard-rated X zone policy (\$1,439) and will continue to be rated that way following every renewal as long as continuous coverage is maintained. Compared to the non-grandfathered A zone rated premium, grandfathering results in savings of more than \$5,500 in three years.

## EXAMPLE 2:

A home was built in an AE zone in 1995; the community's first FIRM was issued in 1991. The difference between BFE and LFE was +1 foot. When the new DFIRMs became effective, the BFE increased 2 feet, so that the elevation difference was now a -1 foot. The property received a notice requiring flood insurance. The premium calculated out to be \$4,873. However, because it was a post-FIRM structure, it could be grandfathered using the previous BFE. This resulted in a premium of \$884 or a savings of nearly \$12,000 over the next 3 years.

## EXAMPLE 3:

A community's first FIRM was issued 6 years ago. A home was built a year later in an X zone. Now, new DFIRMs are being issued that will place it in an AE zone. The property owner purchases an elevation certificate after the new map takes effect, and the survey indicates that the lowest floor is 2 feet above the BFE. If the property owner purchases a PRP during the PRP Eligibility Extension Period (\$343), the building can be grandfathered using a standard X zone rate for subsequent years (\$1,439). However, by using the new maps

<sup>3</sup> For buildings newly mapped into an SFHA, the policy must be in effect before the 2-year PRP eligibility extension period ends.

<sup>4</sup> Premiums are based upon \$200,000 in building coverage and \$80,000 in contents, using standard deductibles and January 2011 rates for a single-family residence, one-floor, without a basement.



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## NFIP Grandfather Rules

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at the end of the PRP Eligibility period, elevation rating would actually provide additional savings, as the rate for an elevation difference of +2 is only \$639. So, by using the new DFIRM information to rate when the PRP Eligibility period ends, this would result in premiums that are less than half the grandfathered premium and a savings of close to \$2,500 in 3 years.

## ADDITIONAL RESOURCES

The following are resources regarding map changes and grandfathering:

- NFIP Help Desk: 1-800-427-4661
- Rating using the Grandfather Rule: [www.fema.gov/pdf/nfip/manual](http://www.fema.gov/pdf/nfip/manual)
- Information about effects of mapping changes and a status of mapping projects nationwide: [Agents.FloodSmart.gov](http://Agents.FloodSmart.gov)
- FEMA's consumer site about flood insurance and PRP Eligibility Extension: [www.FloodSmart.gov](http://www.FloodSmart.gov)
- View and print current and past (historic) flood maps for grandfathering: [msc.fema.gov](http://msc.fema.gov)
- Flood hazard mapping questions, contact the FEMA Map Information eXchange (FMIX): 1-877-336-2627
- Information about FEMA's latest efforts in updating the flood maps: [www.fema.gov/plan/ffmm.shtm](http://www.fema.gov/plan/ffmm.shtm)
- For more information on substantial damage and substantial improvements:  
<http://www.fema.gov/library/viewRecord.do?id=4160>



## Two-Year Preferred Risk Eligibility Extension Fact Sheet

## AGENT FACT SHEET



# Preferred Risk Policy Eligibility Extension

## A New Low-Cost Flood Insurance Option

The Federal Emergency Management Agency (FEMA) introduces a new flood insurance rating option for the National Flood Insurance Program (NFIP) to help reduce the financial burden placed on property owners whose buildings are newly mapped into a high-risk flood area.

### FLOOD MAPS CHANGE – FLOOD RISKS CHANGE

With aging flood control infrastructure and outdated flood maps across the United States, upon a request from the President in 2003, Congress appropriated funds and directed FEMA to update the nation's flood hazard maps. This effort (known as Flood Map Modernization) used the latest data and technology to identify communities' current flood risks nationwide. As a result, many property owners have found that their risk of flooding has changed. For some, it was reduced; but for others, it increased. If a building in a moderate-to-low risk flood zone was newly mapped into a high-risk Special Flood Hazard Area (SFHA) and was secured with a federally regulated or insured loan, lenders may require flood insurance. While the property owner may have been able to buy a lower-cost Preferred Risk Policy (PRP) before the new flood maps became effective, any policy purchased after the map revision would have to be rated at more expensive standard-rates. The PRP would have to be converted to more expensive standard-rated premiums at subsequent renewals. Recognizing the financial burden this places on affected property owners and that updating flood maps is continuing with FEMA's new Risk MAP (Mapping, Assessment and Planning) effort, FEMA is extending the eligibility of writing the lower-cost PRP for two years after a revised flood map's effective date.

### ELIGIBILITY FOR THE PRP TWO-YEAR EXTENSION

For policies effective on or after January 1, 2011, FEMA is applying the two-year PRP eligibility extension for buildings affected by map changes since October 1, 2008.

### Affected Buildings Previous to January 1, 2011

Buildings that have been newly mapped into high-risk flood zones (i.e., labeled with "A" or "V" on the flood maps) due to a map revision on or after October 1, 2008, and before January 1, 2011, are eligible for a PRP for *two policy years* effective between January 1, 2011, and December 31, 2012. So, policies issued as standard-rated policies or converted to standard-rated policies following a map change on or after October 1, 2008, could be converted to the lower-cost PRP for two years beginning on the first renewal effective on or after January 1, 2011. Buildings meeting these same conditions that were not previously insured may be issued as a new business PRP on or after January 1, 2011, during this same eligibility period.

### Affected Buildings from January 1, 2011 Onward

Buildings that are newly mapped into a high-risk flood zone due to a map revision on or after January 1, 2011, are eligible for a lower-cost PRP for *two policy years* from the map revision date.

Buildings meeting the above requirements must also meet the NFIP's PRP loss history requirements.

At the end of the extended eligibility period, policies on these buildings must be written as standard-rated policies; however, there are additional rating options available, which could result in additional savings (e.g., grandfathering, elevation rating, higher deductible).

### Significant Savings

A property owner who has a home without a basement will pay \$343 for \$200,000 in building and \$80,000 in contents coverage for a PRP versus more than \$1,400 for a standard-rated policy in an X zone, and even more if rated in a high-risk flood zone (i.e., A zone)...a savings of more than \$1,000+ a year.

### STAY PROTECTED AND SAVE

Whether a building is mapped into a high-risk or moderate-to-low risk flood zone, the property owner should always consider flood insurance as a way to reduce

## Two-Year Preferred Risk Eligibility Extension Fact Sheet

AGENT FACT SHEET



# Preferred Risk Policy Eligibility Extension

## A New Low-Cost Flood Insurance Option

their overall risk. While this new rating option provides temporary financial relief, the property owners need to understand that they are still at a high risk for flooding.

This extension provides affected property owners additional time to save and prepare for paying for the full risk premium in two years. The two-year extension also provides more time for the communities to upgrade or mitigate flood control structures to meet FEMA standards and reduce the flood risk. Sound floodplain management will reduce the financial impact on residents and businesses in the long term while making their community safer to live and work in.

### WHAT TO DO

While the new PRP eligibility extension does not become effective until January 1, 2011, insurance companies will be contacting policyholders – those who may potentially qualify for this extension – at least ninety days before their policy expires. Consequently, some policyholders may be receiving notification as early as October 1, 2010. Insurance agents will be required to provide their insurance company documentation to show that the building is eligible for the PRP extension, including the current and prior map information. Such information, both historic and current flood maps, can be found on FEMA's mapping website (<http://msc.fema.gov>) or through the local community's floodplain administrator.

Property owners in communities that have received flood map updates since October 1, 2008 and have questions should contact their agent for further details. Additional information can also be found at [www.FloodSmart.gov](http://www.FloodSmart.gov) and [www.FloodSmart.gov/PRPEExtension](http://www.FloodSmart.gov/PRPEExtension) or by calling the NFIP Help Center at 1-800-427-4661.

Insurance agents that have questions or need further details should contact their insurance carrier. Additional information for agents is available at [www.Agents.FloodSmart.gov](http://www.Agents.FloodSmart.gov) as well as [www.FloodSmart.gov/PRPEExtension](http://www.FloodSmart.gov/PRPEExtension).

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NATIONAL FLOOD INSURANCE PROGRAM		CONTACT FOR:
<b>NFIP TRAINING</b> (SumTotal Systems/H2O Partners Inc.)  <a href="mailto:nfiptraininginfo@h2opartnersusa.com">nfiptraininginfo@h2opartnersusa.com</a>	<b>1-888-318-5112</b> <b>1-888-317-4542 fax</b>	Training Seminars for insurance professionals and lenders
<b>NFIP BUREAU &amp; STATISTICAL AGENT (OST/URS)</b>  <a href="http://www.fema.gov/business/nfip/nfip_regions.shtm">http://www.fema.gov/business/nfip/nfip_regions.shtm</a>		Flood Insurance Assistance General Insurance Information
<b>NFIP SERVICING AGENT (CSC)</b>	<b>1-800-638-6620</b>	To become an NFIP Agent Questions about Group Flood Insurance Policy
<b>SPECIAL DIRECT FACILITY (SDF)</b>	<b>1-800-638-6620</b>	Severe Repetitive Loss
FEDERAL EMERGENCY MANAGEMENT AGENCY		CONTACT FOR:
<b>FEMA REGIONAL OFFICES</b>  <a href="http://www.fema.gov/about/regions/index.shtm">http://www.fema.gov/about/regions/index.shtm</a>		Technical Information Floodplain Management Information
<b>FEMA MAP ASSISTANCE CENTER</b> LOMC Clearinghouse 7390 Coca Cola Drive Suite 204 Hanover, MD 21076	<b>1-877-FEMA MAP</b> <b>(1-877-336-2627)</b>	Letter of Map Amendment/ Letter of Map Revision Zone Determination Review/ Appeal
<b>FEMA MAP SERVICE CENTER</b> P. O. Box 1038 Jessup, MD 20794-1038	<b>1-877-336-2627</b> <b>1-800-358-9620 fax</b> (8 a.m. - 8 p.m. Eastern)	Order Flood Insurance Rate Maps NFIP Agent's Flood Insurance Manual Community Status Books
<b>FEMA Publications Warehouse</b> 4440 Buckeystown Pike Frederick, MD 21704	<b>1-800-480-2520</b> <b>(240) 699-0525 fax</b>	NFIP Public Awareness Brochures Applications and other underwriting forms

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<b>HELPFUL WEBLINKS</b>	
<b>Adjuster Training Workshops</b>	<a href="http://www.nfipiservice.com/training">http://www.nfipiservice.com/training</a>
<b>Agent Training Workshops</b>	<a href="http://www.nfipiservice.com/training">http://www.nfipiservice.com/training</a>
<b>Community Status List</b>	<a href="http://www.fema.gov/fema/csb.shtm">http://www.fema.gov/fema/csb.shtm</a>
<b>FEMA Program Information</b>	<a href="http://www.fema.gov">http://www.fema.gov</a>
<b>Flood Insurance Manual</b>	<a href="http://www.fema.gov/business/nfip/manual.shtm">http://www.fema.gov/business/nfip/manual.shtm</a>
<b>Flood Smart Website</b>	<a href="http://www.floodsmart.gov">http://www.floodsmart.gov</a>
<b>Flood Smart Agent Website</b>	<a href="https://agents.floodsmart.gov">https://agents.floodsmart.gov</a>
<b>Flood Zone Determination Companies</b>	<a href="http://www.fema.gov/business/nfip/fzone1.shtm">http://www.fema.gov/business/nfip/fzone1.shtm</a>
<b>Lender Compliance Training Workshops</b>	<a href="http://www.nfipiservice.com/training">http://www.nfipiservice.com/training</a>
<b>Letters of Map Change</b>	<a href="http://www.fema.gov/hazard/map/lomc">http://www.fema.gov/hazard/map/lomc</a>
<b>Online FEMA Flood Maps and Flood Studies</b>	<a href="http://msc.fema.gov">http://msc.fema.gov</a>
<b>NFIP Program Information</b>	<a href="http://fema.gov/business/nfip">http://fema.gov/business/nfip</a>
<b>Two-Year PRP Eligibility Extension</b>	<a href="http://www.floodsmart.gov/prpextension">http://www.floodsmart.gov/prpextension</a>
<b>Write Your Own (WYO) Companies, List of</b>	<a href="http://www.fema.gov/business/nfip/wyo.shtm">http://www.fema.gov/business/nfip/wyo.shtm</a>
<b>WYO Program Bulletins &amp; Manuals</b>	<a href="http://www.nfipiservice.com/nfip_docs.html">http://www.nfipiservice.com/nfip_docs.html</a>

## FloodSmart Information

FEMA [National Flood Insurance Program](#)

FloodSmart.gov and Agents.FloodSmart.gov: Program Highlights



### FloodSmart.gov Summary

FloodSmart.gov is a consumer-facing web site primarily targeting homeowners who are either prospective or current flood insurance policyholders. The National Flood Insurance Program campaign, FloodSmart, continues to progress towards making flood insurance an essential part of the home ownership experience, much like homeowners insurance. FloodSmart's marketing communications goal is to influence the American public both to understand their flood risk and to take action to reduce the devastating consequences of flooding.

Despite its name, the National Flood Insurance Program does not sell flood insurance; only licensed insurance company agents do. Therefore, the primary call-to-action in all marketing communications drives the consumer to contact an agent for further information on purchasing flood insurance. With this as the backdrop, the consumer web site, FloodSmart.gov, serves to educate consumers on flood insurance and assist in the overall selling of flood insurance. The primary goal of FloodSmart.gov is to connect consumers with agents, creating an opportunity for the consumer to purchase flood insurance.

Consumers are able to take a **One-Step Flood Risk Profile** to determine their risk level and estimated premium, as well as **find a local and/or national agent** serving in their area. **Testimonial videos** are showcased to demonstrate the consequences of flooding and encourage viewers to purchase flood insurance. FloodSmart.gov also includes a **flood map section** which addresses what FIRMs are, what they mean for a consumer and the ability to **search any upcoming map changes in their area**. There are a number of interactive tools such as **The Cost of Flooding and Flood Scenarios** as well as **Toolkits** that help demonstrate risk and assist consumers in the process of purchasing flood insurance.

\*FloodSmart.gov Homepage

### Program Highlights on Agents.FloodSmart.gov

Agents.FloodSmart.gov offers agents a number of valuable tools and resources to help them reach out to their customers with important messages about flood insurance. On the site, you can find information about selling policies and the claims process, suggestions about how to build your own marketing plan, news and information about map changes and links to the on-line training site. The **NFIP Agent Co-Op and Referral Programs** provide agents with free leads and the advertising tools they need to help expand their flood insurance portfolios. Also available is a direct mail program, **Mail-On-Demand**, which provides agents with direct mail templates to meet their marketing needs.

# FloodSmart Information

## FEMA National Flood Insurance Program FloodSmart.gov and Agents.FloodSmart.gov: Program Highlights



Here's more about three important programs that can help agents sell more flood insurance:

### 1. THE AGENT ADVERTISING CO-OP PROGRAM:

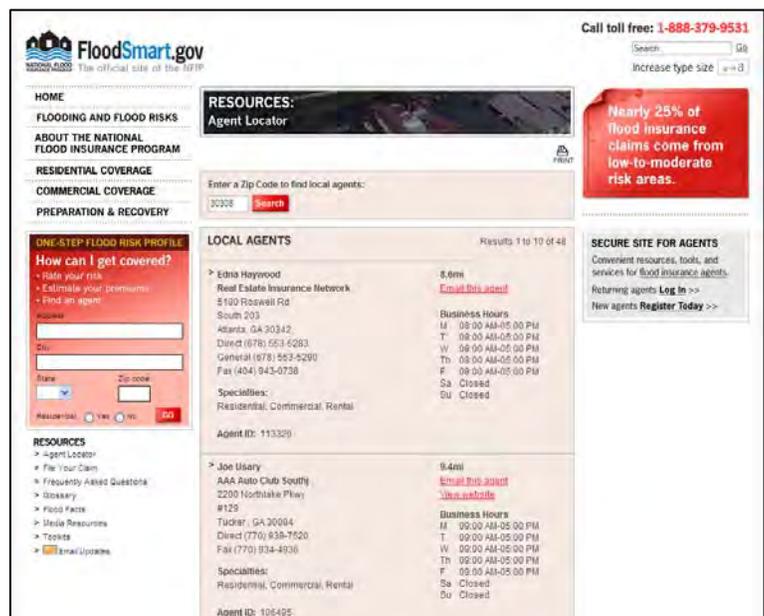
- **The Co-Op program helps agents:**
  - Increase their buying power through *media reimbursement – up to 75%*.
  - Develop an individualized marketing plan.
  - Link their efforts to the NFIP marketing campaign.
  - Interest and motivate customers.
  - Provide customers with agent contact information for flood protection.
  
- **Program Highlights**
  - No approvals needed for creative when using the templates provided.
  - Simple reimbursement process.
  - All Co-Op Program resources and guidelines are available online at Agents.FloodSmart.gov.
  
- **Types of Co-Op Ads**
  - Advertising made simple – that's what the Co-Op program is all about. Agents choose from different categories of flood messaging (e.g., general flood, PRP) and are reimbursed accordingly.
  - There are a variety of ad types to choose from including Yellow Pages, Magazine, Newspaper and Radio ads. Once you've selected your ad, you can usually download it and give it to your publication or radio station to customize it for you.



*\*Example Co-Op Advertisement*

### 2. AGENT REFERRAL PROGRAM:

The NFIP Agent Referral Program connects enrolled agents with free qualified leads. Through FloodSmart.gov and the NFIP Call Center, customers and prospective customers learn about flood insurance and estimating insurance costs. When they are ready to find an agent, we'll connect them to you through the Agent Referral Program. In a given year, over 700,000 agent listings are provided to consumers via FloodSmart.gov.



*\*Agent Referral List on FloodSmart.gov*

## FloodSmart Information

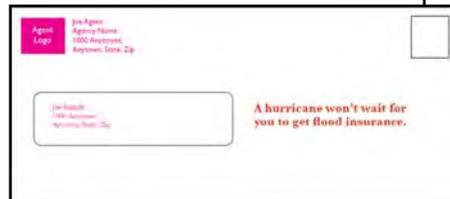
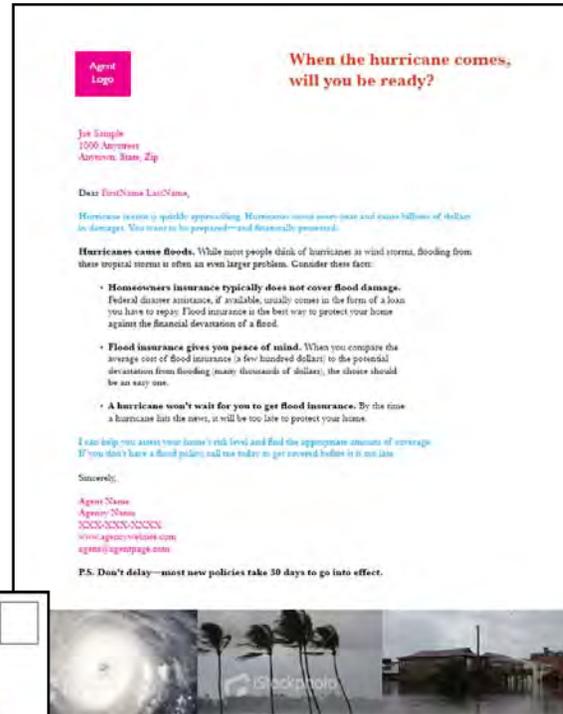


### FEMA National Flood Insurance Program FloodSmart.gov and Agents.FloodSmart.gov: Program Highlights

#### 3. MAIL-ON-DEMAND PROGRAM:

Agents registered on Agents.FloodSmart.gov now have access to a powerful suite of direct mail tools. Mail-On-Demand provides agents with pre-built direct mail templates, which allow you to reach out to your current or potential clients with ease. The templates are easy to use, diverse and can be adapted to meet an agency's specific needs covering such topics as hurricane risk, levee updates, map changes and cross-sell opportunities.

Once registered at Agents.FloodSmart.gov, click on the link to the Mail-On-Demand program. You will be redirected to the secure Mail-On-Demand site. Please note that your Agents.FloodSmart.gov registration information does not transfer, so you will need to register separately at this site.



*\*Mail-On-Demand Sample Letter*

#### AGENT TRAINING REQUIREMENTS (Applies to the Referral and Co-Op Programs only):

- To use the Co-Op and Referral Programs, all agents must complete a state-approved continuing education (CE) course for at least three hours on flood insurance within the past 24 months. This training can be done in a classroom setting or online.
- Once training is completed, the agent must submit a copy of the certificate to the FloodSmart Administrator. You can fax your certificate to 404-365-7333 or email it to training@agents-floodsmart.com.
- Once the initial training requirement has been met, all agents are required to update their training once every two (2) years to continue to participate in these two programs.
- For more information about training requirements and benefits, visit Agents.FloodSmart.gov.

Get started with the Mail-On-Demand, Co-Op and Referral Programs today and start increasing your flood insurance sales!



