GENERAL RULES

I. COMMUNITY ELIGIBILITY

A. Participating (Eligible) Communities

Flood insurance may be written only in those communities that have been designated as participating in the National Flood Insurance Program (NFIP) by the Federal Emergency Management Agency (FEMA).

B. Emergency Program

The Emergency Program is the initial phase of a community's participation in the NFIP. Limited amounts of coverage are available.

C. Regular Program

The Regular Program is the final phase of a community's participation in the NFIP. In this phase, a Flood Insurance Rate Map is in effect and full limits of coverage are available.

D. Maps

Maps of participating communities indicate the degree of flood hazard so that actuarial premium rates can be assigned for insurance coverage on properties at risk. Additional information is provided in the Flood Maps section of this manual.

1. Flood Hazard Boundary Map (FHBM) – Usually the initial map of a community. Some communities entering the Regular Program will continue to use FHBMs renamed a Flood Insurance Rate Map (FIRM), if there is a minimum flood hazard.
2. Flood Insurance Rate Map (FIRM) – The official map of the community containing detailed actuarial risk premium zones.
3. Rescission – Participating communities in the Emergency Program remain in the Emergency Program if an FHBM is rescinded.

E. Probation

Probation, imposed by the FEMA Regional Director, occurs as a result of noncompliance with NFIP floodplain management criteria. A community is placed on probation for 1 year (may be extended), during which time a $50 surcharge is applied to all NFIP policies, including the Preferred Risk Policy (PRP), issued on or after the Probation Surcharge effective date. Probation is terminated if deficiencies are corrected. However, if a community does not take remedial or corrective measures while on probation, it can be suspended.

F. Suspension

Flood insurance may not be sold or renewed in communities that are suspended from the NFIP. When a community is suspended, coverage remains in effect until expiration. These policies cannot be renewed.

G. Non-Participating (Ineligible) Communities

When FEMA provides a non-participating community with an FHBM or a FIRM delineating its floodprone areas, the community is allowed 1 year in which to join the NFIP. If the community chooses not to participate in the NFIP, flood insurance is not available.

H. Coastal Barrier Resources Act

Flood insurance may not be available for buildings and/or contents located in coastal barriers or otherwise protected areas. See the Coastal Barrier Resources System section for additional information.

I. Federal Land

Buildings and/or contents located on land owned by the Federal Government are eligible for flood insurance if the Federal agency having control of the land has met floodplain management requirements. All Federal land is recorded under the local community number even if that local community does not have jurisdiction.

Certain buildings on Leased Federal Property must be actuarially rated. This includes buildings that the Administrator determines are located on the river-facing side of any dike, levee, or other riverine flood-control structure, or seaward of any seawall or other coastal flood-control structure. See the Leased Federal Property section for additional information.

II. POLICIES AND PRODUCTS AVAILABLE

A. Standard Flood Insurance Policy

The Standard Flood Insurance Policy (SFIP) consists of the Dwelling Form, the General Property Form, and the Residential Condominium Building Association Policy (RCBAP) Form. The 3 SFIP forms are reproduced in the Policy section of this manual.

The table on the next page shows how agents can use the 3 SFIP forms to insure a variety of residential and non-residential building and contents risks.

Matching Standard Flood Insurance Policy Forms with Specific Risks

SFIP FORM	ELIGIBILITY
Dwelling Form Issued to homeowner, residential renter, or owner of residential building containing 1 to 4 units.	In NFIP Regular Program community or Emergency Program community, provides building and/or contents coverage for: • Single-family, non-condominium residence with incidental occupancy limited to less than 50% of the total floor area; • 2–4 family, non-condominium building with incidental occupancy limited to less than 25% of the total floor area; • Dwelling unit in residential condominium building; • Residential townhouse/rowhouse; • Personal contents in a non-residential building.
General Property Form Issued to owner of **residential** building with 5 or more units.	In NFIP Regular Program community or Emergency Program community, provides building and/or contents coverage for these and similar "other residential" risks: • Apartment building; • Residential cooperative building; • Dormitory; • Assisted-living facility; • Hotels, motels, tourist homes, and rooming houses that have more than 4 units where the normal guest occupancy is 6 months or more.
Issued to owner or lessee of **non-residential** building or unit.	In NFIP Regular Program community or Emergency Program community, provides building coverage and/or contents coverage for these and similar non-residential risks: • Hotel or motel with normal guest occupancy of less than 6 months; • Licensed bed-and-breakfast inn; • Retail shop, restaurant, or other business; • Mercantile building; • Grain bin, silo, or other farm building; • Agricultural or industrial processing facility; • Factory; • Warehouse; • Poolhouse, clubhouse, or other recreational building; • House of worship; • School; • Nursing home; • Non-residential condominium; • Condominium building with less than 75% of its total floor area in residential use; • Detached garage; • Tool shed; • Stock, inventory, or other commercial contents.
Residential Condominium Building Association Policy (RCBAP) Issued to residential condominium association on behalf of association and unit owners.	In NFIP Regular Program community only, provides building coverage and, if desired, coverage of commonly owned contents for residential condominium building with 75% or more of its total floor area in residential use.

B. Insurance Products

1. Preferred Risk Policy (PRP)

   The PRP is available in moderate-risk flood zones B, C, and X. Formerly, only single-family and 2- to 4-family dwellings were eligible for coverage. Other residential and non-residential buildings became eligible for coverage effective May 1, 2004. Expanded coverage options for residential and non-residential buildings became effective May 1, 2008. Information about coverage options and eligibility requirements for the PRP is provided in the PRP section of this manual.

2. Mortgage Portfolio Protection Program (MPPP)

   The Mortgage Portfolio Protection Program (MPPP) offers a force-placed policy available only through a Write Your Own (WYO) Company. Additional information is provided in the MPPP section of this manual.

3. Scheduled Building Policy

   The Scheduled Building Policy is available to cover 2 to 10 buildings. The policy requires a specific amount of insurance to be designated for each building. To qualify, all buildings must have the same ownership and the same location. The properties on which the buildings are located must be contiguous.

4. Group Flood Insurance

   Group Flood Insurance is issued under the NFIP Direct Program in response to a Presidential disaster declaration. Disaster assistance applicants, in exchange for a modest premium, receive a minimum amount of building and/or contents coverage for a 3-year policy period. The Group Flood Insurance Policy cannot be canceled. However, an applicant may purchase a regular SFIP through the NFIP. When this is done, the group flood certificate for the property owner is void, and premium will not be refunded.

III. BUILDING PROPERTY ELIGIBILITY

A. Eligible Buildings

Insurance may be written only on a structure with 2 or more outside rigid walls and a fully secured roof that is affixed to a permanent site. Buildings must resist flotation, collapse, and lateral movement. At least 51 percent of the Actual Cash Value (ACV) of buildings, including machinery and equipment, which are a part of the buildings, must be above ground level, unless the lowest level is at or above the Base Flood Elevation (BFE) and is below ground by reason of earth having been used as insulation material in conjunction with energy-efficient building techniques.

1. Appurtenant Structures

   The only appurtenant structure covered by the SFIP is a detached garage at the described location, which is covered under the Dwelling Form. Coverage is limited to no more than 10 percent of the limit of liability on the dwelling. Use of this insurance is at the policyholder's option but reduces the building limit of liability.

   Appurtenant structure coverage does not apply to any detached garage used or held for use for residential (dwelling), business, or farming purposes.

2. Manufactured (Mobile) Homes/Travel Trailers

   Eligible buildings also include:

   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 1 or more sections, and affixed to a permanent foundation); *and*

   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.

   NOTE: All references in this manual to manufactured (mobile) homes include travel trailers without wheels.

   a. Manufactured (Mobile) Homes – New Policies Effective on or after October 1, 1982

      To be insurable under the NFIP, a mobile home:

      - Must be affixed to a permanent foundation. A permanent foundation for a manufactured (mobile) home may be poured masonry slab or foundation walls, or may be piers or block supports, either of which support the mobile home so that no weight is supported by the wheels and axles of the mobile home.

      - Must be anchored if located in a Special Flood Hazard Area (SFHA). For flood insurance coverage, all new policies and subsequent renewals of those policies must be based upon the specific anchoring requirements identified below:

        A manufactured (mobile) home located within an SFHA must be anchored to a permanent foundation to resist flotation, collapse, or lateral movement by providing over-the-top or frame ties to ground anchors; or in accordance with manufacturer's specifications; or in compliance with the community's floodplain management requirements.

b. Manufactured (Mobile) Homes – Continuously Insured Since September 30, 1982

All manufactured (mobile) homes on a foundation continuously insured since September 30, 1982, can be renewed under the previously existing requirements if affixed to a permanent foundation.

Manufactured (mobile) homes in compliance with the foundation and anchoring requirements at the time of placement may continue to be renewed under these requirements even though the requirements are more stringent at a later date.

To be adequately anchored, the manufactured (mobile) home is attached to the foundation support system, which in turn is established (stabilized) into the ground, sufficiently to resist flotation, collapse, and lateral movement caused by flood forces, including wind forces in coastal areas.

3. Silos and Grain Storage Buildings

4. Cisterns

5. Buildings Entirely Over Water – Constructed or Substantially Improved Before October 1, 1982

Follow Submit-for-Rate procedures in the Rating section for insurance on Post-FIRM buildings located entirely in, on, or over water or seaward of mean high tide. Pre-FIRM buildings constructed before October 1, 1982, are eligible for normal Pre-FIRM rates.

If the building was constructed or substantially improved on or after October 1, 1982, the building is ineligible for coverage.

Exception: If a building was originally constructed on land or partially over water, and later becomes entirely over water because of erosion, it is eligible for coverage only if the building has had continuous coverage:

- from the period beginning at least 1 year prior to the building being located entirely over water, regardless of any changes in the ownership of the building, or
- from the date of construction if less than 1 year.

Acceptable documentation of a building's continued eligibility for coverage must include the following:

- A letter from the community official stating that the building originally was constructed on land or only partially over water; and
- Photographs of the building over land, if available; and
- The approximate date when the building became located entirely over water; and
- Proof of continuous flood insurance coverage from the period beginning 1 year prior to the building being located entirely over water, or from the date of construction if less than 1 year.

6. Buildings Partially Over Water

Follow Submit-for-Rate procedures in the Rating section for buildings partially over water. However, Pre-FIRM buildings are eligible for normal Pre-FIRM rates.

7. Boathouses Located Partially Over Water

The non-boathouse parts of a building into which boats are floated are eligible for coverage if the building is partly over land and also used for residential, commercial, or municipal purposes and is eligible for flood coverage. The area above the boathouse used for purposes unrelated to the boathouse use (e.g., residential occupancy) is insurable from the floor joists to the roof, including walls. A common wall between the boathouse area and the other part of the building is insurable. The following items are not covered:

a. The ceiling and roof over the boathouse portions of the building into which boats are floated.
b. Floors, walkways, decking, etc., within the boathouse area, or outside the area, but pertaining to boathouse use.
c. Exterior walls and doors of the boathouse area not common to the rest of the building.
d. Interior walls and coverings within the boathouse area.
e. Contents located within the boathouse area, including furnishings and equipment, relating to the operation and storage of boats and other boathouse uses.

The Flood Insurance Application form with photographs, but without premium, must be submitted to the NFIP for premium determination. No coverage becomes effective until the NFIP approves the insurance application, determines the rate, and receives the premium. However, buildings constructed prior to October 1, 1982, may continue to be rated using the published rate.

8. Buildings in the Course of Construction

   The NFIP rules allow the issuance of an SFIP to cover a building in the course of construction before the building is walled and roofed. These rules provide lenders an option to require flood insurance coverage at the time that the development loan is made to comply with the mandatory purchase requirement outlined in the Flood Disaster Protection Act of 1973, as amended. The policy is issued and rated based on the construction designs and intended use of the building.

   Buildings in the course of construction that have yet to be walled and roofed are eligible for coverage except when construction has been halted for more than 90 days and/or if the lowest floor used for rating purposes is below the BFE. Materials or supplies intended for use in such construction, alteration, or repair are not insurable unless they are contained within an enclosed building on the premises or adjacent to the premises.

   To determine the eligibility of a residential condominium building under construction, see the Condominiums section of this manual.

9. Severe Repetitive Loss Properties

   These must be processed by the NFIP Special Direct Facility. See the Severe Repetitive Loss section of this manual for information.

B. Single Building

To qualify as a single-building structure and be subject to the single-building limits of coverage, a building must be separated from other buildings by intervening clear space or solid, vertical, load-bearing division walls.

A building separated into divisions by solid, vertical, load-bearing walls from its lowest level to its highest ceiling may have each division insured as a separate building. A solid load-bearing interior wall cannot have any openings and must not provide access from 1 building or room into another (partial walls). However, if access is available through a doorway or opening, then the structure must be insured as 1 building unless the building is self-contained; it is a separately titled building contiguous to the ground; it has a separate legal description; and it is regarded as a separate property for other real estate purposes, meaning that it has most of its own utilities and may be deeded, conveyed, and taxed separately.

Additions and Extensions

The NFIP insures 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 the insured's 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.

C. Walls

1. Breakaway Walls

   For an enclosure's wall to qualify as breakaway, it must meet *all* of the following criteria:

   a. Above ground level; *and*
   b. Below the elevated floor of an elevated structure; *and*
   c. Non-structurally supporting (non-load-bearing walls); *and*
   d. Designed to fail under certain wave force conditions; *and*
   e. Designed so that, as a result of failure, it causes no damage to the elevated portions of the elevated building and/or its supporting foundation system.

2. Shear Walls

   Shear walls are used for structural support, but are not structurally joined or enclosed at the ends (except by breakaway walls). Shear walls are parallel (or nearly parallel) to the flow of the water and can be used in any zone.

3. Solid Perimeter Foundation Walls

   Solid perimeter foundation walls are used as a means of elevating the building in A Zones and must contain proper openings to allow for the unimpeded flow of floodwaters more than 1 foot deep.

   Solid perimeter foundation walls are not an acceptable means of elevating buildings in V/VE Zones.

D. Determination of Building Occupancy

The following terms should be used to determine the appropriate occupancy classification:

1. Single-Family Dwellings

   These are buildings used primarily as a dwelling place for 1 family, or a single-family dwelling unit in a condominium building. Residential single-family dwellings are permitted incidental occupancies (e.g., offices, private schools, studios, and small service operations) if such occupancies are limited to less than 50 percent of the building's total floor area.

2. 2–4 Family Dwellings

   These are non-condominium residential buildings designed for principal use as a dwelling place of 2 to 4 families. Residential buildings, excluding hotels and motels with normal room rentals for less than 6 months and containing no more than 4 dwelling units, are permitted incidental occupancies (see D.1 above). The total area of incidental occupancy is limited to less than 25 percent of the total floor area within the building.

3. Other Residential Buildings

   These include apartment buildings as well as hotels, motels, tourist homes, and rooming houses that have more than 4 units where the normal occupancy of a guest is 6 months or more. These buildings are permitted incidental occupancies (see D.1 above). The total area of incidental occupancy is limited to less than 25 percent of the total floor area within the building. Examples of other residential buildings include dormitories and assisted-living facilities.

4. Non-Residential Buildings

   This category includes, but is not limited to, small businesses, churches, schools, farm buildings (including grain bins and silos), garages, poolhouses, clubhouses, recreational buildings, mercantile buildings, agricultural buildings, industrial buildings, warehouses, nursing homes, licensed bed and breakfasts, and hotels and motels with normal room rentals for less than 6 months.

IV. CONTENTS ELIGIBILITY

A. Eligible Contents

Contents must be located in a fully enclosed building. However, under the Dwelling Form, in a building that is not fully enclosed, contents must be secured to prevent flotation out of the building.

B. Vehicles and Equipment

The NFIP covers self-propelled vehicles or machines, provided they are not licensed for use on public roads and are:

1. Used mainly to service the described location; or
2. Designed and used to assist handicapped persons; while the vehicles or machines are inside a building at the described location.

C. Silos, Grain Storage Buildings, and Cisterns

Contents located in silos, grain storage buildings, and cisterns are insurable.

D. Commercial Contents Coverage

Commercial contents in a residential property must be insured on the General Property Form.

V. EXAMPLES OF ELIGIBLE RISKS

Examples of eligible risks are provided below.

A. Building Coverage

1. Cooperative Building – Entire Building in Name of Cooperative (General Property Form)

   Cooperative buildings where at least 75 percent of the area of the building is used for residential purposes are considered as residential occupancies, and can be insured for a maximum building coverage of $250,000 in a Regular Program community under the General Property Form. Since they are *not* in the condominium form of ownership, they cannot be insured under the RCBAP.

2. Timeshare Building – Entire Building in Name of Corporation (General Property Form)

   Timeshare buildings *not* in the condominium form of ownership where at least 75 percent of the area of the building is used for residential purposes are considered as residential occupancies under the NFIP, and can be insured for a maximum building coverage of $250,000 under the General Property Form.

   Timeshare buildings in the *condominium* form of ownership are eligible for coverage and must be insured under the RCBAP. These buildings are subject to the same eligibility, rating, and coverage requirements as other condominiums, including the requirement that 75 percent of the area of the building be used for residential purposes.

B. Contents Coverage

Parts and equipment as open stock – not part of specific vehicle or motorized equipment – are eligible for coverage.

C. Condominiums

Refer to the Condominiums section.

VI. INELIGIBLE PROPERTY

A. Buildings

Coverage may not be available for buildings that are constructed or altered in such a way as to place them in violation of state or local floodplain management laws, regulations, or ordinances. Contents and personal property contained in these buildings are ineligible for coverage.

For example, section 1316 of the National Flood Insurance Act of 1968 allows states to declare a structure to be in violation of a law, regulation, or ordinance. **Flood insurance is not available for properties that are placed on the 1316 Property List.** Insurance availability is restored once the violation is corrected and the 1316 Declaration has been rescinded.

B. Container-Type Buildings

Gas and liquid tanks, chemical or reactor container tanks or enclosures, brick kilns, and similar units, and their contents are ineligible for coverage.

C. Buildings Entirely Over Water

Buildings newly constructed or substantially improved on or after October 1, 1982, and located entirely in, on, or over water or seaward of mean high tide are ineligible for coverage.

D. Buildings Partially Underground

If 50 percent or more of the building's ACV, including the machinery and equipment, which are part of the building, is below ground level, the building or units and their contents are ineligible for coverage unless the lowest level is at or above the BFE and is below ground by reason of earth having been used as insulation material in conjunction with energy-efficient building techniques.

E. Basement/Elevated Building Enclosures

Certain specific property in basements and under elevated floors of buildings is excluded from coverage. See the SFIP for specific information.

VII. EXAMPLES OF INELIGIBLE RISKS

Some specific examples of ineligible risks are provided below. See the policy for a definitive listing of property not covered.

A. Building Coverage

1. Boat Repair Dock
2. Boat Storage Over Water
3. Boathouses (exceptions on page GR 4)
4. Camper
5. Cooperative Unit within Cooperative Building
6. Decks (except for steps and landing; maximum landing area of 16 sq. ft.)
7. Drive-In Bank Teller Unit (located outside walls of building)
8. Fuel Pump
9. Gazebo (unless it qualifies as a building)
10. Greenhouse (unless it has at least 2 rigid walls and a roof)
11. Hot Tub or Spa (unless it is installed as a bathroom fixture)
12. Open Stadium
13. Pavilion (unless it qualifies as a building)
14. Pole Barn (unless it qualifies as a building)
15. Pumping Station (unless it qualifies as a building)
16. Storage Tank – Gasoline, Water, Chemicals, Sugar, etc.
17. Swimming Pool Bubble
18. Swimming Pool (indoor or outdoor)
19. Tennis Bubble
20. Tent
21. Timeshare Unit within Multi-Unit Building
22. Travel Trailer (unless converted to a permanent on-site building meeting the community's floodplain management permit requirements)
23. Water Treatment Plant (unless 51 percent of its ACV is above ground)

B. Contents Coverage

1. Automobiles – Including Dealer's Stock (assembled or not)
2. Bailee's Customer Goods – Including garment contractors, cleaners, shoe repair shops, processors of goods belonging to others, and similar risks
3. Contents Located in a Structure Not Eligible for Building Coverage
4. Contents Located in a Building Not Fully Walled and/or Contents Not Secured Against Flotation
5. Motorcycles – Including Dealer's Stock (assembled or not)
6. Motorized Equipment – Including Dealer's Stock (assembled or not)

C. Non-Residential Condominium Unit

The owner of a non-residential condominium unit cannot purchase building coverage under a unit owner's policy. The association can purchase a condominium association policy to cover the entire building. Contents-only coverage may be purchased by the unit owner.

VIII. POLICY EFFECTIVE DATE

There is a standard 30-day waiting period for new applications and for endorsements to increase coverage, with some exceptions as described in subsection C. Effective Date.

A. Receipt Date (in the determination of the effective date)

The effective date is determined based in part upon the receipt date as follows:

1. If the application or endorsement form and the premium payment are received by the insurer within 10 days from the date of application or endorsement request, or if mailed by certified mail within 4 days from the date of application or endorsement request, then the effective date will be calculated from the application or endorsement date. Use the application date or endorsement date plus 9 days to determine if the application or endorsement and premium payment were received within 10 days. When sent by certified mail, use the application date or endorsement date plus 3 days to determine if the application or endorsement and premium payment were mailed within 4 days.

2. If the application or endorsement form and the premium payment are received by the insurer after 10 days from the date of application or endorsement request, or are not mailed by certified mail within 4 days from the date of application or endorsement request, then the effective date will be calculated from the date the insurer receives the application or endorsement and premium payment.

As used in VIII.A.1. and 2. above, the term "certified mail" extends to not only the U.S. Postal Service, but also certain third-party delivery services. Acceptable third-party delivery services include Federal Express (FedEx), United Parcel Service (UPS), and courier services and the like that provide proof of mailing. Third-party delivery is acceptable if the delivery service provides documentation of the actual mailing date and delivery date to the insurer. Bear in mind that third-party delivery services deliver to street addresses but cannot deliver to U.S. Postal Service post office boxes.

B. Presentment of Premium Date Requirements for Loan Closing

FEMA requires the WYO Companies and the NFIP Servicing Agent to record the presentment of premium date, the closing date, and the premium payor (insured, lender, title company, settlement attorney, etc.).

Presentment of premium is defined as:

1. The date of the check or credit card payment by the applicant or the applicant's representative if the premium payment is not part of a loan closing.

2. The date of the closing, if the premium payment is part of a loan closing.

For a loan closing, premium payment from the escrow account (lender's check), title company, or settlement attorney is considered made at closing, if the premium is received by the writing company within 30 days of the closing date.

NOTE: An agency check may be used if settlement paperwork or a photocopy of the original check from the lender, title company, or settlement attorney is provided as documentation.

If the premium payment is not part of the closing, the closing date is the effective date only if the application date is on or before the closing and the Application and premium payment are received by the writing company within 10 days of the closing date.

C. Effective Date

1. New Policy – Standard 30-Day Waiting Period

   The effective date of a new policy will be 12:01 a.m., local time, on the 30th calendar day after the application date and the presentment of premium. (*Example*: a policy applied for on May 3 will become effective 12:01 a.m., local time, on June 2.) The rules provided in subsection A. Receipt Date must be used.

2. New Policy – No Waiting Period (Loan Transaction)

   Flood insurance that is initially purchased in connection with the making, increasing, extending, or renewal of a loan shall be effective at the time of loan closing, provided that the policy is applied for at or before closing. Use the rules below to determine the effective date.

   a. Premium payment from the escrow account (lender's check), title company, or settlement attorney is considered made at closing if the check is received by the writing company within 30 days of the closing date (closing date plus 29 days) and the Application is dated on or before the closing date. If received after 30 days, the effective date is the receipt date regardless of the flood zone.

b. If premium payment is from other than the escrow account (lender's check), title company, or settlement attorney, and the Application is dated on or before the loan closing date, the effective date is the closing date if the Application and premium are received within 10 days of the closing date (closing date plus 9 days). If received after 10 days, the effective date is the receipt date regardless of the flood zone.

(*Example*: presentment of premium and application date – April 3; refinancing – April 3 at 3:00 p.m.; policy effective date – April 3 at 3:00 p.m.)

If a loss occurs during the first 30 days of the policy period, the insurer must obtain documentation, such as settlement papers, to verify the effective date of the policy before adjusting the loss.

3. New Policy – No Waiting Period (in connection with lender requirement)

The 30-day waiting period does not apply when flood insurance is required as a result of a lender determining that a loan on a building in an SFHA that does not have flood insurance coverage should be protected by flood insurance. The coverage is effective upon the completion of an application and the presentment of premium. The rules provided in subsection A. Receipt Date must be used.

Buildings currently located in an SFHA but grandfathered to a non-SFHA for rating are eligible for this exception to the standard 30-day waiting period. This rule also applies to buildings in SFHAs that are eligible for coverage under the 2-year PRP Eligibility Extension. (See the PRP section.)

(*Example*: presentment of premium and application date – April 3; policy effective date – April 3.) If a loss occurs during the first 30 days of the policy period, the insurer must obtain a copy of the letter requiring mandatory purchase, to verify the effective date of the policy before adjusting the loss. The letter must be dated on or before the policy effective date.

4. New Policy – 1-Day Waiting Period (Map Revision)

Flood insurance initially purchased during the 13-month period beginning on the effective date of a map revision shall be effective 12:01 a.m., local time, the day after the date of application and the presentment of premium. The rules provided in subsection A. Receipt Date must be used.

The 1-day waiting period rule applies only where the FHBM or FIRM is revised to show the building to be in an SFHA when it had not been in an SFHA. (*Example*: FIRM revised – January 1, 2009; policy applied for and presentment of premium – August 3, 2009; policy effective date – August 4, 2009.) The 1-day waiting period rule applies for all buildings, including those owned by condominium associations.

If a loss occurs during the first 30 days of the policy period, the insurer must obtain documentation, such as a copy of the previous and current map or other documentation confirming the map revision or update, to verify the effective date of the policy before adjusting the loss.

The 1-day waiting period applies only to the initial purchase of flood insurance, which includes coverage already in effect on the map revision date. The 1-day waiting period rule does not apply to renewals or transfers of business effective after the initial purchase of flood insurance.

5. New Policy – No Waiting Period (in connection with the purchase of an RCBAP)

When a condominium association is purchasing an RCBAP, the 30-day waiting period does not apply if the condominium association is required to obtain flood insurance as part of the security for a loan under the name of the condominium association. The coverage is effective upon completion of an application and presentment of premium. The rules provided in subsection A. Receipt Date must be used unless the premium payment was made from the escrow account (lender's check), title company, or settlement attorney.

If a loss occurs during the first 30 days of the policy period, the insurer must obtain documentation, such as settlement papers, to verify the effective date of the policy before adjusting the loss.

6. New Policy (Submit-for-Rate submission)

With 3 exceptions (described below), the effective date of a new policy will be 12:01 a.m., local time, on the 30th calendar day after the presentment of premium.

The 3 exceptions are as follows.

a. There is no waiting period if the initial purchase of flood insurance on an Application requiring the Submit-for-Rate procedure is in connection with making, increasing, extending, or renewing a loan, provided that the policy is applied for and the presentment of premium is made at or prior to the loan closing. The rules provided in subsection A. Receipt Date must be used unless the premium payment was made from the escrow account (lender's check), title company, or settlement attorney.

If a loss occurs during the first 30 days of the policy period, the insurer must obtain documentation, such as settlement papers, to verify the effective date of the policy before adjusting the loss.

b. The 30-day waiting period does not apply when flood insurance is required as a result of a lender determining that a loan that does not have flood insurance coverage should be protected by flood insurance, because the building securing a loan is located in an SFHA. The coverage is effective upon the completion of an Application and the presentment of premium. This exemption from the 30-day waiting period applies only to loans in SFHAs, i.e., those loans for which the statute requires flood insurance. The rules provided in subsection A. Receipt Date must be used.

If a loss occurs during the first 30 days of the policy period, the insurer must obtain documentation, such as a copy of the letter requiring mandatory purchase, to verify the effective date of the policy before adjusting the loss.

c. During the 13-month period beginning on the effective date of a map revision, the effective date of a new policy shall be 12:01 a.m., local time, following the day after the date the increased amount of coverage is applied for and the presentment of additional premium is made. This rule applies only on an initial purchase of flood insurance where the FHBM or FIRM is revised to show the building to be in an SFHA when it had not been in an SFHA. The rules provided in subsection A. Receipt Date must be used.

If a loss occurs during the first 30 days of the policy period, the insurer must obtain documentation, such as a copy of the previous and current map or other documentation confirming the map revision or update, to verify the effective date of the policy before adjusting the loss.

7. New Policy (rewrite of a standard-rated policy to a PRP)

The 30-day waiting period does not apply when an insured decides to rewrite the existing policy at the time of renewal from a standard-rated policy to a PRP, provided that the selected PRP coverage limit amount is no higher than the next-highest PRP amount above that which was carried on the standard-rated policy using the highest of building and contents coverage. If the standard-rated policy has only contents coverage and is rewritten as a contents-only PRP, the 30-day waiting period does not apply.

When converting a standard-rated policy to a PRP, the 30-day waiting period will not apply if the standard-rated policy has only building coverage and is rewritten as a PRP that includes contents coverage.

In addition, if the structure is no longer eligible under the PRP or the insured decides to rewrite the existing PRP at renewal time to a standard-rated policy, the 30-day waiting period does not apply provided the coverage limit amount is no more than the previous PRP coverage amount or the next-higher PRP amount above that.

8. New Policy (contents only)

Unless the contents are part of the security for a loan, the 30-day waiting period applies to the purchase of contents-only coverage.

9. New Policy (documentation required)

The insurer may rely on an agent's representation on the Application that the loan exception applies unless there is a loss during the first 30 days of the policy period. In that case, the insurer must obtain documentation of the loan transaction, such as settlement papers, to verify the effective date of the policy before adjusting the loss.

10. New Policy (community's initial entry or conversion from Emergency to Regular Program)

Process according to rules 1 through 9 above and 11 through 13 below.

11. Endorsement – Standard 30-Day Waiting Period

The effective date for a new coverage or an increase in limits on a policy in force shall be 12:01 a.m., local time, on the 30th calendar day following the date of endorsement and the presentment of additional premium, or on such later date set by the insured to conform with the reason for the change. The rules provided in subsection A. Receipt Date must be used.

12. Endorsement – No Waiting Period (Loan Transaction)

The 30-day waiting period does not apply when the additional amount of flood insurance is required in connection with the making, increasing, extending, or renewing of a loan, such as a second mortgage, home equity loan, or refinancing. The increased amount of flood coverage shall be effective at the time of loan closing, provided that the increased amount of coverage is applied for at or before closing. The rules provided in subsection A. Receipt Date must be used.

The insurer may rely on an agent's representation on the endorsement that the loan exception applies unless there is a loss during the first 30 days after the endorsement effective date. In that case, the insurer must obtain documentation of the loan transaction, such as settlement papers, before adjusting the loss.

13. Endorsement – 1-Day Waiting Period (Map Revision)

    The first increase in coverage requested during the 13-month period beginning on the effective date of a map revision shall be effective 12:01 a.m., local time, the day after the endorsement date and presentment of the additional premium. This rule applies only where the FHBM or FIRM is revised to show the building to be in an SFHA when it had not been in an SFHA. The rules provided in subsection A. Receipt Date must be used.

14. Renewal with Inflation Increase Option

    The 30-day waiting period does not apply when an additional amount of insurance is requested at renewal time that is no more than the amount of increase recommended by the insurer on the renewal bill to keep pace with inflation.

    If a revised renewal offer results from an endorsement that increases coverage more than the previously offered inflation increase option and becomes effective at least 30 days before renewal, the revised limits will apply at policy renewal. The revised renewal offer must be generated at least 30 days before the policy renewal in order for these revised limits to take effect at renewal.

    In either situation, the increased amount of coverage will be effective at 12:01 a.m. on the date of policy renewal provided the premium for the increased coverage is received before the expiration of the grace period.

15. Renewal with Higher PRP Limits

    The 30-day waiting period does not apply to a renewal offer to the insured for the next-higher limits available under the PRP.

16. Renewal with Deductible Reduction

    The 30-day waiting period does not apply to a reduction of the deductible effective as of the renewal date.

IX. COVERAGE

A. Limits of Coverage

Coverage may be purchased subject to the limits available under the Program phase in which the community is participating. Duplicate policies are not allowed. See the Rating section for additional information regarding coverage limits.

B. Deductibles

Deductibles apply separately to building coverage and to contents coverage. See the Rating section for deductible options and factors.

C. Coverage D – Increased Cost of Compliance (ICC) Coverage

The ICC limit of liability is $30,000. The SFIP pays for complying 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 the insured structure. Eligible floodproofing activities are limited to non-residential structures and residential structures with basements that satisfy FEMA's standards published in the Code of Federal Regulations [44 CFR 60.6 (b) or (c)].

ICC coverage is mandatory for all SFIPs, except that coverage is not available for:

1. Policies issued or renewed in the Emergency Program.
2. Condominium units, including townhouse/rowhouse condominium units. (The condominium association is responsible for complying with mitigation requirements.)
3. Group Flood Insurance Policies.
4. Appurtenant structures, unless covered by a separate policy.

ICC coverage contains exclusions in addition to those highlighted here. See the policy for a list of exclusions.

To be eligible for claim payment under ICC, a structure must:

- Be a repetitive loss structure as defined, for which the NFIP paid a previous qualifying claim, in addition to the current claim. 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*

- Be a structure that has sustained substantial flood damage. The state or community must have a substantial damage provision in its floodplain management law or ordinance being enforced against the structure.

The ICC premium is not eligible for the deductible discount. First calculate the deductible discount, then add in the ICC premium for each policy year.

D. Reduction of Coverage Limits or Reformation

In the event that the premium payment received is not sufficient to purchase the amounts of insurance requested, the policy shall be deemed to provide only such insurance as can be purchased for the entire term of the policy for the amount of premium received.

With 2 exceptions, where the discovery of insufficient premium or incomplete rating information is discovered after a loss, the complete provisions for reduction of coverage limits or reformation are described in:

- Dwelling Form, section VII, paragraph G.
- General Property Form, section VII, paragraph G.
- Residential Condominium Building Association Policy (RCBAP), section VIII, paragraph G.

The property must be insured using the correct SFIP form in order for these 2 exceptions to apply.

The 2 exceptions are following and apply only when after a loss it is discovered that the premium is insufficient to provide the coverage requested, or there is critical rating information missing that is necessary to properly rate the policy:

1. Any additional premium due will be calculated prospectively from the date of discovery; *and*
2. The automatic reduction in policy limits is effective the date of discovery.

This will provide policyholders with the originally requested limits at the time of a claim arising before the date of discovery without paying any additional premium. Policyholders will then have 30 days to pay the additional premium that is due for the remainder of the policy term, to restore the originally requested limits without a waiting period. If additional information is needed, policyholders will have 60 days to obtain the additional information, and then 30 days to pay the additional premium due for the remainder of the term, to restore the originally requested limits without a waiting period.

In addition, payment of the claim will not be delayed because of additional information needed to calculate the correct payment.

If a claim occurs after the notice requesting additional information or additional premium due is sent to the policyholder, that claim cannot be processed with the originally requested amount of coverage limits until the information, if required, and the premium are received by the company within the required time.

However, all claim payments will be based on the coverage limits provided in accordance with the correct flood zone for the building location and not on the zone shown on the flood policy if it is in error.

For example, if a policy for a Post-FIRM, elevated building is written incorrectly in a non-SFHA (e.g., Zone X), and at the time of the loss the property is determined to be located in an SFHA (e.g., Zone AE), then the claim is paid in accordance with the coverage limitations applicable to the SFHA.

NOTE: When coverage is issued using an incorrect SFIP form, the policy is void and the coverage must be written under the correct form. The provisions of the correct SFIP form apply. The coverage limits must be reformed according to the provisions of the correct SFIP form and cannot exceed the coverage limits originally issued under the incorrect policy.

E. Loss Assessments

The Dwelling Form provides limited coverage for loss assessments against condominium unit owners for flood damage to common areas of any building owned by the condominium association. The RCBAP and General Property Forms do not provide assessment coverage. The Dwelling Form provides assessment coverage only under the circumstances, and to the extents, described below.

1. No RCBAP
   a. If the unit owner purchases building coverage under the Dwelling Form and there is no RCBAP, the Dwelling Form responds to a loss assessment against the unit owner for damages to common areas, up to the building coverage limit under the Dwelling Form.
   b. If there is damage to building elements of the unit as well, the building coverage limit under the Dwelling Form may not be exceeded by the combined settlement of unit building damages, which would apply first, and the loss assessment.
2. RCBAP Insured to at Least 80 Percent of the Building Replacement Cost
   a. If the unit owner purchases building coverage under the Dwelling Form and there is an RCBAP insured to at least 80 percent of the building replacement cost at the time of loss, the loss

assessment coverage under the Dwelling Form will pay that part of a loss that exceeds 80 percent of the association's building replacement cost.

b. The loss assessment coverage under the Dwelling Form will not cover the association's policy deductible purchased by the condominium association.

c. If there is damage to building elements of the unit as well, the Dwelling Form pays to repair unit building elements after the RCBAP limits that apply to the unit have been exhausted. The coverage combination cannot exceed the maximum coverage limits available for a single-family dwelling.

3. RCBAP Insured to Less Than 80 Percent of the Building Replacement Cost

a. If the unit owner purchases building coverage under the Dwelling Form and there is an RCBAP insured to less than 80 percent of the building replacement cost at the time of loss, the loss assessment coverage cannot be used to reimburse the association for its co-insurance penalty.

b. The covered damages to the condominium association building must be greater than 80 percent of the building replacement cost at the time of loss before the loss assessment coverage becomes available under the Dwelling Form. Covered repairs to the unit, if applicable, would have priority over loss assessments.

For more information on this topic, see "E. Assessment Coverage" in the Condominiums section and Section III. C. 3. of the Dwelling Form, "Condominium Loss Assessments," in the Policy section.

F. Improvements and Betterments and Tenant's Coverage

Under the Dwelling Form and General Property Form, coverage for improvements and betterments is provided for tenants who have purchased personal property coverage. The maximum amount payable for this coverage, which applies to fixtures, alterations, installations, or additions made or acquired solely at the tenant's expense and comprising part of an insured building, is 10 percent of the personal property limit of liability shown on the declarations page. Use of improvements and betterments coverage reduces the amount of insurance available for personal property.

A tenant may purchase higher limits of coverage for improvements and betterments under the building coverage if the lease agreement with the building owner:

1. Requires that the tenant purchase insurance coverage for the tenant's improvements and betterments that are made or acquired; *and*

2. States that the tenant is responsible for the repair of the building and/or improvements and betterments that become damaged.

Duplicate coverage is not permitted under the NFIP, so only 1 policy can be issued for building coverage, and the amount of building coverage cannot exceed the maximum allowable under the Act. The policy may be issued either in the name of the building owner or in the names of the building owner and the tenant.

X. SPECIAL RATING SITUATIONS

A. Tentative Rates

Tentative rates are applied when agents/producers are unable to provide all required underwriting information necessary to rate the policy. Tentatively rated policies cannot be endorsed to increase coverage limits or renewed for another policy term until required actuarial rating information and full premium payment are received by the insurer. If a loss occurs on a tentatively rated policy, the loss payment will be limited by the amount of coverage that the premium initially submitted will purchase (using the correct actuarial rating information), and not the amount requested by application. For more information, see the Tentative Rates subsection in the Rating section.

B. Submit-for-Rate

Some risks, because of their unique underwriting characteristics, cannot be rated using this manual and must be submitted to the insurer. The insurer must obtain all information necessary to properly rate and issue the policy. Policies for Submit-for-Rate risks are re-rated annually. For additional information, see the Submit-for-Rate subsection in the Rating section.

Pre-FIRM risks may not be rated using the Submit-for-Rate procedures except for buildings with subgrade crawlspaces as described in the Rating section.

The policy effective date for a Submit-for-Rate risk is determined based on the date of application and receipt of premium, in the same manner as all other policies. See New Policy (Submit-for-Rate submission) in the Effective Date subsection of this section for the applicable waiting period information.

C. Provisional Rates

Rules applicable to provisionally rated policies are provided in the Provisional Rating section of this manual.

D. Buildings in More Than One Flood Zone/BFE

Buildings, not the land, located in more than 1 flood zone/BFE must be rated using the more hazardous zone/BFE.

This condition applies even though the portion of the building located in the more hazardous flood risk zone/BFE may not be covered under the SFIP, such as a deck attached to a building. (*Example*: The building must be rated using the more hazardous flood risk zone/BFE if any portion of the attached deck foundation extends into the more hazardous flood risk zone/BFE. If the attached deck overhangs the more hazardous flood risk zone/BFE, but its foundation system does not extend into more hazardous flood risk zone/BFE, then the building must be rated using the flood risk zone/BFE where the building foundation is located.)

E. Different BFEs Reported

When the BFE shown on a Flood Zone Determination is different than that shown on the Elevation Certificate, and the zone and the map information (community number, panel number, and suffix) are the same on both documents, the BFE shown on the Elevation Certificate must be used to rate the policy. In all cases, the zone and BFE must be from the FIRM in effect on the application date or renewal effective date unless grandfathering.

F. Flood Zone Discrepancies

When presented with 2 different flood zones, use the more hazardous flood zone for rating unless the building qualifies for grandfathering (see XIV.D. in the Rating section). The map information (community number, panel number, and suffix) and BFE must come from the same source as the zone used to rate the policy.

NOTE: The NFIP rules allow the continued use of the flood zone and/or BFE that was in effect at the time of application or renewal even when a map revision that changes the zone and/or BFE occurs after the policy effective date.

XI. MISCELLANEOUS

A. Policy Term

The policy term available is 1 year for both NFIP Direct business policies and policies written through WYO Companies.

B. Application Submission

Flood insurance applications and premium payments must be made promptly to the insurer. The date of receipt of premium by the insurer is determined by either the date received at its office or the date of certified mail. In the context of submission of applications, endorsements, and premiums to the insurer, the term "certified mail" includes the U.S. Postal Service and certain third-party delivery services. For details, see subsection VIII.A. Receipt Date within this section.

Agents/producers are encouraged to submit flood insurance applications by certified mail. Certified mail ensures the earliest possible effective date if the application and premium are received by the insurer more than 10 days from the application date. The date of certification becomes the date of receipt by the insurer.

C. Delivery of the Policy

The policy contract must be sent to the insured on new business or when changes are made to the policy form. The policy declarations page must be sent to the insured, agent/producer, and, if applicable, lender.

D. Evidence of Insurance

A copy of the Flood Insurance Application and premium payment, or a copy of the declarations page, is sufficient evidence of proof of purchase for new policies. The NFIP does not recognize binders. However, the NFIP recognizes the Certificate of Property Insurance, Evidence of Insurance, and similar forms provided for renewal policies if the following information is included:

1. Policy Form/Type (GP, DP, RCBAP*, PRP)
2. Policy Term
3. Policy Number
4. Insured's Name and Mailing Address
5. Property Location
6. Current Flood Risk Zone
7. Rated Flood Risk Zone (zone used for rating, including when grandfathering or issuing coverage under the 2-year PRP Eligibility Extension)
8. Grandfathered: Y/N
9. Mortgagee Name and Address
10. Coverage Limits; Deductibles
11. Annual Premium

* For an RCBAP, include the number of units and Replacement Cost Value (RCV) of the building.

E. Assignment

A building owner's flood insurance building policy may be assigned to a purchaser of the insured building with the written consent of the seller.

Policies on buildings in the course of construction and policies insuring contents only may not be assigned.

F. Transfer of Business

The new insurer must collect all required underwriting information needed to verify the correct rating and issuance of the policy. A declarations page usually does not provide all the required underwriting information.

The new insurer may use the elevation information on the declarations page issued by the previous insurer only when the Lowest Floor Elevation (LFE) and BFE are provided. The elevation information on the previous declarations page must be validated when there is a discrepancy in the building description (e.g., the Application shows a basement or an enclosure and the declarations page does not, or the Application describes a non-elevated building and the declarations page describes an elevated building).

A PRP requires documentation of eligibility including verification of the flood zone.

An RCBAP requires all information needed to issue and rate the policy, including photos and RCV documentation.

When an agent/producer moves his or her book of business from 1 insurer to another, or when an insurer acquires another's book of business, photographs are not required. However, when transferring an individual policy, the photograph requirement applies.

G. Agents'/Producers' Commissions (Direct Business Only)

The earned commission may be paid only to property or casualty insurance agents/producers duly licensed by a state insurance regulatory authority. It shall not be less than $10 and is computed for both new and renewal policies as follows: Based on the Total Prepaid Amount (less the Federal Policy Fee) for the policy term, the commission will be 15 percent of the first $2,000 of annualized premium and 5 percent on the excess of $2,000.

Calculated commissions for mid-term endorsements and cancellation transactions will be based upon the same commission percentage that was paid at the policy term's inception.

Commissions for all Scheduled Building Policies are computed as though each policy were separately written.

For calculation of commission on an RCBAP, see the Condominiums section.

H. Contract Agent Rule

A "Contract Agent" is an employee of a WYO Company, or an agent/producer under written contract with a WYO Company, empowered to act on the company's behalf and with authority to advise an applicant for flood insurance that the company will accept the risk. The effective date for a policy written through a Contract Agent has a waiting period that begins on the agent's/producer's or employee's receipt of the premium and completion of the application.

An agent/producer under written contract to a WYO Company is not a Contract Agent if the WYO Company reserves the right to reject the risk.

To establish a Contract Agent relationship acceptable to the NFIP, the WYO Company must include the stipulations above in its written contract with the agent/producer or employee.