

# Appendix A: Policy

NFIP insurers may only use the Standard Flood Insurance Policy (SFIP)<sup>1</sup> established by FEMA in federal regulation to sell NFIP flood insurance policies. The SFIP defines the coverages, limitations, and exclusions for NFIP flood insurance policies and includes terms and conditions that are unique to the NFIP.

There are three policy forms:

- The Dwelling Form (see page A-3)
- The General Property Form (see page A-34)
- The Residential Condominium Building Association Policy (RCBAP) Form (see page A-62)

FEMA updated the SFIP forms in conformance with the requirements stipulated in the final rule FEMA published in July 2020, “Conforming Changes To Reflect the Biggert-Waters Flood Insurance Reform Act of 2012 (BW-12) and the Homeowners Flood Insurance Affordability Act of 2014 (HFIAA), and Additional Clarifications for Plain Language,” available on the *Federal Register*.<sup>2</sup>

**Note:** There are regulatory changes in the final rule and the majority of the changes are clarifications and changes that codify existing practice, policy or processes and improve readability and uniformity.

The effective date of the SFIPs is October 1, 2021.

See the Policy Forms heading in Section 2: Before You Start for guidance on when to use each form.

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<sup>1</sup> 44 CFR 61.13

<sup>2</sup> 85 Fed. Reg. 43946 (July 20, 2020)

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National Flood Insurance Program

# Dwelling Form

Standard Flood Insurance Policy

F-122 / October 2021



**FEMA**

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**ONLINE**

The NFIP Dwelling Form, SFIP FEMA Form 122, is available at  
<https://www.fema.gov/flood-insurance/find-form/underwriting>

FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE AND MITIGATION ADMINISTRATION  
Standard Flood Insurance Policy

# Dwelling Form

*Please read the policy carefully. The flood insurance provided is subject to limitations, restrictions, and exclusions.*

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## I. AGREEMENT

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A. This policy insures the following types of property only:

1. A one to four family residential building, not under a condominium form of ownership;
2. A single-family dwelling unit in a condominium building; and
3. Personal property in a building.

B. 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.

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

1. Have paid the full amount due (including applicable premiums, surcharges, and fees);
2. Comply with all terms and conditions of this policy; and
3. Have furnished accurate information and statements.

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

E. This policy insures only one building. If you own more than one building, coverage will apply to the single building specifically described in the Flood Insurance Application.

F. Subject to the exception in I.G below, multiple policies with building coverage cannot be issued to insure a single building to one insured or to different insureds, even if separate policies were issued through different NFIP insurers. Payment for damages may only be made under a single policy for building damages under Coverage A–Building Property.

G. A Dwelling Form policy with building coverage may be issued to a unit owner in a condominium building that is also insured under a Residential Condominium

Building Association Policy (RCBAP). **However, no more than \$250,000 may be paid in combined benefits for a single unit under the Dwelling Form policy and the RCBAP. We will only pay for damage once. Items of damage paid for under an RCBAP cannot also be claimed under the Dwelling Form policy.**

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## II. DEFINITIONS

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A. In this policy, "you" and "your" refer to the named insured(s) shown on the Declarations Page of this policy and the spouse of the named insured, if a resident of the same household. Insured(s) also 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.

B. 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 (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

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or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined in B.1.a above.

C. The following are the other key definitions 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.
4. **Base Flood.** A flood having a one percent chance of being equaled or exceeded in any given year.
5. **Basement.** Any area of a building, including any sunken room or sunken portion of a room, having its floor below ground level 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, 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, shipping container, or a recreational vehicle, park trailer, or other similar vehicle, except as described in C.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 one or more buildings 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 buildings in which the unit owners have use rights; where membership in the entity is a required condition of ownership.

10. **Condominium Building.** A type of building for which the form of ownership is one in which each unit owner has an undivided interest in common elements of the building.
11. **Declarations Page.** A computer-generated summary of information you provided in your 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.
12. **Deductible.** The amount of an insured loss that is your responsibility and that is incurred by you before any amounts are paid for the insured loss under this policy.
13. **Described Location.** The location where the insured building(s) or personal property are found. The described location is shown on the Declarations Page.
14. **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.
15. **Dwelling.** A building designed for use as a residence for no more than four families or a single-family unit in a condominium building.
16. **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.
17. **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 and the regulations prescribed pursuant to the Act.
18. **Federal Policy Fee.** A flat rate charge you must pay on each new or renewal policy to defray certain administrative expenses incurred in carrying out the National Flood Insurance Program.
19. **Improvements.** Fixtures, alterations, installations, or additions comprising a part of the dwelling or apartment in which you reside.
20. **Mudflow.** A river of liquid and flowing mud on the surface of normally dry land areas, as when earth is carried by a current of water. Other earth movements, such as landslide, slope failure, or

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- a saturated soil mass moving by liquidity down a slope, are not mudflows.
- 21. 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.
- 22. 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.
- 23. Pollutants.** Substances that include, but are not limited to, any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalies, chemicals, and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.
- 24. 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.
- 25. Principal Residence.** The dwelling in which you or your spouse have lived for at least 80 percent of:
- The 365 days immediately preceding the time of loss; or
  - The period of ownership of you or your spouse, if either you or your spouse owned the dwelling for less than 365 days immediately preceding the time of loss.
- 26. Probation Surcharge.** A flat charge you must pay on each new or renewal policy issued covering property in a community the NFIP has placed on probation under the provisions of 44 CFR 59.24.
- 27. 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 and the regulations prescribed pursuant to the Act.
- 28. Special Flood Hazard Area (SFHA).** 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.
- 29. Unit.** A single-family residential space you own in a condominium building.
- 30. 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 INSURED

#### A. Coverage A—Building Property

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

- 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.
- 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.

- 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.C.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.
6. A manufactured home or a travel trailer, as described in the II.C.6. 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.
7. The following items of property which are insured 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.

The lowest floor level is based on the bottom of the lowest horizontal structural member of the floor in Zones VE or V1-V30 or the top of the floor

### 8. Items of property 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 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.
2. Personal property is also insured for a period of 45 days at another location as set forth in III.C.2.b, Property Removed to Safety.
3. 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.
4. Coverage for personal property includes the following property, subject to B.1 above, which is insured 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.

**5. Coverage for items of property 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.
6. 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.
7. **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 insured 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.**
8. **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 semi-precious stones, or articles of gold, silver, or platinum;
  - d. Furs or any article containing fur that represents its principal value; *or*
  - e. Personal property used in any business.
- 9. 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 that is on or in insured property and debris of insured property 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 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.
        - (b) The value of work, at the Federal minimum wage, that you or a member of your household 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 building; or

- (b) A legally authorized official must issue an evacuation order or other civil order for the community in which the 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, 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.
- (3) Any property removed, including a moveable home described in II.6.b and c, must be placed above ground level or outside of the special flood hazard area.
- (4) This coverage does not increase the Coverage A or Coverage B limit of liability.

**3. Condominium Loss Assessments**

- a. Subject to III.C.3.b below, if this policy insures a condominium 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 because of direct physical loss by or from flood during the policy term, to the unit or to the common elements of the NFIP insured condominium building in which this unit is located.

**b. We will not pay any loss assessment:**

- (1) Charged against you 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) In which the total payment combined under all policies exceeds the maximum amount of coverage available under the Act for a single unit in a condominium building where the unit is insured under both a Dwelling Policy and a RCBAP; or**
- (5) On any item of damage that has already been paid under a RCBAP where a single unit in a condominium building is insured by both a Dwelling Policy and a RCBAP.**

- c. Condominium Loss Assessment coverage does not increase the Coverage A Limit of Liability and is subject to the maximum coverage limits available for a single-family dwelling under the Act, payable between all

policies issued and covering the unit, under the Act.

## 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 building suffering flood damage. Compliance activities eligible for payment are: elevation, floodproofing, relocation, or demolition (or any combination of these activities) of your building. Eligible floodproofing activities are limited to:

- a. Non-residential buildings.
- b. Residential buildings 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 building insured under Coverage A—Building Property sustaining a loss caused by a flood as defined by this policy must:
  - (1) Be a “repetitive loss building.” A repetitive loss building is one that meets the following conditions:
    - (a) The building is insured by a contract of flood insurance issued under the NFIP.
    - (b) The building 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 building 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 building; or

- (2) Be a building that has had flood damage in which the cost to repair equals or exceeds 50 percent of the market value of the building 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 building.
- (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 buildings 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 building 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 buildings to elevations derived solely by the community.
  - (3) Elevation or floodproofing above the base flood elevation to meet State or local “free-board” requirements, i.e., that a building 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 buildings 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 eligible for Coverage D.
- d. Coverage D will pay for the incremental cost, after demolition or relocation, of elevating or floodproofing a building during its rebuilding at the same or another site to meet State or local floodplain management laws or ordinances, subject to Coverage D Exclusion 5.g below.
- e. Coverage D will pay to bring a flood-damaged building into compliance with State or local floodplain management laws or ordinances even if the building had received a variance before the present loss from the applicable floodplain management requirements.

#### 4. Conditions

- a. When a building insured 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 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 two 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 building 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 Art. VII.R ("Loss Settlement") of this policy.
- b. All other conditions and provisions of this policy apply.

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### IV. PROPERTY NOT INSURED

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We do not insure any of the following:

1. Personal property not inside a 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 the Definitions section (see II.C.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
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 or the building in which the insured unit is located.
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 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, sea-walls, 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 and amendments to these acts.
  16. Personal property you own in common with other unit owners comprising the membership of a condominium association.

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#### V. EXCLUSIONS

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- 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;
  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 we describe in Coverage D—Increased Cost of Compliance; or

7. Any other economic loss you suffer.

- B. **Flood in Progress.** If this policy became effective as of the time of a loan closing, as provided by 44 CFR 61.11(b), we will not pay for a loss caused by a flood that is a continuation of a flood that existed prior to coverage becoming effective.

In all other circumstances, we will not pay for a loss caused by a flood that is a continuation of a flood that existed on or before the day you submitted the application for coverage under this policy and the full amount due. We will determine the date of application using 44 CFR 61.11(f).

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 area; or
6. Gradual erosion.

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

D. We do not insure for direct physical loss caused directly or indirectly by any of the following:

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 dwelling; 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 water-borne 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 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 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 deliberately cause loss by flood; 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.

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### VI. DEDUCTIBLES

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A. When a loss is insured 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. Pair and Set Clause

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. Other Insurance

- 1. If a loss insured by this policy is also insured by other insurance that includes flood coverage not issued under the Act, we will not pay more than the amount of insurance 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 VII.B.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 VII.B.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 issued under the Act in the name of your condominium association covering the same property insured by this policy, then this policy will be in excess over the other insurance, except where a condominium loss assessment to the unit owner 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.
- 3. The combined coverage payment under the other NFIP insurance and this policy cannot exceed the maximum coverage available under the Act, of \$250,000 per single unit.

### C. 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 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:

- a. When this policy insures only personal property; or
- b. When this policy insures a building under construction.

### D. Insufficient Premium or Rating Information

- 1. Applicability.** The following provisions apply to all instances where the premium paid on this policy is insufficient or where the rating information is insufficient, such as where an Elevation Certificate is not provided.
- 2. Reforming the Policy with Reduced Coverage.** Except as otherwise provided in VII.D.1, if the premium we received from you was not sufficient to buy the kinds and amounts of coverage you requested, we will provide only the kinds and amounts of coverage that can be purchased for the premium payment we received.
  - a. For the purpose of determining whether your premium payment is sufficient to buy the kinds and amounts of coverage you requested, we will first deduct the costs of all applicable fees and surcharges.
  - b. If the amount paid, after deducting the costs of all applicable fees and surcharges, is not sufficient to buy any amount of coverage, your payment will be refunded. Unless the policy is reformed to increase the coverage amount to the amount originally requested pursuant to VII.D.3, this policy will be cancelled, and no claims will be paid under this policy.
  - c. Coverage limits on the reformed policy will be based upon the amount of premium submitted per type of coverage, but will not exceed the amount originally requested.
- 3. Discovery of Insufficient Premium or Rating Information.** If we discover that your premium payment was not sufficient to buy the requested amount of coverage, the policy will

be reformed as described in VII.D.2. You have the option of increasing the amount of coverage resulting from this reformation to the amount you requested as follows:

a. **Insufficient Premium.** If we discover that your premium payment was not sufficient 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 it is discovered that the initial amount charged to you for any fees or surcharges is incorrect, the difference will be added or deducted, as applicable, to the total amount in this bill.

(1) If you or the mortgagee or trustee pays the additional premium amount due 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 you or the mortgagee or trustee do not pay the additional amount due within 30 days of the date of our bill, any flood insurance claim will be settled based on the reduced amount of coverage.

(3) As applicable, you have the option of paying all or part of the amount due out of a claim payment based on the originally requested amount of coverage.

b. **Insufficient Rating Information.** If we determine that the rating information we have is insufficient 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.

(1) If we receive the information within 60 days of our request, we will determine the amount of additional premium for the current

policy term, and follow the procedure in VII.D.3.a above.

**(2) If we do not receive the information within 60 days of our request, no claims will be paid until the requested information is provided. Coverage will be limited to the amount of coverage that can be purchased for the payments we received, as determined when the requested information is provided.**

**4. Coverage Increases.** If we do not receive the amounts requested in VII.D.3.a or the additional information requested in VII.D.3.b by the date it is due, the amount of coverage under this policy can only be increased by endorsement subject to the appropriate waiting period. However, no coverage increases will be allowed until you have provided the information requested in VII.D.3.b.

**5. Falsifying Information.** 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 VIII.A apply.

### E. 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 non-receipt 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.

### F. 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.

### G. 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,
- 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 G.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.

### H. 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, 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 that we agree upon or its appraised value.

### I. No Benefit to Bailee

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

### J. 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 the 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.M.
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.

### K. Abandonment

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

### L. Salvage

We may permit you to keep damaged property insured under this policy 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.

### M. 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 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.

### N. Mortgage Clause

- 1. The word “mortgagee” includes trustee.**
- 2. 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.**
- 3. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:**
  - a. Notifies us of any change in the ownership or occupancy, or substantial change in risk of which the mortgagee is aware;**
  - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and**
  - c. Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so.**

4. All of the terms of this policy apply to the mortgagee.
5. The mortgagee has the right to receive loss payment even if the mortgagee has started foreclosure or similar action on the building.
6. 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 non-renewal.
7. 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.

### O. 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 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.

### P. 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.

### Q. Continuous Lake Flooding

1. If an 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 an insured 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;
- 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 Q.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 Q.1 above or Q.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 Q.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 floodwaters 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 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 Q.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 Q.1.a through Q.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 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 Q.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 Q.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 non-profit land trust organization receives the property as a donation, that organization must maintain the property as deed-restricted, consistent

with the provisions of paragraph Q2.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 Q.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 Q.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 Q.2 will be in effect for a community when the FEMA Regional Administrator 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 Q.2.e and Q.2.f above; and**
- (2) The date by which you must have flood insurance in effect.**

### R. 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 paragraphs a–c below.

**a. Replacement Cost Loss Settlement, described in R.2 below, applies to a single-family dwelling provided:**

- (1) It is your principal residence; 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 R.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 R.4 below.

#### 2. Replacement Cost Loss Settlement

The following loss settlement conditions apply to a single-family dwelling described in R.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 R.2.a above or R.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 R.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.C.6.b and 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 R.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 pre-damage 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 pre-damage condition, we will settle the loss according to the Replacement Cost conditions in R.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 R.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.C.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.
- 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 insured 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.

#### 5. Amount of Insurance Required

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

- 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 R.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.

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

### VIII. POLICY NULLIFICATION, CANCELLATION, AND NON-RENEWAL

#### A. Policy Nullification for Fraud, Misrepresentation, or Making False Statements

- 1. With respect to all insureds under this policy, this policy is void and has no legal force and effect if at any time, before or after a loss, you or any other insured or your agent have, with respect to this policy or any other NFIP insurance:**
  - a. Concealed or misrepresented any material fact or circumstance;**
  - b. Engaged in fraudulent conduct; or**
  - c. Made false statements.**
- 2. Policies voided under A.1 cannot be renewed or replaced by a new NFIP policy.**
- 3. Policies are void as of the date the acts described in A.1 above were committed.**
- 4. Fines, civil penalties, and imprisonment under applicable Federal laws may also apply to the acts of fraud or concealment described above.**

#### B. Policy Nullification for Reasons Other Than Fraud

- 1. This policy is void from its inception, and has no legal force or effect, if:**

- a. The property listed on the application is located in a community that was not participating in the NFIP on this policy's inception date and did not join or reenter the program during the policy term and before the loss occurred;**
- b. The property listed on the application is otherwise not eligible for coverage under the NFIP at the time of the initial application;**
- c. You never had an insurable interest in the property listed on the application;**
- d. You provided an agent with an application and payment, but the payment did not clear; or**
- e. We receive notice from you, prior to the policy effective date, that you have determined not to take the policy and you are not subject to a requirement to obtain and maintain flood insurance pursuant to any statute, regulation, or contract.**

- 2. In such cases, you will be entitled to a full refund of all premium, fees, and surcharges received. However, if a claim was paid for a policy that is void, the claim payment must be returned to FEMA or offset from the premiums to be refunded before the refund will be processed.**

### C. Cancellation of the Policy by You

1. You may cancel this policy in accordance with the terms and conditions of this policy and 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, surcharges, or fees under the terms and conditions of this policy and the applicable rules and regulations of the NFIP.

### D. Cancellation of the Policy by Us

**1. Cancellation for Underpayment of Amounts Owed on Policy.** This policy will be cancelled, pursuant to VII.D.2, if it is determined that the premium amount you paid is not sufficient to buy any amount of coverage, and you do not pay the additional amount of premium owed to increase the coverage to the originally requested amount within the required time period.

**2. Cancellation Due to Lack of an Insurable Interest.**

a. If you no longer have an insurable interest in the insured property, we will cancel this policy. You will cease to have an insurable interest if:

- (1) For building coverage, the building was sold, destroyed, or removed.
- (2) For contents coverage, the contents were sold or transferred ownership, or the contents were

completely removed from the described location.

b. If your policy is cancelled for this reason, you may be entitled to a partial refund of premium under the applicable rules and regulations of the NFIP.

**3. Cancellation of Duplicate Policies**

- a. Except as allowed under Article I.G, your property may not be insured by more than one NFIP policy, and payment for damages to your property will only be made under one policy.
- b. Except as allowed under Article I.G, if the property is insured by more than one NFIP policy, we will cancel all but one of the policies. The policy, or policies, will be selected for cancellation in accordance with 44 CFR 62.5 and the applicable rules and guidance of the NFIP.
- c. If this policy is cancelled pursuant to VIII.D.4.b, you may be entitled to a full or partial refund of premium, surcharges, or fees under the terms and conditions of this policy and the applicable rules and regulations of the NFIP.

### 4. Cancellation Due to Physical Alteration of Property

- a. If the insured building has been physically altered in such a manner that it is no longer eligible for flood insurance coverage, we will cancel this policy.
- b. If your policy is cancelled for this reason, you may be entitled to a partial refund of premium under the terms and conditions

of this policy and the applicable rules and regulations of the NFIP.

#### E. Non-Renewal of the Policy by Us

Your policy will not be renewed if:

1. The community where your insured property is located is suspended or stops participating in the NFIP;
2. Your building is otherwise ineligible for flood insurance under the Act;
3. You have failed to provide the information we requested for the purpose of rating the policy within the required deadline.

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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 insurer's policy issuance, policy administration, or 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.

Administrator, Federal Insurance and Mitigation Administration

National Flood Insurance Program

# General Property Form

Standard Flood Insurance Policy

F-123 / October 2021



**FEMA**

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**ONLINE**

The NFIP General Property Form, SFIP FEMA Form 123, is available at  
<https://www.fema.gov/flood-insurance/find-form/underwriting>

FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE AND MITIGATION ADMINISTRATION  
Standard Flood Insurance Policy

# General Property Form

*Please read the policy carefully. The flood insurance provided is subject to limitations, restrictions, and exclusions.*

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## I. AGREEMENT

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### A. Coverage Under This Policy

1. Except as provided in I.A.2, this policy provides coverage for multifamily buildings (residential buildings designed for use by 5 or more families that are not condominium buildings), non-residential buildings, and their contents.
  2. There is no coverage for a residential condominium building in a regular program community, except for personal property coverage for a unit in a condominium building.
- B. 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.
- C. We will pay you for direct physical loss by or from flood to your insured property if you:
1. Have paid the full amount due (including applicable premiums, surcharges, and fees);

2. Comply with all terms and conditions of this policy; and
  3. Have furnished accurate information and statements.
- D. We have the right to review the information you give us at any time and revise your policy based on our review.
- E. This policy insures only one building. If you own more than one building, coverage will apply to the single building specifically described in the Flood Insurance Application.
- F. Multiple policies with building coverage cannot be issued to insure a single building to one insured or to different insureds, even if issued through different NFIP insurers.
- Payment for damages may only be made under a single policy for building damages under Coverage A—Building Property.**

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## II. DEFINITIONS

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A. In this policy, "you" and "your" refer to the named insured(s) shown on the Declarations Page of this policy. Insured(s) also 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.

**B. 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 (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 B.1.a above.

C. The following are the other key definitions 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.

## Appendix A: Policy

4. **Base Flood.** A flood having a one percent chance of being equaled or exceeded in any given year.
5. **Basement.** Any area of a building, including any sunken room or sunken portion of a room, having its floor below ground level 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, 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, shipping container, or a recreational vehicle, park trailer, or other similar vehicle, except as described in C.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 one or more buildings 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 buildings in which the unit owners have use rights where membership in the entity is a required condition of unit ownership.
10. **Condominium Building.** A type of building for which the form of ownership is one in which each unit owner has an undivided interest in common elements of the building.
11. **Declarations Page.** A computer-generated summary of information you provided in your 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.
12. **Deductible.** The fixed amount of an insured loss that is your responsibility and that is incurred by you before any amounts are paid for the insured loss under this policy.
13. **Described Location.** The location where the insured building(s) or personal property are found. The described location is shown on the Declarations Page.
14. **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.
15. **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.
16. **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 and the regulations prescribed pursuant to the Act.
17. **Federal Policy Fee.** A flat rate charge you must pay on each new or renewal policy to defray certain administrative expenses incurred in carrying out the National Flood Insurance Program.
18. **Improvements.** Fixtures, alterations, installations, or additions comprising a part of the building.
19. **Mudflow.** A river of liquid and flowing mud on the surface 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:
  - 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.
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.
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 Surcharge.** A flat charge you must pay on each new or renewal policy issued covering property in a community 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 and the regulations prescribed pursuant to the Act.
- 26. Residential Condominium Building.** A condominium building, containing one or more family units and in which at least 75 percent of the floor area is residential.
- 27. Special Flood Hazard Area (SFHA).** 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.
- 28. Stock** means 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 insured under Section IV. Property Not Insured, except the following:
- Parts and equipment for self-propelled vehicles;
  - Furnishings and equipment for watercraft;
  - Spas and hot-tubs, including their equipment; and
  - Swimming pool equipment.
- 29. Unit.** A single-family residential or non-residential space you own in a condominium building.
- 30. 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 INSURED

#### A. Coverage A—Building Property

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

- 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.
- Building property located at another location for a period of 45 days at another location, as set forth in III.C.2.b, Property Removed to Safety.
- 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.
- The following fixtures, machinery, and equipment, which are insured under Coverage A only:
  - Awnings and canopies;
  - Blinds;
  - Carpet permanently installed over unfinished flooring;
  - Central air conditioners;
  - Elevator equipment;
  - Fire extinguishing apparatus;
  - Fire sprinkler systems;
  - Walk-in freezers;
  - Furnaces;
  - Light fixtures;
  - Outdoor antennas and aerials attached to buildings;
  - Permanently installed cupboards, bookcases, paneling, and wallpaper;
  - Pumps and machinery for operating pumps;
  - Ventilating equipment;
  - Wall mirrors, permanently installed; and
  - In the units within the building, installed:
    - Built-in dishwashers;
    - Built-in microwave ovens;
    - Garbage disposal units;
    - Hot water heaters, including solar water heaters;
    - Kitchen cabinets;
    - Plumbing fixtures;
    - Radiators;
    - Ranges;
    - Refrigerators; and
    - 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.C.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 level is based on the bottom of the lowest horizontal structural member of the floor in Zones VE or V1-V30 or the top of the floor in Zones AH, AE, A1-A30, AR, AR/AE, AR/AH, AR/A1-A30, AR/A, and AR/AO.

7. A manufactured home or a travel trailer, as described in the II.C.6. 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 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.2–4 below, against direct physical loss by or from flood to personal property inside the 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.
2. 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.
3. When this policy insures 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 insures 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 insures other than household personal property, it will insure your:
    - (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 Insured.
4. Coverage for personal property includes the following property, subject to B.1.a and B.1.b above, which is insured 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;
- g. Outdoor equipment and furniture stored inside the insured building;
- h. Ovens and the like; *and*
- i. Portable microwave ovens and portable dishwashers.

### 5. Coverage for items of property 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.

### 6. 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 semi-precious stones, or articles of gold, silver, or platinum.
- d. Furs or any article containing fur that represents its principal value.

### 7. We will pay only for the functional value of antiques.

**8. 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.

This coverage does not increase the amount of insurance that applies to insured personal property.

**9. 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 insured 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.

**10. 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 that is on or in insured property and debris of insured property 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 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.

(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 building; or
- (b) A legally authorized official must issue an evacuation order or other civil order for the community in which the 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, 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.

- (3) Any property removed, including a moveable home described in II.6, must be placed above ground level or outside of the special flood hazard area.
- (4) 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 insured 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 insured property.

**This coverage does not include the testing for or 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 building suffering flood damage. Compliance activities eligible for payment are: elevation, floodproofing, relocation, or demolition (or any combination of these activities) of your building. Eligible floodproofing activities are limited to:

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

#### 2. Limits 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. However, 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 building insured under Coverage A (Building Property) sustaining a loss caused by a flood as defined by this policy must:
  - (1) Be a "repetitive loss building." A repetitive loss building is one that meets the following conditions:
    - (a) The building is insured by a contract of flood insurance issued under the NFIP.
    - (b) The building 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 building 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 building; or
  - (2) Be a building that has had flood damage in which the cost to repair equals or exceeds 50 percent of the market value of the building 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 building.
- 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 buildings 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 building 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 buildings to elevations derived solely by the community.

- (3) Elevation or floodproofing above the base flood elevation to meet State or local “free-board” requirements, i.e., that a building 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 buildings 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 pay for the incremental cost, after demolition or relocation, of elevating or floodproofing a building during its rebuilding at the same or another site to meet State or local floodplain management laws or ordinances, subject to the exclusion at III.D.5.g.
- e. This coverage will pay to bring a flood-damaged building into compliance with State or local floodplain management laws or ordinances even if the building had received a variance before the present loss from the applicable floodplain management requirements.

#### 4. Conditions

- a. **When a building insured 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 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 two years.
- f. Any code upgrade requirements, e.g., plumbing or electrical wiring, not specifi-
- cally 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 building 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 the policy apply.

### IV. PROPERTY NOT INSURED

We do not insure 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 the II.C.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 and 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 or units 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 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 III. Coverage B—Personal Property of this policy.
17. A residential condominium building located in a Regular Program community.

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### V. EXCLUSIONS

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- 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;
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 we describe in Coverage D—Increased Cost of Compliance; or

7. Any other economic loss you suffer.

**B. Flood in Progress.** If this policy became effective as of the time of a loan closing, as provided by 44 CFR 61.11(b), we will not pay for a loss caused by a flood that is a continuation of a flood that existed prior to coverage becoming effective. In all other circumstances, we will not pay for a loss caused by a flood that is a continuation of a flood that existed on or before the day you submitted the application for coverage under this policy and the correct premium. We will determine the date of application using 44 CFR 611.11(f).

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 insured under our definition of flood (see II.B.1.c and II.B.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) Failures, stoppages, 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 water-borne 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 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 on the described location;
  8. Theft, fire, explosion, wind, or windstorm;
  9. Anything you or any member of your household do or conspires to do to deliberately cause loss by flood; 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

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A. When a loss is insured 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; or
  2. III.D. Increased Cost of Compliance.

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### VII. GENERAL CONDITIONS

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#### A. Pair and Set Clause

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. Other Insurance

**1. If a loss insured by this policy is also insured 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 VII.B.1.b or c 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 VII.B.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. Where this policy insures a condominium association and there is a National Flood Insurance Program flood insurance policy in the name of a unit owner that insures the same loss as this policy, then this policy will be primary.**

### C. 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 insures only personal property; or
2. When this policy insures a building under construction.

### D. Insufficient Premium or Rating Information

**1. Applicability.** The following provisions apply to all instances where the premium paid on this policy is insufficient or where the rating information is insufficient, such as where an Elevation Certificate is not provided.

**2. Reforming the Policy with Reduced Coverage.** Except as otherwise provided in VII.D.1 and VII.D.4, if the premium we received from you was not sufficient to buy the kinds and amounts of coverage you requested, we will provide only the kinds and

amounts of coverage that can be purchased for the premium payment we received.

- a. For the purpose of determining whether your premium payment is sufficient to buy the kinds and amounts of coverage you requested, we will first deduct the costs of all applicable fees and surcharges.
- b. If the amount paid, after deducting the costs of all applicable fees and surcharges, is not sufficient to buy any amount of coverage, your payment will be refunded. Unless the policy is reformed to increase the coverage amount to the amount originally requested pursuant to VII.D.3, this policy will be cancelled, and no claims will be paid under this policy.
- c. Coverage limits on the reformed policy will be based upon the amount of premium submitted per type of coverage, but will not exceed the amount originally requested.

### 3. Discovery of Insufficient Premium or Rating Information.

If we discover that your premium payment was not sufficient to buy

the requested amount of coverage, the policy will be reformed as described in VII.D.2. You have the option of increasing the amount of coverage resulting from this reformation to the amount you requested as follows:

- a. **Insufficient Premium.** If we discover that your premium payment was not sufficient 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 it is discovered that the initial amount charged to you for any fees or surcharges is incorrect, the difference will be added or deducted, as applicable, to the total amount in this bill.
  - (1) If you or the mortgagee or trustee pay the additional amount due 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 you or the mortgagee or trustee do not pay the additional amount due within 30 days of the date of our bill, any flood insurance claim will be settled based on the reduced amount of coverage.
- (3) As applicable, you have the option of paying all or part of the amount due out of a claim payment based on the originally requested amount of coverage.
- b. **Insufficient Rating Information.** If we determine that the rating information we have is insufficient 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.
- (1) If we receive the information within 60 days of our request, we will determine the amount of additional premium for the current policy term and follow the procedure in VII.D.3.a above.
- (2) If we do not receive the information within 60 days of our request, no claims will be paid until the requested information is provided. Coverage will be limited to the amount of coverage that can be purchased for the payments we received, as determined when the requested information is provided.
4. **Coverage Increases.** If we do not receive the amounts requested in VII.D.3.a or the additional information requested in VII.D.3.b by the date it is due, the amount of coverage under this policy can only be increased by endorsement subject to the appropriate waiting period. However, no coverage increases will be allowed until you have provided the information requested in VII.D.3.b is provided.
5. **Falsifying Information.** 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 VIII.A apply.

### E. 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 non-receipt 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 as 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.

### F. 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.

### G. 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 personal property described in G.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.
- H. 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, 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 that we agree upon or its appraised value.

### I. No Benefit to Bailee

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

### J. 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 the 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.M.
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.

### K. Abandonment

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

### L. 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.

### M. 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.

### N. Mortgage Clause

1. The word "mortgagee" includes trustee.

2. 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.
3. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
  - a. Notifies us of any change in the ownership or occupancy, or substantial change in risk of which the mortgagee is aware;
  - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
  - c. Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so.
4. All terms of this policy apply to the mortgagee.
5. The mortgagee has the right to receive loss payment even if the mortgagee has started foreclosure or similar action on the building.
6. 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 non-renewal.
7. 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.

### O. 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 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.

### P. 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.

### Q. Continuous Lake Flood

1. If an 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 an insured 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;

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 Q.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 Q.1 above or Q.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 Q.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 floodwaters 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 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 Q.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 Q.1.a through Q.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 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 Q.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 Q.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 non-profit land trust organization receives the property as a donation, that organization must maintain the property as deed-restricted, consistent with the provisions of paragraph Q.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 Q.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 Q.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 Q.2 will be in effect for a community when the FEMA Regional Administrator 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 Q.2.e and Q.2.f above; and
- (2) The date by which you must have flood insurance in effect.

### R. 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.

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### VIII. POLICY NULLIFICATION, CANCELLATION, AND NON-RENEWAL

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#### A. Policy Nullification for Fraud, Misrepresentation, or Making False Statements

1. With respect to all insureds under this policy, this policy is void and has no legal force and effect if at any time, before or after a loss, you or any other insured or your agent have, with respect to this policy or any other NFIP insurance:

- a. Concealed or misrepresented any material fact or circumstance;
  - b. Engaged in fraudulent conduct; or
  - c. Made false statements.
2. Policies voided under A.1 cannot be renewed or replaced by a new NFIP policy.

3. Policies are void as of the date the acts described in A.1 above were committed.
4. Fines, civil penalties, and imprisonment under applicable Federal laws may also apply to the acts of fraud or concealment described above.

### B. Policy Nullification for Reasons Other Than Fraud

1. This policy is void from its inception, and has no legal force or effect, if:
  - a. The property listed on the application is located in a community that was not participating in the NFIP on this policy's inception date and did not join or reenter the program during the policy term and before the loss occurred;
  - b. The property listed on the application is otherwise not eligible for coverage under the NFIP at the time of the initial application;
  - c. You never had an insurable interest in the property listed on the application;
  - d. You provided an agent with an application and payment, but the payment did not clear; or
  - e. We receive notice from you, prior to the policy effective

date, that you have determined not to take the policy and you are not subject to a requirement to obtain and maintain flood insurance pursuant to any statute, regulation, or contract.

2. In such cases, you will be entitled to a full refund of all premium, fees, and surcharges received. However, if a claim was paid for a policy that is void, the claim payment must be returned to FEMA or offset from the premiums to be refunded before the refund will be processed.

### C. Cancellation of the Policy by You

1. You may cancel this policy in accordance with the terms and conditions of this policy and 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, surcharges, or fees under the terms and conditions of this policy and the applicable rules and regulations of the NFIP.

### D. Cancellation of the Policy by Us

1. **Cancellation for Underpayment of Amounts Owed on Policy.** This policy will be cancelled, pursuant to VII.D.2, if it is determined that the premium amount you paid is not sufficient to buy any amount of coverage, and you do not pay the additional amount of premium owed to increase the coverage to the originally requested amount within the required time period.
2. **Cancellation Due to Lack of an Insurable Interest.**
  - a. If you no longer have an insurable interest in the insured property, we will cancel this policy. You will

cease to have an insurable interest if:

- (1) For building coverage, the building was sold, destroyed, or removed.
- (2) For contents coverage, the contents were sold or transferred ownership, or the contents were completely removed from the described location.
- b. If your policy is cancelled for this reason, you may be entitled to a partial refund of premium under the applicable rules and regulations of the NFIP.

### 3. Cancellation of Duplicate Policies.

- a. Your property may not be insured by more than one NFIP policy, and payment for damages to your property will only be made under one policy.
- b. If the property is insured by more than one NFIP policy, we will cancel all but one of the policies. The policy, or policies, will be selected for cancellation in accordance with 44 CFR 62.5 and the applicable rules and guidance of the NFIP.

c. If this policy is cancelled pursuant to VIII.D.4.b, you may be entitled to a full or partial refund of premium, surcharges, or fees under the terms and conditions of this policy and the applicable rules and regulations of the NFIP.

### 4. Cancellation Due to Physical Alteration of Property

- a. If the insured building has been physically altered in such a manner that it is no longer eligible for flood insurance coverage, we will cancel this policy.
- b. If your policy is cancelled for this reason, you may be entitled to a partial refund of premium under the terms and conditions of this policy and the applicable rules and regulations of the NFIP.

#### E. Non-Renewal of the Policy by Us

Your policy will not be renewed if:

- 1. The community where your insured property is located is suspended or stops participating in the NFIP;
- 2. Your building is otherwise ineligible for flood insurance under the Act;
- 3. You have failed to provide the information we requested for the purpose of rating the policy within the required deadline.

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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 insurer's policy issuance, policy administration, or 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.

Administrator, Federal Insurance and Mitigation Administration

National Flood Insurance Program

# Residential Condominium Building Association Policy

Standard Flood Insurance Policy

F-144 / October 2021



**FEMA**

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**ONLINE** The NFIP RCBAP SFIP FEMA Form 144, is available at  
<https://www.fema.gov/flood-insurance/find-form/underwriting>

FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE AND MITIGATION ADMINISTRATION  
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.*

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## I. AGREEMENT

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- A. This policy insures only a residential condominium building in a regular program community. If the community reverts to emergency program status during the policy term and remains as an emergency program community at time of renewal, this policy cannot be renewed.
- B. 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.
- C. We will pay you for direct physical loss by or from flood to your insured property if you:
1. Have paid the full amount due (including applicable premiums, surcharges, and fees);
  2. Comply with all terms and conditions of this policy; and
  3. Have furnished accurate information and statements.
- D. We have the right to review the information you give us at any time and revise your policy based on our review.
- E. This policy insures only one building. If you own more than one building, coverage will apply to the single building specifically described in the Flood Insurance Application.
- F. Subject to the exception in Section I.G below, multiple policies with building coverage cannot be issued to insure a single building to one insured or to different insureds, even if issued through different NFIP insurers. Payment for damages may only be made under a single policy for building damages under Coverage A—Building Property.
- G. A Dwelling Form policy with building coverage may be issued to a unit owner in a condominium building that is also insured under a Residential Condominium Building Association Policy (RCBAP). **However, no more than \$250,000 may be paid in combined benefits for a single unit under the Dwelling Form and the RCBAP. We will only pay for damage once. Items of damage paid for under a RCBAP cannot also be claimed under the Dwelling Form policy.**

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## II. DEFINITIONS

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A. In this policy, "you" and "your" refer to the named insured(s) shown on the Declarations Page of this policy. The named insured must also include the building owner if building coverage is purchased. 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 have an existing interest 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.

- B. 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 (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

## Appendix A: Policy

exceeding anticipated cyclical levels which result in a flood as defined in B.1.a above.

**C.** The following are the other key definitions 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.
4. **Base Flood.** A flood having a one percent chance of being equaled or exceeded in any given year.
5. **Basement.** Any area of a building, including any sunken room or sunken portion of a room, having its floor below ground level 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, 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, shipping container, or a recreational vehicle, park trailer, or other similar vehicle, except as described in C.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 one or more buildings 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 buildings in which the unit owners have use rights; where membership in the entity is a required condition of ownership.

10. **Condominium Building.** A type of building for which the form of ownership is one in which each unit owner has an undivided interest in common elements of the building.
11. **Declarations Page.** A computer-generated summary of information you provided in your 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.
12. **Deductible.** The fixed amount of an insured loss that is your responsibility and that is incurred by you before any amounts are paid for the insured loss under this policy.
13. **Described Location.** The location where the insured building or personal property are found. The described location is shown on the Declarations Page.
14. **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.
15. **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.
16. **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 and the regulations prescribed pursuant to the Act.
17. **Federal Policy Fee.** A flat rate charge you must pay on each new or renewal policy to defray certain administrative expenses incurred in carrying out the National Flood Insurance Program.
18. **Improvements.** Fixtures, alterations, installations, or additions comprising a part of the residential condominium building, including improvements in the units.
19. **Mudflow.** A river of liquid and flowing mud on the surface 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 building, 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.
- 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 Surcharge.** A flat charge you must pay on each new or renewal policy issued covering property in a community 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 and the regulations prescribed pursuant to the Act.
- 26. Residential Condominium Building.** A building, condominium, containing one or more family units and in which at least 75 percent of the floor area is residential.
- 27. Special Flood Hazard Area (SFHA).** 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.
- 28. Unit.** A single-family residential space in a residential 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.

## III. PROPERTY INSURED

### A. Coverage A—Building Property

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

- 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.
- 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.
- 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.
- The following fixtures, machinery and equipment, including its units, which are insured under Coverage A only:
  - Awnings and canopies;
  - Blinds;
  - Carpet permanently installed over unfinished flooring;
  - Central air conditioners;
  - Elevator equipment;
  - Fire extinguishing apparatus;
  - Fire sprinkler systems;
  - Walk-in freezers;
  - Furnaces;
  - Light fixtures;
  - Outdoor antennas and aerials fastened to buildings;
  - Permanently installed cupboards, bookcases, paneling, and wallpaper;
  - Pumps and machinery for operating pumps;
  - Ventilating equipment;
  - Wall mirrors, permanently installed; *and*
  - In the units within the building, installed:
    - Built-in dishwashers;
    - Built-in microwave ovens;
    - Garbage disposal units;
    - Hot water heaters, including solar water heaters;
    - 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.C.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, A1-30, AR, AR/AE, AR/AH, AR/A1-30, AR/A, AR/AO; or**
  - (2) Below the base flood elevation adjusted to include the effect of wave action in Zones VE or V1-30.**
- The lowest floor level is based on the bottom of the lowest horizontal structural member of the floor in Zones VE or V1-V30 or top of the floor in Zones AH, AE, A1-A30, AR, AR/AE, AR/AH, AR/A1-A30, AR/A, and AR/AO.
7. A manufactured home or a travel trailer, as described in the II.C.6. 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 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.
2. 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.
3. Coverage for personal property includes the following property, subject to B.1. above, which is insured 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;
  - 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 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 semi-precious 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.**

### C. Coverage C—Other Coverages

1. Debris Removal
  - a. We will pay the expense to remove non-owned debris that is on or in insured property and debris of insured property 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 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.
  - (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 building; or
  - (b) A legally authorized official must issue an evacuation order or other civil order for the community in which the building is located calling for measures to preserve life and property from the peril of flood.

### 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, 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.
- (3) 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.6.b and c,

must be placed above ground level or outside of the special flood hazard area

- (4) 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 building suffering flood damage. Compliance activities eligible for payment are: elevation, floodproofing, relocation, or demolition (or any combination of these activities) of your building. Eligible floodproofing activities are limited to:

- a. Non-residential buildings.
- b. Residential buildings 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 building insured under Coverage A (Building Property) sustaining a loss caused by a flood as defined by this policy must:

- (1) Be a "repetitive loss building." A repetitive loss building is one that meets the following conditions:
  - (a) The building is insured by a contract of flood insurance issued under the NFIP.
  - (b) The building 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 building 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 building; or
- (2) Be a building that has had flood damage in which the cost to repair equals or exceeds 50 percent of the market value of the building 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 building.
- 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 buildings 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 building 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 buildings 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 building 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 buildings 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. Coverage D will pay for the incremental cost, after demolition or relocation, of elevating or floodproofing a building 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 relating to improvements.
- e. Coverage D will pay to bring a flood-damaged building into compliance with State or local floodplain management laws or ordinances even if the building had received a variance before the present loss from the applicable floodplain management requirements.
- 4. Conditions.**
- a. When a building insured 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 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 two 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 building insured under an NFIP Group Flood Insurance Policy.
- I. 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 requirement for replacement cost coverage under Art. VIII.R. ("Loss Settlement").
- b. All other conditions and provisions of this policy apply.

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#### IV. PROPERTY NOT INSURED

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We do not insure any of the following:

- 1. Personal property not inside a 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 the Definitions section (see II.C.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, sea-walls, 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 Improvements Act of 1990 and amendments to these Acts;
16. Personal property used in connection with any incidental commercial occupancy or use of the building.

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### V. EXCLUSIONS

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- 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;

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 we describe in Coverage D—Increased Cost of Compliance; or
7. Any other economic loss you suffer.

**B. Flood in Progress.** If this policy became effective as of the time of a loan closing, as provided by 44 CFR 61.11(b), we will not pay for a loss caused by a flood that is a continuation of a flood that existed prior to coverage becoming effective. In all other circumstances, we will not pay for a loss caused by a flood that is a continuation of a flood that existed on or before the day you submitted the application for coverage under this policy and the correct premium. We will determine the date of application using 44 CFR 611.11(f).

**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.B.1.c and II.B.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) Failures, stoppages, 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 water-borne 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 insured property;
    - d. 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 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 insured 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. 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 building – \$250,000

Required amount of insurance – \$200,000

(80 percent of replacement value of \$250,000)

Actual amount of insurance carried – \$180,000

Amount of the loss -- \$150,000

Deductible -- \$500

Step 1:  $180,000 / 200,000 = .90$

(90 percent 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 \$15,500 is not covered due to the coinsurance penalty (\$15,000) and application of the deductible (\$500).

**Example #2 (Adequate Insurance)**

Replacement value of the building – \$500,000

Required amount of insurance – \$400,000

(80 percent of replacement value of \$500,000)

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

### VIII. GENERAL CONDITIONS

#### A. Pair and Set Clause

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. Other Insurance

- 1. If a loss insured by this policy is also insured 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 VIII.B.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 VIII.B.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 National Flood Insurance Program flood insurance policy in the name of a unit owner that covers the same loss as this policy, then this policy will be primary.**

#### C. 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 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 insures only personal property; or
2. When this policy insures a building under construction.

#### D. Insufficient Premium or Rating Information

- 1. Applicability. The following provisions apply to all instances where the premium paid on this policy is insufficient or where the rating information is insufficient, such as where an Elevation Certificate is not provided.**

- 2. Reforming the Policy with Reduced Coverage.** Except as otherwise provided in VIII.D.1 and VIII.D.4, if the premium we received from you was not sufficient to buy the kinds and amounts of coverage you requested, we will provide only the kinds and amounts of coverage that can be purchased for the premium payment we received.

  - a. For the purpose of determining whether your premium payment is sufficient to buy the kinds and amounts of coverage you requested, we will first deduct the costs of all applicable fees and surcharges.
  - b. If the amount paid, after deducting the costs of all applicable fees and surcharges, is not sufficient to buy any amount of coverage, your payment will be refunded. Unless the policy is reformed to increase the coverage amount to the amount originally requested pursuant to VIII.E.3, this policy will be cancelled, and no claims will be paid under this policy.
  - c. Coverage limits on the reformed policy will be based upon the amount of premium submitted per type of coverage, but will not exceed the amount originally requested.
- 3. Discovery of Insufficient Premium or Rating Information.** If we discover that your premium payment was not sufficient to buy the requested amount of coverage, the policy will be reformed as described in VIII.D.2. You have the option of increasing the amount of coverage resulting from this reformation to the amount you requested as follows:

  - a. **Insufficient Premium.** If we discover that your premium payment was not sufficient 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 it is discovered that the initial amount charged to you for any fees or surcharges is incorrect, the difference will be added or deducted, as applicable, to the total amount in this bill.

    - (1) If you or the mortgagee or trustee pay the additional amount due 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 you or the mortgagee or trustee do not pay the additional amount due within 30 days of the date of our bill, any flood insurance claim will be settled based on the reduced amount of coverage.
- (3) As applicable, you have the option of paying all or part of the amount due out of a claim payment based on the originally requested amount of coverage.
- b. **Insufficient Rating Information.** If we determine that the rating information we have is insufficient 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.
- (1) If we receive the information within 60 days of our request, we will determine the amount of additional premium for the current policy term and follow the procedure in VIII.D.3.a above.
- (2) If we do not receive the information within 60 days of our request, no claims will be paid until the requested information is provided. Coverage will be limited to the amount of coverage that can be purchased for the payments we received, as determined when the requested information is provided.
4. **Coverage Increases.** If we do not receive the amount requested in VIII.D.3.a or VIII.D.4.a, or the additional information requested in VIII.D.3.b or VIII.D.4.b by the date it is due, the amount of coverage under this policy can only be increased by endorsement subject to the appropriate waiting period. However, no coverage increases will be allowed until you have provided the information requested in VIII.D.3.b or VIII.D.4.b.

**5. Falsifying Information.** 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 IX.A apply.

**E. 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 non-receipt 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 as an expired policy as of the expiration date shown on the Declarations Page.
  - c. 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.

**F. 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.

**G. 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 personal property described in G.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.

### H. 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 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 that we agree upon or its appraised value.

### I. No Benefit to Bailee

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

### J. 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 the 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.M.
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.

### K. Abandonment

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

### L. 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.

### M. 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.

### N. Mortgage Clause

1. The word “mortgagee” includes trustee.
  2. 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.
  3. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
    - a. Notifies us of any change in the ownership or occupancy, or substantial change in risk of which the mortgagee is aware;
    - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; *and*
    - c. Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so.
4. All terms of this policy apply to the mortgagee.
  5. The mortgagee has the right to receive loss payment even if the mortgagee has started foreclosure or similar action on the building.
  6. 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 non-renewal.
  7. 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.

### O. 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 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.

**P. 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.**

**Q. Continuous Lake Flood**

1. If an 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 an insured 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;
- 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 Q.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 Q.1 above or this paragraph Q.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 Q.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 floodwaters 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 contained 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 Q.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 Q.1.a through Q.1.d above.
- c. Within 90 days of approval of your claim, you must move your building to a new location out-

- side the ASC. FEMA will give you an additional 30 days to move if you show 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 Q.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 Q.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 non-profit land trust organization receives the property as a donation, that organization must maintain the property as deed-restricted, consistent with the provisions of paragraph Q.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 Q.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 Q.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 Q.2 will be in effect for a community when the FEMA Regional Administrator 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 Q2.e and Q.2.f above, and**

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

### R. 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 R.2 below applies to buildings other than manufactured homes or travel trailers.**

- b. **Special Loss Settlement**, described in R.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 insured under this policy, as outlined in R.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 travel trailer, as defined in II.C.6.b and c, and

- (2) at least 16 feet wide when fully assembled and has 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 pre-damaged 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 pre-damaged condition, we will settle the loss according to the Replacement Cost Loss Settlement conditions in R.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, awning, and other outdoor equipment;
  - (4) Carpeting and pads;
  - (5) Appliances; and
  - (6) A manufactured home or mobile home or a travel trailer as defined in II.C.6.b or c that does not meet the conditions for special loss settlement in R.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.C.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.

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### IX. POLICY NULLIFICATION, CANCELLATION, AND NON-RENEWAL

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**A. Policy Nullification for Fraud, Misrepresentation, or Making False Statements**

- 1. With respect to all insureds under this policy, this policy is void and has no legal force and effect if at any time, before or after a loss, you or any other insured or your agent have, with respect to this policy or any other NFIP insurance:**
- a. Concealed or misrepresented any material fact or circumstance;
  - b. Engaged in fraudulent conduct; or
  - c. Made false statements.

**2. Policies voided under A.1 cannot be renewed or replaced by a new NFIP policy.**

**3. Policies are void as of the date the acts described in A.1 above were committed.**

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

**B. Policy Nullification for Reasons Other Than Fraud**

**1. This policy is void from its inception, and has no legal force or effect, if:**

- a. The property listed on the application is located in a community that was not participating in the NFIP on this policy's inception date and did not join or reenter the program during the policy term and before the loss occurred;
  - b. The property listed on the application is otherwise not eligible for coverage under the NFIP at the time of the initial application;
  - c. You never had an insurable interest in the property listed on the application;
  - d. You provided an agent with an application and payment, but the payment did not clear; or
  - e. We receive notice from you, prior to the policy effective date, that you have determined not to take the policy and you are not subject a requirement to obtain and maintain flood insurance pursuant to any statute, regulation, or contract.
2. In such cases, you will be entitled to a full refund of all premium, fees, and surcharges received. However, if a claim was paid for a policy that is void, the claim payment must be returned to FEMA or offset from the premiums to be refunded before the refund will be processed.
- C. Cancellation of the Policy by You**
1. You may cancel this policy in accordance with the terms and conditions of this policy and 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, surcharges, or fees under the terms and conditions of this policy and the applicable rules and regulations of the NFIP.
- D. Cancellation of the Policy by Us**
- 1. Cancellation for Underpayment of Amounts Owed on This Policy.** This policy will be cancelled, pursuant to VIII.D.2, if it is determined that the premium amount you paid is not sufficient to buy any amount of coverage, and you do not pay the additional amount of premium owed to increase the coverage to the originally requested amount within the required time period.
  - 2. Cancellation Due to Lack of an Insurable Interest.**
    - a. If you no longer have an insurable interest in the insured property, we will cancel this policy. You will cease to have an insurable interest if:
      - (1) For building coverage, the building was sold, destroyed, or removed.
      - (2) For contents coverage, the contents were sold or transferred ownership,

- or the contents were completely removed from the described location.
- b. If your policy is cancelled for this reason, you may be entitled to a partial refund of premium under the applicable rules and regulations of the NFIP.
- 3. Cancellation of Duplicate Policies.**
- a. Except as allowed under Article I.F, your property may not be insured by more than one NFIP policy, and payment for damages to your property will only be made under one policy.
- b. Except as allowed under Article I.G, if the property is insured by more than one NFIP policy, we will cancel all but one of the policies. The policy, or policies, will be selected for cancellation in accordance with 44 CFR 62.5 and the applicable rules and guidance of the NFIP.
- c. If this policy is cancelled pursuant to VIII.D.3.a, you may be entitled to a full or partial refund of premium, surcharges, or fees under the terms and conditions of this policy and the applicable rules and regulations of the NFIP.

### 4. Cancellation Due to Physical Alteration of Property

- a. If the insured building has been physically altered in such a manner that it is no longer eligible for flood insurance coverage, we will cancel this policy.
- b. If your policy is cancelled for this reason, you may be entitled to a partial refund of premium under the terms and conditions of this policy and the applicable rules and regulations of the NFIP.

### E. Non-Renewal of the Policy by Us

Your policy will not be renewed if:

1. The community where your insured property is located is suspended or stops participating in the NFIP;
2. Your building is otherwise ineligible for flood insurance under the Act;
3. You have failed to provide the information we requested for the purpose of rating the policy within the required deadline.

### X. 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.

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### XI. WHAT LAW GOVERNS

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This policy and all disputes arising from the insurer's policy issuance, policy administration, or 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.

Administrator, Federal Insurance and Mitigation Administration

# Appendix B: Forms

## I. NFIP Flood Insurance Application

<p style="text-align: center;"><b>U.S. DEPARTMENT OF HOMELAND SECURITY   FEDERAL EMERGENCY MANAGEMENT AGENCY</b>  <b>National Flood Insurance Program</b>  <b>FLOOD INSURANCE APPLICATION, PAGE 1 (OF 2)</b></p>						
<p>We may void your flood insurance policy and deny any claims under that policy if you or your agent conceal or misrepresent any material fact or circumstance, engage in fraudulent conduct, or make false statements when completing this application.</p> <p><b>IMPORTANT—PLEASE PRINT OR TYPE; ENTER DATES AS MM/DD/YYYY.</b></p>						
OMB No. 1660-0006   Expires May 31, 2024 <input type="checkbox"/> NEW <input type="checkbox"/> RENEWAL <input type="checkbox"/> ENDORSEMENT <input type="checkbox"/> TRANSFER (NFIP POLICIES ONLY) POLICY #: _____ PRIOR POLICY #: _____						
<b>BILLING</b>  FOR RENEWAL, BILL: <input type="checkbox"/> POLICYHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> FIRST MORTGAGEE <input type="checkbox"/> OTHER (AS SPECIFIED IN THE "2ND MORTGAGEE/OTHER" BOX BELOW) <input type="checkbox"/> SECOND MORTGAGEE	<b>POLICY PERIOD</b>  NAME AND MAILING ADDRESS OF AGENT/PRODUCER:  AGENCY NO.: _____ AGENT NO.: _____ PHONE NO.: _____ EMAIL ADDRESS: _____	POLICY PERIOD IS FROM _____ / _____ / _____ TO _____ / _____ / _____ WAITING PERIOD: <input type="checkbox"/> STANDARD 30-DAY (12:01 A.M. LOCAL TIME) <input type="checkbox"/> MAP REVISION – 1-DAY (12:01 A.M. LOCAL TIME, THE NEXT CALENDAR DAY) <input type="checkbox"/> LOAN TRANSACTION – NO WAITING PERIOD (EFFECTIVE AT TIME OF LOAN CLOSING) <input type="checkbox"/> POST-WILDFIRE – 1-DAY (12:01 A.M. LOCAL TIME, THE NEXT CALENDAR DAY) <input type="checkbox"/> TRANSFER (NFIP POLICIES ONLY) – NO WAITING PERIOD (12:01 A.M. LOCAL TIME)				
		<b>2ND MORTGAGEE/OTHER</b>  NAME AND MAILING ADDRESS OF: <input type="checkbox"/> 2ND MORTGAGEE <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> OTHER IF OTHER, SPECIFY: _____  LOAN NO.: _____				
		<b>COMMUNITY INFORMATION</b>  CURRENT COMMUNITY NO./PANEL NO. AND SUFFIX: _____ – _____ CURRENT FIRM ZONE: _____ MAP DATE: _____ / _____ / _____ COMMUNITY PROGRAM TYPE IS: <input type="checkbox"/> REGULAR <input type="checkbox"/> EMERGENCY				
		<b>NOTE: ONE BUILDING PER POLICY</b> IS THE PROPERTY LOCATION THE SAME AS THE POLICYHOLDER MAILING ADDRESS? <input type="checkbox"/> YES <input type="checkbox"/> NO (IF NO, ENTER PROPERTY ADDRESS AND TYPE.)				
		<b>BUILDING LOCATION</b>  PROPERTY ADDRESS TYPE: <input type="checkbox"/> STREET <input type="checkbox"/> OTHER: _____ FOR AN ADDRESS WITH MULTIPLE BUILDINGS AND/OR FOR A BUILDING WITH ADDITIONS OR EXTENSIONS, DESCRIBE THE INSURED BUILDING: _____ LATITUDE AND LONGITUDE (OPTIONAL): DATUM: <input type="checkbox"/> WGS84 <input type="checkbox"/> NAD83 LATITUDE: _____ LONGITUDE: _____				
		IS BUILDING LOCATED IN A CBRS SYSTEM UNIT OR OPA? <input type="checkbox"/> SYSTEM UNIT <input type="checkbox"/> OPA <input type="checkbox"/> NO YEAR SYSTEM UNIT OR OPA ADDED TO CBRS: <input type="checkbox"/> 1982 <input type="checkbox"/> 1990 IF IN BUFFER ZONE, DID USFW'S ISSUE AN OFFICIAL DETERMINATION SHOWING BUILDING OUTSIDE SYSTEM UNIT OR OPA? <input type="checkbox"/> YES <input type="checkbox"/> NO IF IN OPA, IS BUILDING USE CONSISTENT WITH PROTECTED AREA PURPOSE? <input type="checkbox"/> YES <input type="checkbox"/> NO				
		<b>1ST MORTGAGEE</b>  NAME AND MAILING ADDRESS OF FIRST MORTGAGEE:  LOAN NO.: _____	<b>1. BUILDING OCCUPANCY (CHECK ONE)</b> <input type="checkbox"/> SINGLE-FAMILY HOME <input type="checkbox"/> RESIDENTIAL MANUFACTURED/MOBILE HOME <input type="checkbox"/> RESIDENTIAL UNIT <input type="checkbox"/> TWO-TO-FOUR FAMILY BUILDING <input type="checkbox"/> OTHER RESIDENTIAL BUILDING <input type="checkbox"/> RESIDENTIAL CONDOMINIUM BUILDING <input type="checkbox"/> NON-RESIDENTIAL BUILDING <input type="checkbox"/> NON-RESIDENTIAL MANUFACTURED/MOBILE BUILDING <input type="checkbox"/> NON-RESIDENTIAL UNIT		<b>Non-Residential</b> <input type="checkbox"/> AGRICULTURAL BUILDING <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> DETACHED GARAGE <input type="checkbox"/> GOVERNMENT-OWNED <input type="checkbox"/> HOUSE OF WORSHIP <input type="checkbox"/> RECREATION BUILDING <input type="checkbox"/> STORAGE/TOOL SHED <input type="checkbox"/> OTHER NON-RESIDENTIAL TYPE: _____	
			<b>2. BUILDING DESCRIPTION (CHECK ONE)</b> <i>Residential</i> <input type="checkbox"/> ENTIRE APARTMENT BUILDING <input type="checkbox"/> APARTMENT UNIT <input type="checkbox"/> ENTIRE COOPERATIVE BUILDING <input type="checkbox"/> COOPERATIVE UNIT <input type="checkbox"/> DETACHED GUEST HOUSE <input type="checkbox"/> MAIN DWELLING <input type="checkbox"/> ENTIRE RESIDENTIAL CONDOMINIUM BUILDING <input type="checkbox"/> RESIDENTIAL CONDOMINIUM UNIT (IN RESIDENTIAL BUILDING) <input type="checkbox"/> RESIDENTIAL CONDOMINIUM UNIT (IN NON-RESIDENTIAL BUILDING) <input type="checkbox"/> OTHER DWELLING TYPE: _____		<b>3. FOUNDATION TYPE</b> <input type="checkbox"/> SLAB ON GRADE (Non-Elevated) <input type="checkbox"/> BASEMENT (Non-Elevated) <input type="checkbox"/> CRAWLSPACE (Elevated or Non-Elevated Sub-Grade Crawlspace) <input type="checkbox"/> ELEVATED WITHOUT ENCLOSURE ON POSTS, PILES, OR PIERS <input type="checkbox"/> ELEVATED WITH ENCLOSURE NOT ON POSTS, PILES, OR PIERS (Solid Foundation Walls)	
			IS THE ENCLOSURE/CRAWLSPACE CONSTRUCTED WITH PROPER FLOOD OPENINGS OR ENGINEERED OPENINGS? <input type="checkbox"/> YES <input type="checkbox"/> NO		<b>4. FIRST FLOOR HEIGHT DETERMINATION</b> <b>ELEVATION CERTIFICATE (OPTIONAL):</b> ELEVATION CERTIFICATE DATE: _____ / _____ / _____ BUILDING DIAGRAM NUMBER: _____	
			<b>If Using Section C:</b> FIRST FLOOR HEIGHT (IN FEET): _____ FIRST FLOOR HEIGHT USED (IN FEET): _____ METHOD USED TO DETERMINE FIRST FLOOR HEIGHT: _____		<b>5. BUILDING CHARACTERISTICS</b> IS BUILDING UNDER CONSTRUCTION? <input type="checkbox"/> YES <input type="checkbox"/> NO DATE OF CONSTRUCTION: _____ / _____ / _____ HAS THE BUILDING BEEN SUBSTANTIALLY IMPROVED? <input type="checkbox"/> YES <input type="checkbox"/> NO <b>If YES, ENTER SUBSTANTIALLY IMPROVED DATE:</b> _____ / _____ / _____ <b>CONSTRUCTION TYPE:</b> <input type="checkbox"/> FRAME <input type="checkbox"/> MASONRY <input type="checkbox"/> OTHER: _____	
			IS THE BUILDING OVER WATER? <input type="checkbox"/> NO <input type="checkbox"/> PARTIALLY <input type="checkbox"/> ENTIRELY IS THE BUILDING PROPERLY FLOODPROOFED? <input type="checkbox"/> YES <input type="checkbox"/> NO IS THE BUILDING ELIGIBLE FOR THE MACHINERY AND EQUIPMENT MITIGATION DISCOUNT? <input type="checkbox"/> YES <input type="checkbox"/> NO BUILDING SQUARE FOOTAGE: _____ NUMBER OF DETACHED STRUCTURES ON PROPERTY: _____ NUMBER OF ELEVATORS: _____ NUMBER OF FLOORS IN BUILDING (EXCLUDING BASEMENT/ENCLOSED AREA, IF ANY): _____ IF THE COVERAGE IS FOR A UNIT, INDICATE THE FLOOR WHERE THE UNIT IS LOCATED: _____ TOTAL NUMBER OF UNITS IN THE BUILDING: _____			
			BUILDING REPLACEMENT COST (INCLUDING FOUNDATION): \$_____ IS THE BUILDING A RENTAL PROPERTY? <input type="checkbox"/> YES <input type="checkbox"/> NO IS BUILDING THE POLICYHOLDER'S PRIMARY RESIDENCE? <input type="checkbox"/> YES <input type="checkbox"/> NO IF MANUFACTURED/MOBILE HOME OR BUILDING (INCLUDING TRAILER) PROVIDE IDENTIFICATION NUMBER: _____			
FEMA Form FF-206-FY-21-117 (formerly 086-0-1) <b>IMPORTANT</b> — COMPLETE PAGE 1 AND PAGE 2 BEFORE SENDING APPLICATION TO THE NFIP. — <b>IMPORTANT</b>						
				(05/2021)		

**ONLINE**

The current approved version of the NFIP Flood Insurance Application, FEMA Form 206-FY-2021-117, is available at <https://www.fema.gov/flood-insurance/find-form/underwriting>

## Appendix B: Forms

U.S. DEPARTMENT OF HOMELAND SECURITY   FEDERAL EMERGENCY MANAGEMENT AGENCY National Flood Insurance Program																																																				
OMB No. 1660-0006   Expires May 31, 2024																																																				
<b>FLOOD INSURANCE APPLICATION, PAGE 2 (OF 2)</b>																																																				
IMPORTANT—PLEASE PRINT OR TYPE; ENTER DATES AS MM/DD/YYYY.																																																				
<b>COVERAGE, DEDUCTIBLES, AND DISCOUNTS</b>	<b>COVERAGES AND DEDUCTIBLES</b> SFIP Form: <input type="checkbox"/> Dwelling <input type="checkbox"/> General Property <input type="checkbox"/> RCBAP Amount of Insurance: Building \$ _____ Contents \$ _____ Deductible: Building \$ _____ Contents \$ _____ Rate Category: <input type="checkbox"/> Rating Engine <input type="checkbox"/> Provisional Rate																																																			
	<b>DISCOUNTS</b> Did the applicant have a prior NFIP policy for the building that received a Newly Mapped discount and lapsed? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, did the lapse occur for a valid reason? <input type="checkbox"/> Yes <input type="checkbox"/> No Is the property eligible for the Newly Mapped discount? <input type="checkbox"/> Yes <input type="checkbox"/> No Did the applicant have a prior NFIP policy for the building that received a Pre-FIRM discount and lapsed? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, did the lapse occur for a valid reason? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																			
<b>SIGNATURE</b>	I declare under penalty of perjury that the foregoing is true and correct.  SIGNATURE OF INSURANCE AGENT/PRODUCER _____ / _____ / _____  SIGNATURE OF POLICYHOLDER (OPTIONAL) _____ / _____ / _____																																																			
	<b>TOTAL AMOUNT DUE</b>	<b>COMPONENTS OF THE TOTAL AMOUNT DUE</b>																																																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="padding: 2px;">Building Premium</td> <td style="padding: 2px;">+</td> <td style="padding: 2px;">\$</td> </tr> <tr> <td style="padding: 2px;">Contents Premium</td> <td style="padding: 2px;">+</td> <td style="padding: 2px;">\$</td> </tr> <tr> <td style="padding: 2px;">Increased Cost of Compliance (ICC) Premium</td> <td style="padding: 2px;">+</td> <td style="padding: 2px;">\$</td> </tr> <tr> <td style="padding: 2px;">Mitigation Discount</td> <td style="padding: 2px;">-</td> <td style="padding: 2px;">\$</td> </tr> <tr> <td style="padding: 2px;">Community Rating System Discount</td> <td style="padding: 2px;">-</td> <td style="padding: 2px;">\$</td> </tr> <tr> <td style="padding: 2px;"><b>FULL RISK PREMIUM</b></td> <td style="padding: 2px;"><b>=</b></td> <td style="padding: 2px;"><b>\$</b></td> </tr> <tr> <td colspan="3"><b>STATUTORY DISCOUNTS</b></td> </tr> <tr> <td style="padding: 2px;">Annual Increase Cap</td> <td style="padding: 2px;">-</td> <td style="padding: 2px;">\$</td> </tr> <tr> <td style="padding: 2px;">Pre-FIRM Discount</td> <td style="padding: 2px;">-</td> <td style="padding: 2px;">\$</td> </tr> <tr> <td style="padding: 2px;">Newly Mapped Discount</td> <td style="padding: 2px;">-</td> <td style="padding: 2px;">\$</td> </tr> <tr> <td style="padding: 2px;">Other Statutory Discounts</td> <td style="padding: 2px;">-</td> <td style="padding: 2px;">\$</td> </tr> <tr> <td style="padding: 2px;"><b>DISCOUNTED PREMIUM</b></td> <td style="padding: 2px;"><b>=</b></td> <td style="padding: 2px;"><b>\$</b></td> </tr> <tr> <td style="padding: 2px;">Reserve Fund Assessment</td> <td style="padding: 2px;">+</td> <td style="padding: 2px;">\$</td> </tr> <tr> <td style="padding: 2px;">HFIAA Surcharge</td> <td style="padding: 2px;">+</td> <td style="padding: 2px;">\$</td> </tr> <tr> <td style="padding: 2px;">Federal Policy Fee</td> <td style="padding: 2px;">+</td> <td style="padding: 2px;">\$</td> </tr> <tr> <td style="padding: 2px;">Probation Surcharge</td> <td style="padding: 2px;">+</td> <td style="padding: 2px;">\$</td> </tr> <tr> <td style="padding: 2px;"><b>TOTAL AMOUNT DUE</b></td> <td style="padding: 2px;"><b>=</b></td> <td style="padding: 2px;"><b>\$</b></td> </tr> </tbody> </table>		Building Premium	+	\$	Contents Premium	+	\$	Increased Cost of Compliance (ICC) Premium	+	\$	Mitigation Discount	-	\$	Community Rating System Discount	-	\$	<b>FULL RISK PREMIUM</b>	<b>=</b>	<b>\$</b>	<b>STATUTORY DISCOUNTS</b>			Annual Increase Cap	-	\$	Pre-FIRM Discount	-	\$	Newly Mapped Discount	-	\$	Other Statutory Discounts	-	\$	<b>DISCOUNTED PREMIUM</b>	<b>=</b>	<b>\$</b>	Reserve Fund Assessment	+	\$	HFIAA Surcharge	+	\$	Federal Policy Fee	+	\$	Probation Surcharge	+	\$	<b>TOTAL AMOUNT DUE</b>	<b>=</b>	<b>\$</b>
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<b>ADDITIONAL INFORMATION</b>	Enter any additional information:  _____																																																			
	FEMA Form FF-206-FY-21-117 (formerly 086-0-1) <span style="float: right;">(05/2021)</span> PLEASE SUBMIT TOTAL AMOUNT DUE AND ALL REQUIRED CERTIFICATIONS WITH THE NFIP COPY OF THIS APPLICATION. IF PAYING BY CHECK OR MONEY ORDER, MAKE PAYABLE TO THE NATIONAL FLOOD INSURANCE PROGRAM. <b>IMPORTANT</b> — COMPLETE PAGE 1 AND PAGE 2 BEFORE SENDING APPLICATION TO THE NFIP. — <b>IMPORTANT</b>																																																			

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

### **FLOOD INSURANCE APPLICATION**

FEMA Form FF-206-FY-21-117 (formerly 086-0-1)

#### **NONDISCRIMINATION**

No person or organization shall be excluded from participation in, denied the benefits of, or subjected to discrimination under the Program authorized by the National Flood Insurance Act of 1968, on the grounds of race, color, creed, sex, age, or national origin.

#### **PRIVACY ACT NOTICE**

**Authority:** 42 U.S.C. 4011 et seq. authorizes the collection of this information.

**Purpose:** FEMA will use this information to issue flood insurance policies provided through the National Flood Insurance Program.

**Routine Uses:** The information requested on this form may be shared externally as a "routine use" to other federal agencies, state governments, local governments, tribal governments, certain non-profit entities, private insurance companies participating in the Write Your Own Program, and their contractors to implement the National Flood Insurance Act of 1968. A complete list of the routine uses can be found in the system of records notice associated with this form, "DHS/FEMA-003 National Flood Insurance Program Files" (79 FR 28747). The Department's full list of system of records notices can be found on the Department's website at <http://www.dhs.gov/system-records-notices-sorns>.

**Disclosure:** Furnishing this information is voluntary. However, failure to furnish the requested information may delay or prevent the issuance of a flood insurance policy.

#### **PAPERWORK REDUCTION ACT NOTICE**

Public reporting burden for this form is estimated to average 8 minutes 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 the form. This collection of information is required to obtain or retain benefits. You are not required to submit to this collection of information unless it displays a valid OMB control number. 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 (FEMA), 500 C Street SW, Washington, DC 20472, **NOTE:** Do not send your completed form to this address.

## II. NFIP Flood Insurance General Change Endorsement

<b>U.S. DEPARTMENT OF HOMELAND SECURITY   FEDERAL EMERGENCY MANAGEMENT AGENCY</b> <b>National Flood Insurance Program</b> <b>FLOOD INSURANCE GENERAL CHANGE ENDORSEMENT</b>															
<b>FOR ALL POLICY TYPES.</b> <b>IMPORTANT:</b> Complete this General Change Endorsement form and attach an updated copy of the Flood Insurance Application Form (FEMA Form FF-206-FY-21-117) reflecting the changes to the policy. <b>IMPORTANT:</b> Please print or type; enter dates as MM/DD/YYYY.		OMB No. 1660-0006   Expires May 31, 2024 <b>POLICY #:</b> _____													
<b>REASON FOR CHANGE</b>	<b>REASON FOR CHANGE (CHECK ALL THAT APPLY)</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> BILLING</li> <li><input type="checkbox"/> AGENT/PRODUCER</li> <li><input type="checkbox"/> POLICYHOLDER INFORMATION           <ul style="list-style-type: none"> <li><input type="checkbox"/> MAILING ADDRESS</li> <li><input type="checkbox"/> ASSIGNMENT</li> </ul> </li> <li><input type="checkbox"/> MORTGAGEE</li> <li><input type="checkbox"/> COMMUNITY INFORMATION</li> <li><input type="checkbox"/> PROPERTY ADDRESS (CORRECTION)</li> <li><input type="checkbox"/> BUILDING INFORMATION</li> <li><input type="checkbox"/> COVERAGE/DEDUCTIBLE</li> <li><input type="checkbox"/> POLICY FORM</li> <li><input type="checkbox"/> CONSTRUCTION COMPLETED</li> <li><input type="checkbox"/> STATUTORY DISCOUNTS</li> <li><input type="checkbox"/> RATE CATEGORY</li> <li><input type="checkbox"/> OTHER (SPECIFY): _____</li> </ul>														
	<b>TYPE OF CHANGE</b>	<b>TYPE OF CHANGE (CHECK ALL THAT APPLY)</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> NON-PREMIUM CHANGE</li> <li><input type="checkbox"/> PREMIUM CHANGE           <ul style="list-style-type: none"> <li><input type="checkbox"/> RATING ADJUSTMENT</li> <li><input type="checkbox"/> RATING CORRECTION</li> </ul> </li> <li><input type="checkbox"/> PREMIUM CHANGE <i>continued</i> <ul style="list-style-type: none"> <li><input type="checkbox"/> COVERAGE/DEDUCTIBLE CHANGE</li> <li><input type="checkbox"/> RATE CATEGORY CHANGE</li> <li><input type="checkbox"/> ADDING AN ELEVATION CERTIFICATE</li> </ul> </li> <li><input type="checkbox"/> OTHER (SPECIFY): _____</li> </ul>													
<b>WAITING PERIOD</b>		<b>WAITING PERIOD:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> STANDARD 30-DAY (12:01 A.M. LOCAL TIME)</li> <li><input type="checkbox"/> MAP REVISION – 1-DAY (12:01 A.M. LOCAL TIME, THE NEXT CALENDAR DAY)</li> <li><input type="checkbox"/> LOAN TRANSACTION – NO WAITING PERIOD (EFFECTIVE AT TIME OF LOAN CLOSING)</li> <li><input type="checkbox"/> POST-WILDFIRE – 1-DAY (12:01 A.M. LOCAL TIME, THE NEXT CALENDAR DAY)</li> <li><input type="checkbox"/> NONE – RATING CHANGE OR NON-PREMIUM CHANGE</li> </ul>													
	<b>SIGNATURE</b>	<b>ENDORSEMENT EFFECTIVE DATE:</b> _____ / _____ / _____													
<b>I declare under penalty of perjury that the foregoing is true and correct.</b>															
<b>AMOUNT DUE</b>	SIGNATURE OF INSURANCE AGENT/PRODUCER _____ DATE (MM/DD/YYYY) _____ SIGNATURE OF POLICYHOLDER (OPTIONAL) _____ DATE (MM/DD/YYYY) _____ SIGNATURE OF ASSIGNEE (FOR ASSIGNMENT ONLY) _____ DATE (MM/DD/YYYY) _____														
	<b>COMPONENTS OF THE TOTAL AMOUNT DUE</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">PRIOR ANNUAL COST</td> <td style="width: 33%; text-align: center;">+</td> <td style="width: 33%; text-align: right;">\$</td> </tr> <tr> <td>UPDATED ANNUAL COST</td> <td style="text-align: center;">+</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>PRO-RATA FACTOR</td> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td><b>TOTAL AMOUNT DUE</b></td> <td style="text-align: center;"><b>(+/-)</b></td> <td style="text-align: right;"><b>\$</b></td> </tr> </table>			PRIOR ANNUAL COST	+	\$	UPDATED ANNUAL COST	+	\$	PRO-RATA FACTOR		\$	<b>TOTAL AMOUNT DUE</b>	<b>(+/-)</b>	<b>\$</b>
	PRIOR ANNUAL COST	+	\$												
UPDATED ANNUAL COST	+	\$													
PRO-RATA FACTOR		\$													
<b>TOTAL AMOUNT DUE</b>	<b>(+/-)</b>	<b>\$</b>													
FEMA Form FF-206-FY-21-119 (formerly 086-0-3)		(05/2021) <small>PLEASE SUBMIT TOTAL AMOUNT DUE AND ALL REQUIRED CERTIFICATIONS WITH THE NFIP COPY OF THIS ENDORSEMENT. IF PAYING BY CHECK OR MONEY ORDER, MAKE PAYABLE TO THE NATIONAL FLOOD INSURANCE PROGRAM.</small>													

**ONLINE**

The current approved version of the NFIP Flood Insurance General Change Endorsement, FEMA Form 206-FY-21-119, is available at <https://www.fema.gov/flood-insurance/find-form/underwriting>

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

### **FLOOD INSURANCE GENERAL CHANGE ENDORSEMENT**

FEMA Form FF-206-FY-21-119 (formerly 086-0-3)

#### **NONDISCRIMINATION**

No person or organization shall be excluded from participation in, denied the benefits of, or subjected to discrimination under the Program authorized by the National Flood Insurance Act of 1968, on the grounds of race, color, creed, sex, age, or national origin.

#### **PRIVACY ACT**

**Authority:** 42 U.S.C. 4011 et seq. authorizes the collection of this information.

**Purpose:** FEMA will use this information to issue flood insurance policies provided through the National Flood Insurance Program.

**Routine Uses:** The information requested on this form may be shared externally as a "routine use" to other federal agencies, state governments, local governments, tribal governments, certain non-profit entities, private insurance companies participating in the Write Your Own Program, and their contractors to implement the National Flood Insurance Act of 1968. A complete list of the routine uses can be found in the system of records notice associated with this form, "DHS/FEMA-003 National Flood Insurance Program Files" (79 FR 28747). The Department's full list of system of records notices can be found on the Department's website at <http://www.dhs.gov/system-records-notices-sorns>.

**Disclosure:** Furnishing this information is voluntary. However, failure to furnish the requested information may delay or prevent the issuance of a flood insurance policy.

#### **PAPERWORK REDUCTION ACT NOTICE**

Public reporting burden for this form is estimated to average 6 minutes 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 the form. This collection of information is required to obtain or retain benefits. You are not required to submit to this collection of information unless it displays a valid OMB control number. 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 (FEMA), 500 C Street SW, Washington, DC 20472. **NOTE:** Do not send your completed form to this address.

### III. NFIP Flood Insurance Cancellation/Nullification Request Form

<b>U.S. DEPARTMENT OF HOMELAND SECURITY   FEDERAL EMERGENCY MANAGEMENT AGENCY</b> <b>National Flood Insurance Program</b> <b>Flood Insurance Cancellation/Nullification Request Form</b>			
<small>OMB No. 1660-0006   Expires May 31, 2024</small>			
<b>IMPORTANT – Please print or type; enter dates as MM/DD/YYYY.</b>			
<div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <b>POLICY PERIOD</b>            Policy Period is From _____ To _____             Cancellation Effective Date: _____         </div> <div style="flex: 1;"> <b>POLICYHOLDER INFORMATION</b>            Name and Mailing Address of Policyholder for Mailing Refund:             Phone No.: _____            Email Address: _____         </div> </div>			
<b>AGENT/PRODUCER INFORMATION</b> Agent/Producer Information for the Policy Being Canceled:  Agency No.: _____ Agent No.: _____ Phone No.: _____ Email Address: _____		<b>PROPERTY LOCATION</b> Property Address if Different from Policyholder's Mailing Address:  Phone No.: _____ Email Address: _____	
<b>FIRST MORTGAGEE INFORMATION</b> Name and Mailing Address of First Mortgagee:  Loan No.: _____		<b>SECOND MORTGAGEE/OTHER INFORMATION</b> Information Below is That of: <input type="checkbox"/> Second Mortgagee <input type="checkbox"/> Loss Payee <input type="checkbox"/> Other (Specify): _____	
<b>CANCELLATION REASON CODE</b> Please see all valid cancellation reason codes and requirements for their use in the "How to Cancel" section of the <i>NFIP Flood Insurance Manual</i> on the FEMA website. <a href="https://www.fema.gov/flood-insurance-manual">https://www.fema.gov/flood-insurance-manual</a> <div style="border: 1px solid black; width: 100%; height: 40px; margin-top: 10px;"></div>			
<b>REFUND</b> Make Refund Payable To (check one): <input type="checkbox"/> Policyholder <input type="checkbox"/> Payor <input type="checkbox"/> Agent (Reason Code 5 Only) Mail Refund To (check one): <input type="checkbox"/> Policyholder <input type="checkbox"/> Payor <input type="checkbox"/> Agent (Reason Code 5 or at Request of Policyholder)			
The above statements are correct to the best of my knowledge. I understand that any false statements may be punishable by fine and/or imprisonment under applicable federal law.			
<b>SIGNATURE</b> SIGNATURE OF POLICYHOLDER _____ DATE _____		SIGNATURE OF POLICYHOLDER _____ DATE _____	
SIGNATURE OF AGENT/PRODUCER _____ DATE _____			
FEMA Form FF-206-FY-21-118 (Formerly 086-0-2) <span style="float: right;">(05/2021)</span>			
<small>PLEASE ATTACH ALL REQUIRED DOCUMENTS TO NFIP COPY OF CANCELLATION/NULLIFICATION REQUEST FORM. SEND ORIGINAL TO NFIP, KEEP A COPY FOR YOUR RECORDS, AND PROVIDE COPIES TO THE POLICYHOLDER AND MORTGAGEE(S).</small>			

**ONLINE**

The current approved version of The NFIP Flood Insurance Cancellation/Nullification Request Form, FEMA Form 206-FY-21-118, is available at <https://www.fema.gov/flood-insurance/find-form/underwriting>

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

### FLOOD INSURANCE CANCELLATION/NULIFICATION REQUEST FORM

FEMA Form FF-206-FY-21-118 (formerly 086-0-2)

#### NONDISCRIMINATION

No person or organization shall be excluded from participation in, denied the benefits of, or subjected to discrimination under the Program authorized by the National Flood Insurance Act of 1968, on the grounds of race, color, creed, sex, age, or national origin.

#### PRIVACY ACT

**Authority:** 42 U.S.C. 4011 et seq. authorizes the collection of this information.

**Purpose:** FEMA will use this information to issue flood insurance policies provided through the National Flood Insurance Program.

**Routine Uses:** The information requested on this form may be shared externally as a "routine use" to other federal agencies, state governments, local governments, tribal governments, certain non-profit entities, private insurance companies participating in the Write Your Own Program, and their contractors to implement the National Flood Insurance Act of 1968. A complete list of the routine uses can be found in the system of records notice associated with this form, "DHS/FEMA-003 National Flood Insurance Program Files" (79 FR 28747). The Department's full list of system of records notices can be found on the Department's website at <http://www.dhs.gov/system-records-notices-sorns>.

**Disclosure:** Furnishing this information is voluntary. However, failure to furnish the requested information may delay or prevent the issuance of a flood insurance policy.

#### PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this form is estimated to average 6 minutes 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 the form. This collection of information is required to obtain or retain benefits. You are not required to submit to this collection of information unless it displays a valid OMB control number. 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 (FEMA), 500 C Street SW, Washington, DC 20472. **NOTE:** Do not send your completed form to this address.

### IV. NFIP Residential Basement Floodproofing Certificate

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

OMB No.: 1660-0033  
Expiration: 06/30/2024

#### Residential Basement Floodproofing Certificate

##### PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 3.25 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 Residential Basement Floodproofing Certificate. You are not required to respond to this collection of information unless a valid OMB control number is displayed in the upper right corner of this Residential Basement Floodproofing Certificate. 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 (1660-0033). **NOTE: Do not send your completed form to this address.**

##### Privacy Act Statement

##### AUTHORITY

National Flood Insurance Act of 1968, as amended (42 U.S.C. § 4001 et seq.).

##### PRINCIPAL PURPOSE(S)

This information is being collected for two primary purposes. First, for community use in documenting compliance with floodplain management ordinances, where records are maintained by the community. Second, for flood insurance purposes of estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas. Records are located at the facility that underwrites and administers the policy (Write Your Own (WYO) companies or the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP) Direct).

##### ROUTINE USE(S)

When this form is maintained by FEMA and is used in conjunction with the application and maintenance of a flood insurance policy, the information requested on this form may be shared externally as a "routine use" to authorized WYO companies receiving transferred policies, to assist the Department of Homeland Security (DHS)/FEMA in estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas. A complete list of the routine uses can be found in the system of records notice associated with this form, "DHS/FEMA-003 - National Flood Insurance Program Files 79 Fed. Reg. 28,747 (May 19, 2014); and upon written request, written consent, by agreement, or as required by law. The Department's full list of system of records notices can be found on the Department's website at <http://www.dhs.gov/system-records-notices-sorns>.

##### DISCLOSURE

The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program, or the building being subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

## Appendix B: Forms

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

OMB No.: 1660-0033  
Expiration: 06/30/2024

### Residential Basement Floodproofing Certificate

BUILDING OWNER'S NAME		FOR INSURANCE COMPANY USE					
		POLICY NUMBER					
BUILDING STREET ADDRESS ( <i>Including Apt., Unit Number</i> )		COMPANY NAIC NUMBER					
OTHER DESCRIPTION ( <i>Lot and Block Numbers, etc.</i> )							
CITY		STATE	ZIPCODE				
<b>SECTION I - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION</b>							
Provide the following from the FIRM and flood profile ( <i>from Flood Insurance Study</i> )							
COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	ZONE	BASE FLOOD ELEVATION (In AO Zones, Use depth)	NAME OF FLOODING SOURCE(S) AFFECTING BUILDING	
Indicate elevation datum used for Base Flood Elevation shown above: <input type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____							
<b>SECTION II - FLOODPROOFED ELEVATION CERTIFICATION</b> ( <i>By a Registered Professional Land Surveyor, Engineer, or Architect</i> )							
All elevations must be based on finished construction.							
Floodproofing Elevation Information for Zones A1-30, AE, AH, AO:							
Building is floodproofed to an elevation of _____ feet. (In Puerto Rico only: _____ meters.) <i>(Elevation datum used must be the same as that on the FIRM.)</i>							
Elevation of the top of the basement floor is _____ feet. (In Puerto Rico only: _____ meters.)							
Lowest adjacent (finished) grade next to the building (LAG): _____ feet. (In Puerto Rico only: _____ meters.)							
Highest adjacent (finished) grade next to the building (HAG): _____ feet. (In Puerto Rico only: _____ meters.)							
Indicate elevation datum used for Section II: <input type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____							
(NOTE: For insurance rating purposes, the building's floodproofed elevation must be at least 1 foot above the Base Flood Elevation to receive rating credit. If the building is floodproofed only to the Base Flood Elevation, then the building's insurance rating will result in a higher premium.)							
Section II 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 in Section II on this Certificate represents a true and accurate interpretation and determination by the undersigned using the available information and data. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.							
CERTIFIER'S NAME		LICENSE NUMBER (or affix Seal)					
TITLE		COMPANY NAME					
ADDRESS		CITY	STATE				ZIP CODE
SIGNATURE		PHONE NO.	DATE				

Place Seal Here

## Appendix B: Forms

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

OMB No.: 1660-0033  
Expiration: 06/30/2024

### Residential Basement Floodproofing Certificate *continued*

BUILDING STREET ADDRESS (*Including Apt., Unit Number*)

CITY

STATE

ZIPCODE

#### SECTION III - FLOODPROOFING CERTIFICATION (*By a Registered Professional Engineer or Architect*)

##### Residential Floodproofed Basement Construction Certification:

I certify the structure, based upon development and/or review of the design, specifications, as-built drawings for construction and physical inspection, has been designed and constructed in accordance with the accepted standards of practice (ASCE 24-05, ASCE 24-14, or their equivalent) and any alterations also meet those standards and the following provisions.

- Basement area, together with attendant utilities and sanitary facilities, is watertight to the floodproofing design elevation with walls that are impermeable to the passage of water without human intervention; and
- Basement walls and floor are capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy resulting from flooding to the floodproofing design elevation; and have been designed so that minimal damage will occur from floods that exceed the floodproofing design elevation; and
- Building design, including the floodproofing design elevation, complies with community requirements; and
- Soil or fill adjacent to the structure is compacted and protected against erosion and local scour (in accordance with ASCE 24).

I certify that the information in Section III on this certificate represents a true and accurate determination by the undersigned using the available information and data. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME <input type="text"/>	LICENSE NUMBER ( <i>or affix Seal</i> ) <input type="text"/>		
TITLE <input type="text"/>	COMPANY NAME <input type="text"/>		
ADDRESS <input type="text"/>	CITY <input type="text"/>	STATE <input type="text"/>	ZIP CODE <input type="text"/>
SIGNATURE <input type="text"/>	PHONE NO. <input type="text"/>	DATE <input type="text"/>	

Place Seal Here

Copies of this certificate must be given to: 1) the community official; 2) the insurance agent; and 3) the building owner.

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

OMB No.: 1660-0033  
Expiration: 06/30/2024

### Residential Basement Floodproofing Certificate *continued*

#### Instructions for Completing the Residential Basement Floodproofing Certificate

To receive credit for floodproofing, a completed Residential Basement Floodproofing Certificate is required for residential buildings with basements in Regular Program communities, located in zones A1-A30, AE, AR, AR Dual, AO, AH, and A with BFE.

The communities must have been specifically approved and authorized by FEMA to receive residential basement floodproofing rating credit. Approved communities are listed in Appendix K of the *NFIP Flood Insurance Manual*, available on the FEMA website at <https://www.fema.gov/flood-insurance-manual>.

When applying for flood insurance, the following information must be provided with the completed Residential Basement Floodproofing Certificate:

- The Flood Insurance Application
- At least two photographs of the building.

## V. NFIP Floodproofing Certificate for Non-Residential Structures

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

OMB No.: 1660-0008  
Expiration: 11/30/2022

### FLOODPROOFING CERTIFICATE FOR NON-RESIDENTIAL STRUCTURES

#### Paperwork Burden Disclosure Notice

Public reporting burden for this data collection is estimated to average 3.25 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 20742, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

**General:** This information is provided pursuant to Public Law 96-511 (the Paperwork Reduction Act of 1980, as amended), dated December 11, 1980, to allow the public to participate more fully and meaningfully in the Federal paperwork review process.

**Authority:** Public Law 96-511, amended; 44 U.S.C. 3507; and 5 CFR 1320.

#### Privacy Act Statement

**Authority:** Title 44 CFR § 61.7 and 61.8.

**Principal Purpose(s):** This information is being collected for the primary purpose of estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

**Routine Use(s):** The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2008); and upon written request, written consent, by agreement, or as required by law.

**Disclosure:** The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or being subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

#### Purpose of the Floodproofing Certificate for Non-Residential Structures

Under the National Flood Insurance Program (NFIP), the floodproofing of non-residential buildings may be permitted as an alternative to elevating to or above the Base Flood Elevation (BFE). A floodproofing design certification is required for non-residential structures that are floodproofed. This form is to be used for that certification.

A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Before a floodproofed building is designed, numerous planning considerations, including flood warning time, uses of the building, mode of entry to and exit from the building and the site in general, floodwater velocities, flood depths, debris impact potential, and flood frequency, must be addressed to ensure that dry floodproofing will be a viable floodplain management measure.

The minimum NFIP requirement is to floodproof a building to the BFE. However, when it is rated for flood insurance one-foot is subtracted from the floodproofed elevation. Therefore, a building has to be floodproofed to one foot above the BFE to receive the same favorable flood insurance rates as a building elevated to the BFE.

Additional guidance can be found in FEMA Publication 936, Floodproofing Non-Residential Buildings (2013), available on FEMA's website at <https://www.fema.gov/media-library/assets/documents/34270>.

#### ONLINE

The NFIP Floodproofing Certificate for Non-Residential Structures, FEMA Form 086-0-34, is available at <https://www.fema.gov/flood-insurance/find-form/underwriting>

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

OMB No.: 1660-0008  
 Expiration: 11/30/2022

### FLOODPROOFING CERTIFICATE FOR NON-RESIDENTIAL STRUCTURES

The floodproofing of non-residential buildings may be permitted as an alternative to elevating to or above the Base Flood Elevation; however, a floodproofing design certification is required. This form is to be used for that certification. Floodproofing of a residential building does not alter a community's floodplain management elevation requirements or affect the insurance rating unless the community has been issued an exception by FEMA to allow floodproofed residential basements. The permitting of a floodproofed residential basement requires a separate certification specifying that the design complies with the local floodplain management ordinance.

BUILDING OWNER'S NAME

FOR INSURANCE COMPANY USE

POLICY NUMBER

STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. Number) OR P.O. ROUTE AND BOX NUMBER

COMPANY NAIC NUMBER

OTHER DESCRIPTION (Lot and Block Numbers, etc.)

CITY

STATE

Zip Code

#### SECTION I – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Provide the following from the proper FIRM:

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM INDEX	FIRM ZONE	BASE FLOOD ELEVATION (in AO Zones, Use Depth)

Indicate elevation datum used for Base Flood Elevation shown above:  NGVD 1929  NAVD 1988  Other/Source: \_\_\_\_\_

#### SECTION II – FLOODPROOFED ELEVATION CERTIFICATION (By a Registered Professional Land Surveyor, Engineer, or Architect)

All elevations must be based on finished construction.

##### Floodproofing Elevation Information:

Building is floodproofed to an elevation of \_\_\_\_\_ . \_\_\_\_\_ feet (In Puerto Rico only: \_\_\_\_\_ . \_\_\_\_\_ meters).

NGVD 1929  NAVD 1988  Other/Source: \_\_\_\_\_

(Elevation datum used must be the same as that used for the Base Flood Elevation.)

Height of floodproofing on the building above the lowest adjacent grade is \_\_\_\_\_ feet (In Puerto Rico only: \_\_\_\_\_ meters).

##### For Unnumbered A Zones Only:

Highest adjacent (finished) grade next to the building (HAG) \_\_\_\_\_ . \_\_\_\_\_ feet (In Puerto Rico only: \_\_\_\_\_ . \_\_\_\_\_ meters).

NGVD 1929  NAVD 1988  Other/Source: \_\_\_\_\_

(NOTE: For insurance rating purposes, the building's floodproofed design elevation must be at least 1 foot above the Base Flood Elevation to receive rating credit. If the building is floodproofed only to the Base Flood Elevation, then the building's insurance rating will result in a higher premium. See the Instructions section for information on documentation that must accompany this certificate if being submitted for flood insurance rating purposes.)

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

OMB No.: 1660-0008  
 Expiration: 11/30/2022

### FLOODPROOFING CERTIFICATE FOR NON-RESIDENTIAL STRUCTURES

#### Non-Residential Floodproofed Elevation Information Certification:

Section II 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 in Section II on this Certificate represents a true and accurate interpretation and determination by the undersigned using the available information and data. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

CERTIFIER'S NAME	LICENSE NUMBER (or Affix Seal)		
TITLE	COMPANY NAME		
ADDRESS	CITY	STATE	ZIP CODE
SIGNATURE	DATE	PHONE	
PLACE SEAL HERE			

#### SECTION III – FLOODPROOFED CERTIFICATION (By a Registered Professional Engineer or Architect)

#### Non-Residential Floodproofed Construction Certification:

*I certify the structure, based upon development and/or review of the design, specifications, as-built drawings for construction and physical inspection, has been designed and constructed in accordance with the accepted standards of practice (ASCE 24-05, ASCE 24-14 or their equivalent) and any alterations also meet those standards and the following provisions.*

The structure, together with attendant utilities and sanitary facilities is watertight to the floodproofed design elevation indicated above, is substantially impermeable to the passage of water, and shall perform in accordance with the 44 Code of Federal Regulations (44 CFR 60.3(c)(3)).

All structural components are capable of resisting hydrostatic and hydrodynamic flood forces, including the effects of buoyancy, and anticipated debris impact forces.

*I certify that the information in Section III on this certificate represents a true and accurate determination by the undersigned using the available information and data. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

CERTIFIER'S NAME	LICENSE NUMBER (or Affix Seal)		
TITLE	COMPANY NAME		
ADDRESS	CITY	STATE	ZIP CODE
SIGNATURE	DATE	PHONE	
PLACE SEAL HERE			

Copy all pages of this Floodproofing Certificate and all attachments for 1) community official, 2) insurance agent/company, and 3) building owner.

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

OMB No.: 1660-0008  
Expiration: 11/30/2022

### FLOODPROOFING CERTIFICATE FOR NON-RESIDENTIAL STRUCTURES

#### Instructions for Completing the Floodproofing Certificate for Non-Residential Structures

To receive credit for floodproofing, a completed Floodproofing Certificate for Non-Residential Structures is required for non-residential and business buildings in the Regular Program communities, located in zones A1–A30, AE, AR, AR Dual, AO, AH, and A with BFE.

In order to ensure compliance and provide reasonable assurance that due diligence had been applied in designing and constructing floodproofing measures, the following information must be provided with the completed Floodproofing Certificate:

- Photographs of shields, gates, barriers, or components designed to provide floodproofing protection to the structure.
- Written certification that all portions of the structure below the BFE that will render it watertight or substantially impermeable to the passage of water and must perform in accordance with Title 44 Code of Federal Regulations (44 CFR 60.3 (c)(3)).
- A comprehensive Maintenance Plan for the entire structure to include but not limited to:
  - Exterior envelope of the structure
  - All penetrations to the exterior of the structure
  - All shields, gates, barriers, or components designed to provide floodproofing protection to the structure
  - All seals or gaskets for shields, gates, barriers, or components
  - Location of all shields, gates, barriers, and components as well as all associated hardware, and any materials or specialized tools necessary to seal the structure.

## VI. NFIP Elevation Certificate and Instructions



# FEMA

*NATIONAL FLOOD INSURANCE PROGRAM*

## ELEVATION CERTIFICATE

AND

INSTRUCTIONS

2019 EDITION

**ONLINE**

The NFIP Elevation Certificate and Instructions, FEMA Form 086-0-33, is available at  
<https://www.fema.gov/flood-insurance/find-form/underwriting>

OMB No. 1660-0008  
Expiration Date: November 30, 2022

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

### ELEVATION CERTIFICATE AND INSTRUCTIONS

#### 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 20742, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

#### Privacy Act Statement

**Authority:** Title 44 CFR § 61.7 and 61.8.

**Principal Purpose(s):** This information is being collected for the primary purpose of estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

**Routine Use(s):** The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2006); and upon written request, written consent, by agreement, or as required by law.

**Disclosure:** The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or the applicant may be subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

#### 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 <https://www.fema.gov/media-library/assets/documents/3539?id=1727>.

## Appendix B: Forms

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

OMB No. 1660-0008  
Expiration Date: November 30, 2022

### ELEVATION CERTIFICATE

**Important:** Follow the instructions on pages 1–9.

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

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):					
a) Square footage of crawlspace or enclosure(s) _____ sq ft					
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____					
c) Total net area of flood openings in A8.b _____ sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No					
A9. For a building with an attached garage:					
a) Square footage of attached garage _____ sq ft					
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____					
c) Total net area of flood openings in A9.b _____ sq in					
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 <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____					
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____					
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					

## Appendix B: Forms

<b>ELEVATION CERTIFICATE</b>		
OMB No. 1660-0008 Expiration Date: November 30, 2022		
<b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>		
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
<b>SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)</b>		
<p>C1. Building elevations are based on: <input type="checkbox"/> Construction Drawings*   <input type="checkbox"/> Building Under Construction*   <input type="checkbox"/> Finished Construction</p> <p>*A new Elevation Certificate will be required when construction of the building is complete.</p> <p>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. In Puerto Rico only, enter meters.</p> <p>Benchmark Utilized: _____ Vertical Datum: _____</p> <p>Indicate elevation datum used for the elevations in items a) through h) below.</p> <p><input type="checkbox"/> NGVD 1929   <input type="checkbox"/> NAVD 1988   <input type="checkbox"/> Other/Source: _____</p> <p>Datum used for building elevations must be the same as that used for the BFE.</p>		
Check the measurement used.		
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	<input type="checkbox"/> feet	<input type="checkbox"/> meters
b) Top of the next higher floor	<input type="checkbox"/> feet	<input type="checkbox"/> meters
c) Bottom of the lowest horizontal structural member (V Zones only)	<input type="checkbox"/> feet	<input type="checkbox"/> meters
d) Attached garage (top of slab)	<input type="checkbox"/> feet	<input type="checkbox"/> meters
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
f) Lowest adjacent (finished) grade next to building (LAG)	<input type="checkbox"/> feet	<input type="checkbox"/> meters
g) Highest adjacent (finished) grade next to building (HAG)	<input type="checkbox"/> feet	<input type="checkbox"/> meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	<input type="checkbox"/> feet	<input type="checkbox"/> meters
<b>SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION</b>		
<p>This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. <i>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.</i></p>		
<p>Were latitude and longitude in Section A provided by a licensed land surveyor? <input type="checkbox"/> Yes   <input type="checkbox"/> No   <input type="checkbox"/> Check here if attachments.</p>		
Certifier's Name		License Number
Title		
Company Name		
Address		
City	State	ZIP Code
Signature	Date	Telephone
Ext.		
<p>Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.</p> <p>Comments (including type of equipment and location, per C2(e), if applicable)</p>		
Place Seal Here		
FEMA Form 086-0-33 (12/19)		Replaces all previous editions.
		Form Page 2 of 6

<b>ELEVATION CERTIFICATE</b>			OMB No. 1660-0008 Expiration Date: November 30, 2022
<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
<b>SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)</b>			
<p>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.</p> <p>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).</p> <p>a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ <input type="checkbox"/> feet <input type="checkbox"/> meters <input type="checkbox"/> above or <input type="checkbox"/> below the HAG.</p> <p>b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ <input type="checkbox"/> feet <input type="checkbox"/> meters <input type="checkbox"/> above or <input type="checkbox"/> below the LAG.</p> <p>E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ <input type="checkbox"/> feet <input type="checkbox"/> meters <input type="checkbox"/> above or <input type="checkbox"/> below the HAG.</p> <p>E3. Attached garage (top of slab) is _____ <input type="checkbox"/> feet <input type="checkbox"/> meters <input type="checkbox"/> above or <input type="checkbox"/> below the HAG.</p> <p>E4. Top of platform of machinery and/or equipment servicing the building is _____ <input type="checkbox"/> feet <input type="checkbox"/> meters <input type="checkbox"/> above or <input type="checkbox"/> below the HAG.</p> <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown. The local official must certify this information in Section G.</p>			
<b>SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION</b>			
<p>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.</p> <p>Property Owner or Owner's Authorized Representative's Name</p>			
Address	City	State	ZIP Code
Signature	Date	Telephone	
Comments			
<input type="checkbox"/> Check here if attachments.			

### ELEVATION CERTIFICATE

OMB No. 1660-0008  
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<b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>			<b>FOR INSURANCE COMPANY USE</b>
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
<b>SECTION G – COMMUNITY INFORMATION (OPTIONAL)</b>			
<p>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–G10. In Puerto Rico only, enter meters.</p>			
<p>G1. <input type="checkbox"/> 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.)</p> <p>G2. <input type="checkbox"/> A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.</p> <p>G3. <input type="checkbox"/> The following information (Items G4–G10) is provided for community floodplain management purposes.</p>			
G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate of Compliance/Occupancy Issued	
<p>G7. This permit has been issued for: <input type="checkbox"/> New Construction <input type="checkbox"/> Substantial Improvement</p> <p>G8. Elevation of as-built lowest floor (including basement) of the building: _____ <input type="checkbox"/> feet <input type="checkbox"/> meters Datum _____</p> <p>G9. BFE or (in Zone AO) depth of flooding at the building site: _____ <input type="checkbox"/> feet <input type="checkbox"/> meters Datum _____</p> <p>G10. Community's design flood elevation: _____ <input type="checkbox"/> feet <input type="checkbox"/> meters Datum _____</p>			
Local Official's Name		Title	
Community Name		Telephone	
Signature		Date	
Comments (including type of equipment and location, per C2(e), if applicable)			
<input type="checkbox"/> Check here if attachments.			

<b>ELEVATION CERTIFICATE</b>		<b>BUILDING PHOTOGRAPHS</b> See Instructions for Item A6.	OMB No. 1660-0008 Expiration Date: November 30, 2022
<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
<p>If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 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." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.</p>			
<b>Photo One</b>			
Photo One Caption		Photo One	
		Clear Photo One	
<b>Photo Two</b>			
Photo Two Caption		Photo Two	
		Clear Photo Two	
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		Form Page 5 of 6	

<b>ELEVATION CERTIFICATE</b>		<b>BUILDING PHOTOGRAPHS</b> Continuation Page	OMB No. 1660-0008 Expiration Date: November 30, 2022
<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
<p>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." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.</p>			
<p style="text-align: center; margin-top: 0;"><b>Photo Three</b></p>			
Photo Three Caption		Photo Three <input type="button" value="Clear Photo Three"/>	
<p style="text-align: center; margin-top: 0;"><b>Photo Four</b></p>			
Photo Four Caption		Photo Four <input type="button" value="Clear Photo Four"/>	
FEMA Form 086-0-33 (12/19)		Replaces all previous editions.	
		Form Page 6 of 6	

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

OMB No. 1660-0008  
Expiration Date: November 30, 2022

### 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 5 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 2 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 2 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" × 3". 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

### Instructions for Completing the Elevation Certificate (continued)

on pages 8–9. Diagrams 2A, 2B, 4, and 9 should be used for a building constructed with a crawlspace floor that is below the exterior grade on all sides.

**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 "N/A" for not applicable 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 "N/A" for not applicable 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](https://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-status-book), available on FEMA's web site at <https://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-status-book>, or call 1-800-358-9616.

### Instructions for Completing the Elevation Certificate (continued)

**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 4-digit map number. For maps not in a county-wide format, enter the "Community Panel Number" shown on the FIRM.

**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 1 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 <https://www.fema.gov/national-flood-insurance-program/coastal-barrier-resources-system>.

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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

### Instructions for Completing the Elevation Certificate (continued)

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 3 cases, use the Comments area of Section D to provide the elevation and a brief description of how the elevation was obtained.

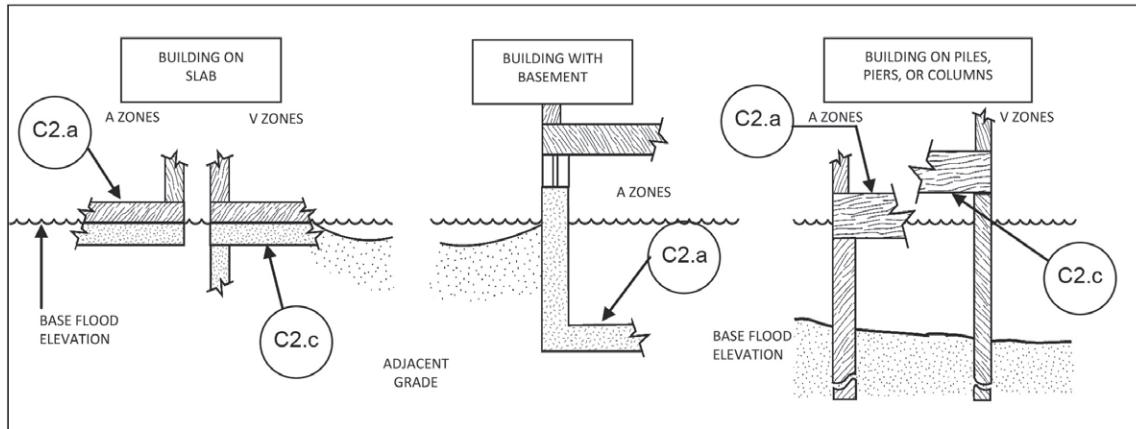
**Item C1.** Indicate whether the elevations to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first 2 choices, a post-construction Elevation Certificate will be required when construction is complete. If the building 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 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



### Instructions for Completing the Elevation Certificate (continued)

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 1 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.*

**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 to provide datum, elevation, openings, or other relevant information not specified elsewhere on the certificate.

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### SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND 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.*

### Instructions for Completing the Elevation Certificate (continued)

**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 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 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.

## Appendix B: Forms

### Building Diagrams

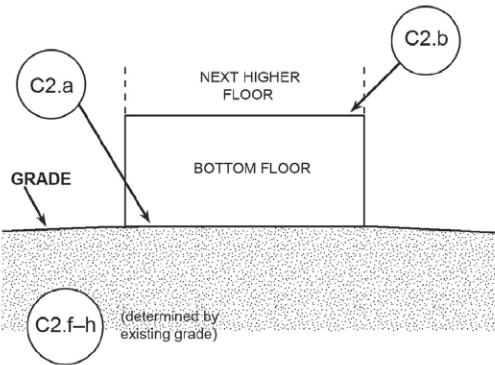
The following diagrams illustrate various types of buildings. Compare the features of the building being certified with the features shown in the diagrams and select the diagram most applicable. Enter the diagram number in Item A7, the square footage of crawlspace or enclosure(s) and the area of flood 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).

**DIAGRAM 1A**

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.

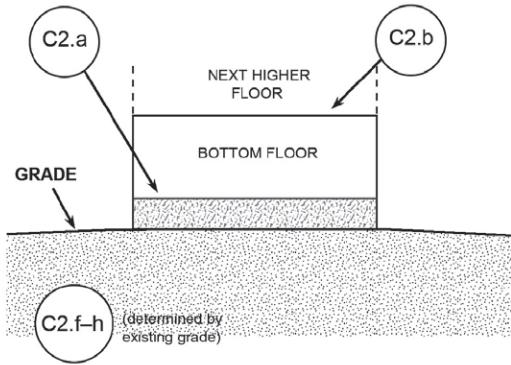
**Distinguishing Feature** – The bottom floor is at or above ground level (grade) on at least 1 side.\*



**DIAGRAM 1B**

All raised-slab-on-grade or slab-on-stem-wall-with-fill single- and multiple-floor buildings (other than split-level), either detached or row type (e.g., townhouses); with or without attached garage.

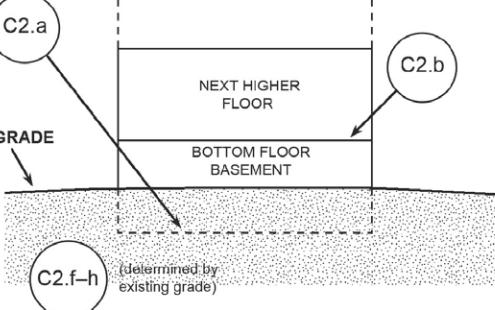
**Distinguishing Feature** – The bottom floor is at or above ground level (grade) on at least 1 side.\*



**DIAGRAM 2A**

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.

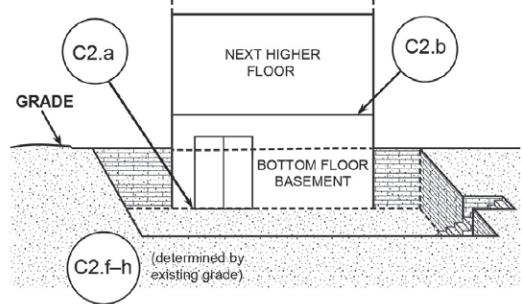
**Distinguishing Feature** – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.\*



**DIAGRAM 2B**

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.

**Distinguishing Feature** – The bottom floor (basement or underground garage) is below ground level (grade) on all sides; most of the height of the walls is below ground level on all sides; and the door and area of egress are also below ground level on all sides.\*



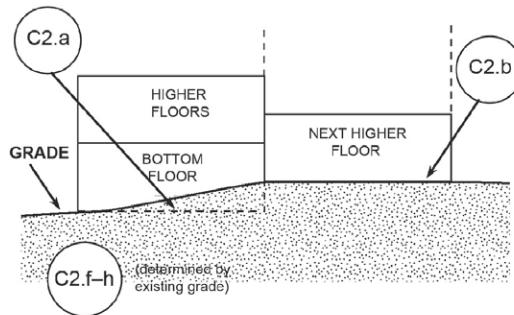
\* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

### Building Diagrams

**DIAGRAM 3**

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

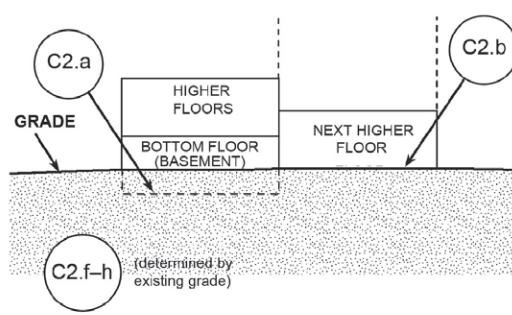
**Distinguishing Feature** – The bottom floor (excluding garage) is at or above ground level (grade) on at least 1 side.\*



**DIAGRAM 4**

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

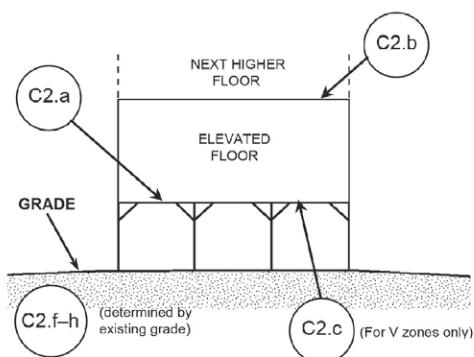
**Distinguishing Feature** – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.\*



**DIAGRAM 5**

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

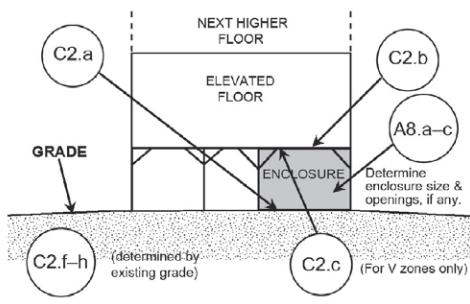
**Distinguishing Feature** – For all zones, the area below the elevated floor is open, with no obstruction to flow of floodwaters (open lattice work and/or insect screening is permissible).



**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.

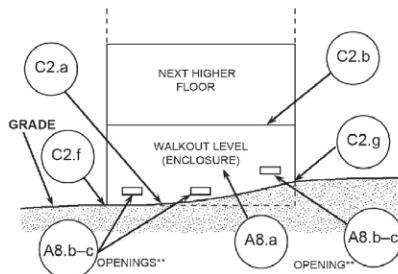
\*\* An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch 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 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 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.

### Building Diagrams

**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 1 side is at or above grade. The principal use of this building is located in the elevated floors of the building.

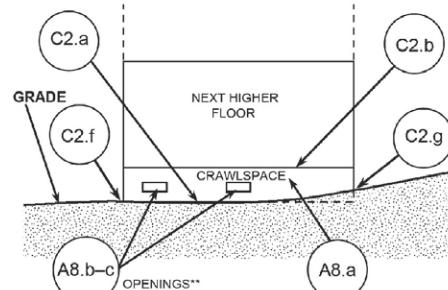
**Distinguishing Feature** – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings\*\* present in the walls of the enclosure. Indicate information about enclosure size 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 1 side, with or without an attached garage.

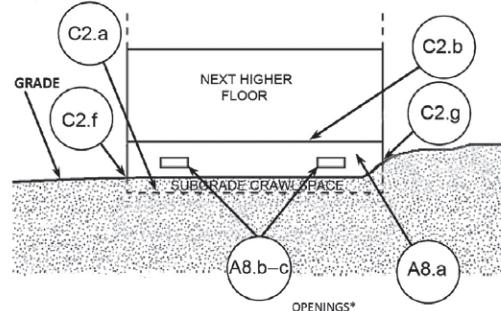
**Distinguishing Feature** – For all zones, the area below the first floor is enclosed by solid or partial perimeter walls. In all A zones, the crawlspace is with or without openings\*\* present in the walls of the crawlspace. Indicate information about crawlspace size and openings in Section A – Property 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 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 2A or 2B.)



\* 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 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 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 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 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.

# Appendix C: Quick Start Guide

This is a quick reference guide to assist with completing the Flood Insurance Application Form. It covers primary rating factors required to obtain a premium. For additional information, see the detailed guidance in Section 3: How to Write.

## I. Agency Number/Agent Number

- For Agency Number, type in the agency's National Producer Number (NPN)
- For Agent Number, type in the agent's NPN

## II. Property Address

The property address should be provided as a standard street address whenever possible. The street address is the best and preferred method. If a street address is unavailable, a descriptive address in the form of a rural route or a legal description is acceptable.

In some instances, FEMA may require the latitude and longitude. Latitude denotes the north and south coordinates of the location, and longitude measures the east and west coordinates. Agents (or insurers) can obtain the latitude and longitude for a property from an Elevation Certificate (EC), a flood zone determination, or one of the free geolocation services available on the internet.

## III. Building Occupancy, Policy Form, and Coverage Amounts

**Table 1** below provides the building occupancy, policy form, and maximum coverage limits available under the Regular Program.

Policies may carry building coverage not to exceed the lesser of:

- The building's replacement cost value; or
- The maximum amount of coverage established by statute and regulation for each Building Occupancy as shown below.

**Table 1. Building Occupancy, Policy Form, and Coverage Amounts**

Building Occupancy	Policy Form	Building Coverage	Contents Coverage
Single-Family Dwelling			
Single-Family Home	Dwelling	\$250,000	\$100,000
Residential Manufactured/ Mobile Home	Dwelling	\$250,000	\$100,000
Residential Unit <sup>1</sup>			
Residential Condominium Unit (in Residential Building)	Dwelling	\$250,000	\$100,000
All Other Building Descriptions	Dwelling	NA	\$100,000

1. For a Residential Unit, building coverage is only available if it is a residential condominium unit in a residential building. A Dwelling Form policy on a Residential Unit in a cooperative or apartment building cannot provide building coverage, only contents coverage. Likewise, a Dwelling Form policy for a Residential Unit in a non-residential condominium building can only provide contents coverage.

**Table 1. Building Occupancy, Policy Form, and Coverage Amounts** *continued*

<b>Building Occupancy</b>	<b>Policy Form</b>	<b>Building Coverage</b>	<b>Contents Coverage</b>
<b>Multifamily Building</b>			
<b>Two-to-Four Family Building</b>	Dwelling	\$250,000	\$100,000
<b>Other Residential Building</b>	General Property	\$500,000	\$100,000
<b>Residential Condominium Building</b>			
<b>Residential Condominium Building<sup>2</sup></b>	RCBAP	Not to exceed the lesser of: <ul style="list-style-type: none"> <li>• The building's replacement cost value; or</li> <li>• Total number of units × \$250,000.</li> </ul>	\$100,000
<b>Non-Residential</b>			
<b>Non-Residential Building</b>	General Property	\$500,000	\$500,000
<b>Non-Residential Manufactured/Mobile Building</b>	General Property	\$500,000	\$500,000
<b>Non-Residential Unit</b>	General Property	NA	\$500,000

**Note:** For more information on the occupancy types, see the Building Occupancy heading in Section 3: How to Write.

## IV. Building Description

Select the box that best indicates the building's description. For more information on the descriptions, see the Building Description heading in Section 3: How to Write.

## V. Foundation Type

Select one of the six different foundation types that best describes the building.

- **Slab on Grade (Non-Elevated)** – A non-elevated building whose foundation is slab-on-grade or slab-on-stem wall with fill.
- **Basement (Non-Elevated)** – A non-elevated building that has a floor or any area of the building, including any sunken room or portion of a room, below the ground level (subgrade) on all sides.
- **Crawlspace (Elevated or Non-Elevated Subgrade Crawlspace)** – A building that has its lowest floor raised above the ground by a crawlspace.
- **Elevated without Enclosure on Posts, Piles, or Piers** – A building that has its lowest floor raised above the ground by posts, piles, piers, columns, or parallel shear walls with no enclosure below the lowest elevated floor.

2. Residential Condominium Building insured under the RCBAP Form. If a residential condominium building is ineligible for the Residential Condominium Building occupancy and RCBAP Form, see the Condominium Rating Information heading in this section (Scenario #1) for information on what building occupancy to select. The building occupancy determines the applicable maximum coverage limits.

- **Elevated with Enclosure on Posts, Piles, or Piers** – A building that has its lowest floor raised above the ground by posts, piles, piers, columns, or parallel shear walls with a full or partial enclosure below the elevated floor.
- **Elevated with Enclosure Not on Posts, Piles, or Piers (Solid Foundation Walls)** – A building that has its lowest floor raised above the ground by foundation walls (solid perimeter walls) with a full floor enclosure.

## VI. Proper Flood Openings

If the foundation type is elevated with a crawlspace or enclosure, then answer the applicable questions below.

1. *Is the enclosure/crawlspace constructed with proper flood openings or engineered openings?*

Select YES or NO.

2. *If Yes, enter the total number of flood openings.*

**Minimum requirement:** Two openings positioned on at least two exterior walls and the bottom of all openings are no higher than one foot above the higher of the exterior or interior adjacent grade or floor immediately below the openings. The openings must have a total net area of not less than one square inch for every one square foot of enclosed area.

3. *Total area of all permanent openings (in square inches).*

Enter the total square inches of openings.

4. *Total enclosed area (in square feet).*

Enter the total square footage of the entire enclosed area.

## VII. First Floor Height Determination

FEMA will determine the building's First Floor Height (FFH) value using application information and various data sets. The policyholder has the option to provide an EC or land survey to provide another FFH value. If so, FEMA's system will apply the FFH value that is most beneficial to the policyholder.

If using an EC (optional) to provide a FFH value, the following fields must be entered:

### Completing the Application Form Using Section C of the EC

1. Enter the EC date.
2. Enter the Building Diagram Number (section A7. of the EC).
3. Enter the Lowest Adjacent Grade (LAG) (section C2f. of the EC).
4. Enter the Lowest Floor Elevation (LFE). See the Elevation Certificate/Land Survey heading in Section 3: How to Write for detailed guidance.
5. Enter the First Floor Height (FFH) in feet. The FFH is the difference between the LAG and LFE.

### Completing the Application Form Using Section E of the EC

1. Enter the EC date.

### Completing the Application Form Using Section E of the EC

2. Enter the Building Diagram Number (section A7. of the EC).
3. Enter the First Floor Height. See the Elevation Certificate/Land Survey heading in Section 3: How to Write for detailed guidance.

The final two fields of the First Floor Height Determination portion of the Application Form are completed by FEMA's system when the quote is returned to the insurer.

- **First Floor Height Used (In Feet).** FEMA's system will recognize the highest value between the FEMA Determined FFH and the EC FFH, enter it in this field, and use that value for rating purposes.
- **Method Used to Determine First Floor Height.** FEMA's system will enter either FEMA Determined or Elevation Certificate depending on which returned the highest FFH value.

## VIII. Building Characteristics

### A. Building Under Construction

Select YES if the building is under construction, including if the building is not walled and roofed; otherwise, select NO.

### B. Date of Construction

Enter the date of construction (month/day/year), which is the date that the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date.

### C. Has the Building Been Substantially Improved?

Select YES if the building has been substantially improved. Substantial improvement is 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; otherwise, select NO.

### D. Construction Type

If the building is a Single-Family Home, determine the building's Construction Type based on the construction used for the wall on the buildings first floor.

- **Frame:**
  - The first floor above ground level is constructed with wood or metal frame walls; or
  - Other materials such as exterior brick or masonry veneer are connected to frame constructions.
- **Masonry:**
  - The first floor above ground level is constructed with masonry including brick, or concrete block walls for the full story; or
  - Building has a floor below the ground (for example basement or walkout basement); or
  - Bottom floor is masonry and the next higher floor has solid frame walls.

- **Other:**

- The first floor above ground level is constructed with materials other than wood frame walls or masonry walls for the full story; or
- Any portion of the wall between ground level and next higher floor is frame construction (for example, “knee walls” whose lower wall is concrete block with frame wall on the higher portion).

### E. Is Building Properly Floodproofed?

Floodproofing may be an alternative to elevating a building to or above the BFE; however, the NFIP requires a Floodproofing Certificate to consider floodproofing mitigation measures in rating a building. Certified floodproofing may result in a lower premium. Select YES if the building is floodproofed; otherwise, select NO. If YES, submit the completed Floodproofing Certificate. See the Floodproofing heading in Section 3: How to Write for additional floodproofing requirements.

### F. Is the Building Eligible for the Machinery and Equipment Mitigation Discount?

Policyholders may receive a mitigation discount if certain covered Machinery and Equipment (M&E) servicing the building, inside or outside the building, is elevated to at least the elevation of the floor above the building’s first floor. Depending on the foundation type option selected, the building’s first floor may be either the main living floor (if slab on grade), basement floor, crawlspace floor or enclosure floor.

If the policyholder purchased building-only coverage, the following M&E must be elevated to receive the discount:

- Central air conditioner (including exterior compressor)
- Furnace
- Heat pump (including exterior compressor)
- Hot water heater
- Elevator machinery and equipment

If the policyholder purchased contents-only coverage, the following appliances must also be elevated to receive the discount:

- Clothes washers and dryers
- Food freezers

If the policyholder purchased both building and contents coverage, all the M&E and appliances listed above must be elevated to receive the discount.

For additional information, see the Mitigation Discounts heading in Section 3: How to Write.

Select YES if the covered M&E is elevated at least to the height of the floor above the building’s bottom floor; otherwise, select NO.

### G. Building Square Footage

For Single-Family Home, Residential Manufactured/Mobile Home, Residential Unit, and Two-to-Four Family Building occupancies, enter the total square footage of the building’s finished living area; do not include any garage area, basement or enclosure area, or porches or decks.

For all other occupancies, enter the total square footage of the building; include stairwells and elevator shafts but do not include areas such as basements and mezzanines.

### H. Number of Floors in Building

Determine the building's number of floors based on the number of floors above the ground, excluding enclosures, crawlspaces (on grade or subgrade), basements, and certain attics (if used only for storage). For example, a building with a basement and one floor above the ground is rated as having one floor. Likewise, an elevated building with an enclosure (either compliant or non-compliant) and one additional floor above that is rated as having one floor. Indicate the total number of floors in the building even if the policy covers only an individual unit.

### I. Floor of Unit

If coverage is for a unit inside a multi-floor building with units located on different floors, indicate the floor where the unit to be insured is located. For example, if the unit is on the ninth floor of a twenty-story building, enter nine.

### J. Total Number of Units in a Building

Determine the number of units in the building. If the building contains multiple units, enter the total number of units in the building, even if the policy covers only a single unit. For example, if coverage is for a unit within a four-unit building, enter four. Count both residential and non-residential units.

### K. Building Replacement Cost (Including Foundation)

Enter the documented building replacement cost value when the coverage is for an Other Residential Building, Residential Condominium Building, Non-Residential Building, Non-Residential Manufactured/Mobile Building, or Non-Residential Unit. The building replacement cost value is the cost to replace the building or unit including, for a building, the cost of the foundation. Documentation is required, with some exceptions. See the Building Replacement Cost Value heading in Section 3: How to Write for additional information.

By providing this information on the Flood Insurance Application Form, FEMA will be able to determine the individual property's risk and provide a flood risk rating premium quote.

# Appendix D: Flood Maps

## I. Flood Map Service Center

The FEMA Flood Map Service Center (MSC) website (<https://msc.fema.gov>) serves as the official public source for flood hazard information produced in support of the NFIP. The MSC allows users to locate official flood maps, access a range of other flood hazard products, and take advantage of tools for better understanding flood risk.

The MSC gives users access to FEMA's National Flood Hazard Layer (NFHL), a geospatial database that contains the effective flood hazard data and any Letters of Map Revision (LOMRs) that have updated the community's effective flood hazard data. The [NFHL Viewer](#) allows users to apply the address search or map navigation to find an area of interest. The NFHL Print Tool can be used to download and print a full Flood Insurance Rate Map (FIRM) or a FIRMette (a portion of the FIRM that is easier to print) where modernized data is available. Technical geographic information system (GIS) users can also use a series of dedicated GIS web services that allow the NFHL database to be incorporated into GIS applications. For more information on available services, view the [NFHL GIS Services User Guide](#).

Individuals and communities can view and download FIRMs and related products free of charge through the MSC website. The "Search by Address" feature allows users to review the flood hazard information for a specific address, a community, or geographic coordinates. When users enter an address or location, the map results show interactive flood hazard information. Where available, the Dynamic Map produces a FIRMette from the National Flood Hazard Layer (NFHL). The "Search by Address" feature also provides the map panel number, effective date, and NFIP community name. Users also have the option to download a copy of the full FIRM panel, retrieve Letters of Map Change (LOMCs) impacting the effective panel, and easily access the NFHL viewer.

The integrated "Search All Products" feature allows users to find and download all products for a specific geographic area. These products include effective FIRMs and Flood Insurance Study (FIS) reports, the NFHL database, and, where available, Flood Risk Products (FRPs). In addition to the effective information for an area, users may also access historic flood hazard information and, during mapping updates, review a community's preliminary or pending FIRMs, FIS, and NFHL database.

Users also have the option to download state and county-level data from the MSC using the "Search All Products" feature. FEMA also offers a download of a KMZ (keyhole markup zipped) file, which overlays the data in Google Earth™. For more information on using the data in Google Earth™, please see [Using the National Flood Hazard Layer Web Map Service \(WMS\) in Google Earth](#).

Map Specialists are available to answer questions Monday through Friday from 8 a.m. to 7 p.m. ET. The FEMA Mapping and Insurance eXchange (FMIX) may be reached by calling the toll-free information line at 1-877-FEMA-MAP (1-877-336-2627) or by emailing [FEMA-FMIX@fema.dhs.gov](mailto:FEMA-FMIX@fema.dhs.gov). The FMIX offers a live chat Monday through Friday from 9 a.m. to 5 p.m. ET. The FMIX can also provide assistance related to the NFHL data and resources.

## II. Flood Hazard Maps

Flood Insurance Rate Maps (FIRMs) are the official community maps that show special flood hazard areas (1%-annual-chance-flood). Although the FIRM is the current type of map produced by FEMA, some communities may still have effective Flood Hazard Boundary Maps (FHBMs). A brief description of the two types of maps are as follows:

## Appendix D: Flood Maps

- **FIRM** (see Figure 1 at the end of this appendix) – The most common official flood map for a county or community, on which FEMA has delineated the Special Flood Hazard Areas (SFHAs) and other risk premium zones that apply to the community. These are generally available for Regular Program communities.
- **Flood Hazard Boundary Map (FHBMs)** – The FHBMs are an older format of a flood map and is based on approximate data. While no longer produced, these were generally used for Emergency Program communities. Communities with these maps may have a separately published map that shows the regulatory floodway. These may exist in an 11x17 format. Historic versions may also be found on the MSC site.

Countywide FIRMs supersede all previous versions of the FEMA flood hazard maps for individual communities. Countywide FIRMs show flooding information for the entire county's geographic area, including incorporated communities. Both the current (effective) version and historic versions are available on the MSC site. If a new version is imminent, those pending versions may also be found on the MSC site.

Residents or agents may find the date of an effective map by using the MSC or by calling a local community official. Maps list the community name(s), community number(s), map suffix, map panel numbers, map type, and effective map date. The differences between a community-based map and a countywide based map are as follows:

- A community may have a single FIRM panel or multiple FIRM panels. Those communities with only a single panel will typically not have a map index. Countywide FIRMs consist of multiple FIRM panels and are accompanied by a map index. For multiple-panel maps, the map index identifies the individual panel layout.
- Each FIRM panel includes a community or countywide number, followed by a panel number.
  - For countywide FIRMs, the panel number consists of the county number (the first five digits followed by a “C”, which signifies countywide), the panel number (last 4 digits), and the most recent letter suffix. Example: Monterey County, CA 06053C0020G
  - Non-countywide, community-based maps consist of a six-digit community number, followed by a panel number, and in some cases a map suffix. Older map formats, such as the FHBMs noted above, may not include a suffix. The first two digits of the community number identify the state, and the next four digits identify the community. The map panel number will follow the six-digit community number.

### III. Map Zones

#### A. Special Flood Hazard Areas

Flood maps identify high, moderate, and low risk areas of flooding. High-risk areas are known as Special Flood Hazard Areas. These are shown on flood maps as flood zones beginning with A or V; Zone V is used for coastal areas. SFHAs are subject to inundation by the base flood (1%-annual-chance flood).

##### 1. Zone A

Areas determined using less detailed methodologies that are subject to inundation by the 1%-annual-chance flood event. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown on the map. Mandatory flood insurance purchase requirements and floodplain management standards apply.

## Appendix D: Flood Maps

### **2. Zone AE and Zones A1–A30**

Areas subject to inundation by the 1%-annual-chance flood event, as determined by detailed hydraulic analyses. BFEs are shown on the maps. Mandatory flood insurance purchase requirements and floodplain management standards apply.

### **3. Zone AH**

Areas subject to inundation by 1%-annual-chance shallow flooding (usually areas of ponding), where average depths are between 1 and 3 feet. BFEs derived from detailed hydraulic analyses are shown in this zone. Mandatory flood insurance purchase requirements and floodplain management standards apply.

### **4. Zone AO**

Areas subject to inundation by 1%-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between 1 and 3 feet. Average flood depths derived from detailed hydraulic analyses are shown in this zone. Some areas with high flood velocities, such as alluvial fans and washes, are designated as Zone AO. Communities are encouraged to adopt more restrictive requirements for these areas. Mandatory flood insurance purchase requirements and floodplain management standards apply.

### **5. Zone A99**

Areas subject to inundation by the 1%-annual-chance flood event, but which will ultimately be subject to reduced flood hazard upon completion of a flood protection system that is under construction. These are SFHAs where enough progress has been made on the construction of a protection system, such as dikes, dams, and levees, to consider it complete for insurance rating purposes. Zone A99 may only be used when the flood protection system has reached specified statutory progress toward completion. No BFEs or depths are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.

### **6. Zone AR**

Areas that result from a non-accredited flood protection system that is being restored to provide flood hazard reduction from the base flood. Mandatory flood insurance purchase requirements and floodplain management standards apply.

### **7. Zones AR/AE, AR/AH, AR/AO, AR/A1–A30, AR/A**

These areas have dual flood zones. This reflects both the presence of a non-accredited flood protection system that is being restored and areas that are subject to flooding from other water sources. Mandatory flood insurance purchase requirements and floodplain management standards apply.

### **8. Zone V**

Areas along coasts subject to inundation by the 1%-annual-chance flood event with additional hazards associated with storm-induced waves. Because detailed hydraulic analyses have not been performed, no BFEs or flood depths are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.

### **9. Zone VE and Zones V1–V30**

Areas subject to inundation by the 1%-annual-chance flood event with additional hazards due to storm-induced velocity wave action. BFEs derived from detailed hydraulic

## Appendix D: Flood Maps

analyses are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.

### B. Moderate or Minimal Hazard Areas

Areas outside SFHAs, where the flood risk is lower. Mandatory flood insurance purchase requirements and floodplain management standards do not apply.

#### 1. Zones B and X (Shaded)

Areas of moderate flood hazard, between the boundaries of the SFHA and the 0.2%-annual-chance (or 500-year) flood zone.

#### 2. Zones C and X (Unshaded)

Areas of minimal flood hazard, outside the SFHA and at elevations higher than the that of the 0.2%-annual-chance (or 500-year) flood.

If a community's local flooding is too small to map, but they participate in the NFIP, they may not have a published map. The NFIP considers all areas within these communities to be Zone X (previously known as Zone C), and flood insurance coverage is available under the Regular Program.

#### 3. Zone D

Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance is optional and available, and rates in Zone D areas are commensurate with the uncertainty of the flood risk. Agents should also use the Zone D rating when a community incorporates portions of another community's area where no map has been prepared.

## IV. Locating a Property on a Map

The flood hazard information produced by FEMA does not include property-specific details such as addresses or property boundaries. To identify the flood zone for a specific building, the user must identify the building location on the FIRM.

To assist with this task, users can leverage the "Search by Address" feature on the MSC. The MSC identifies the approximate location of the address using a red indicator on the interactive search results. Similarly, the NFHL Viewer will return the flood hazard information for an address when using the "Address Search" tool. If the location of the property is uncertain, compare the results to an assessor's map or publicly available parcel data. Both tools will display the SFHA in a shade of blue (and the regulatory floodway in blue with red stripes).

In areas with scanned but non-digital maps, the MSC "Search by Address" feature will locate the property's effective FIRM panel. In this instance, the MSC will give users the option to view/print or download the effective FIRM panel. If this occurs, follow these steps:

1. Select either the download or view/print option to review the flood hazard data.
2. Use the available landmarks on the map, such as street names, streams, or other reference points to identify the property location.
  - a. As noted above, comparing the FIRM or FHBMs to an assessor's map or publicly available parcel data may help to confirm a property's location.
3. Once identified, note the color on the map where the property is located.
  - a. On FHBMs and older FIRMs, darkly shaded areas are the SFHAs.
  - b. The map legend will provide more details on the map's symbology.

## Appendix D: Flood Maps

If neither the MSC nor NFHL Viewer are available, users can locate a property using the community's index map to identify the correct panel. Index maps are available through the MSC "Search all Products" feature. In these situations, proceed as follows:

1. Check the map index to identify the correct map panel. Use streams and roads identified on the index map to help with the panel identification.
2. Follow steps 1 through 3 as directed above.

In areas with both modernized or unmodernized maps, the BFEs for Zone A1–30, AE, AH, V1–30, and VE are shown with wavy black lines. In areas affected by flooding from streams or rivers, cross sections will also include the Water Surface Elevation (WSEL) of the flood source.

In some areas, the SFHA may include a still water elevation. These are commonly found in coastal areas, lakes, and ponds. For these areas, the BFE is noted in parentheses under the zone label.

## V. Changing or Correcting a Flood Map by a Letter of Map Change (LOMC)

There are three procedures a community and/or property owner may use to change a flood map.

### A. Letter of Map Amendment

The Letter of Map Amendment, or MT-1, process is a way for a property owner or authorized representative to request a property-specific determination or comment regarding the flood hazard designation for as-built or proposed development. MT-1 determinations amend the community's effective FIRM by clarifying whether the subject is within the SFHA. MT-1 comments provide feedback on whether proposed development, if completed exactly as proposed, would be within the effective SFHA when complete. During the review, FEMA considers the horizontal location of the subject on its community's effective FIRM and allows for detailed property elevation data to be submitted and compared to the calculated BFE.

There are two types of MT-1 determination requests.

- **Letter of Map Amendment (LOMA):** a determination from FEMA for a lot or existing structure that has NOT been elevated by fill (natural grade).
- **Letter of Map Revision based on Fill (LOMR-F):** a determination from FEMA for a lot or existing structure that HAS been elevated by fill.

Two types of MT-1 comment requests may be submitted to FEMA.

- **Conditional Letter of Map Amendment (CLOMA):** a request for a conditional determination (comment) for a proposed structure that will NOT be elevated by fill (natural grade). Requests require both a proposed Lowest Adjacent Grade and a certified location for the proposed structure. Note: Requests for FEMA's comment on existing land will be processed as an as-built determination (LOMA) for either the entire recorded property or a portion of the legally recorded property if a metes and bounds description and map are submitted. (See Sections 3.4 and 4.8 for more details on requests based on a metes and bounds description and map.)
- **Conditional Letter of Map Revision based on Fill (CLOMR-F):** a request for a conditional determination (comment) from FEMA for a lot or proposed structure that WILL be elevated by fill.

## Appendix D: Flood Maps

For more details on submittal procedures and supporting data requirements, please view the MT-1 application instructions and forms at <https://www.fema.gov/flood-maps/change-your-flood-zone/paper-application-forms/mt-1>.

### B. Letter of Map Revision

The Letter of Map Revision, or MT-2, process results in an official revision to the effective FEMA map. It changes flood zones, floodplain and floodway delineations, flood elevations, and/or planimetric features. Applicants should make all LOMR requests to FEMA through the chief executive officer of the community, as the community must adopt any changes and revisions to the map resulting from a LOMR.

There are two types of MT-2 requests.

- **Letter of Map Revisions (LOMR):** A letter from FEMA officially revising a portion of the effective FIRM to show changes to floodplains, regulatory floodways, and/or flood elevations (see 44 CFR Parts 60, 65, and 72). A FIRM is not republished with the LOMR process, but annotated copies of the FIRM (see Figure 1 at the end of this appendix) and FIS are included, if applicable. A LOMR's effects are reflected in the NHFL database.
- **Conditional Letter of Map Revision (CLOMR):** A letter from FEMA commenting on whether a proposed project, if built as proposed, would meet the minimum NFIP requirements (see 44 CFR Parts 60, 65, and 72). Additionally, a CLOMR may be issued for proposed hydrology-only changes compared to the effective hydrology.

For information about submittal procedures and data requirements, please refer to the MT-2 Application Instructions and Forms, available at <https://www.fema.gov/flood-maps/change-your-flood-zone/paper-application-forms/mt-2>.

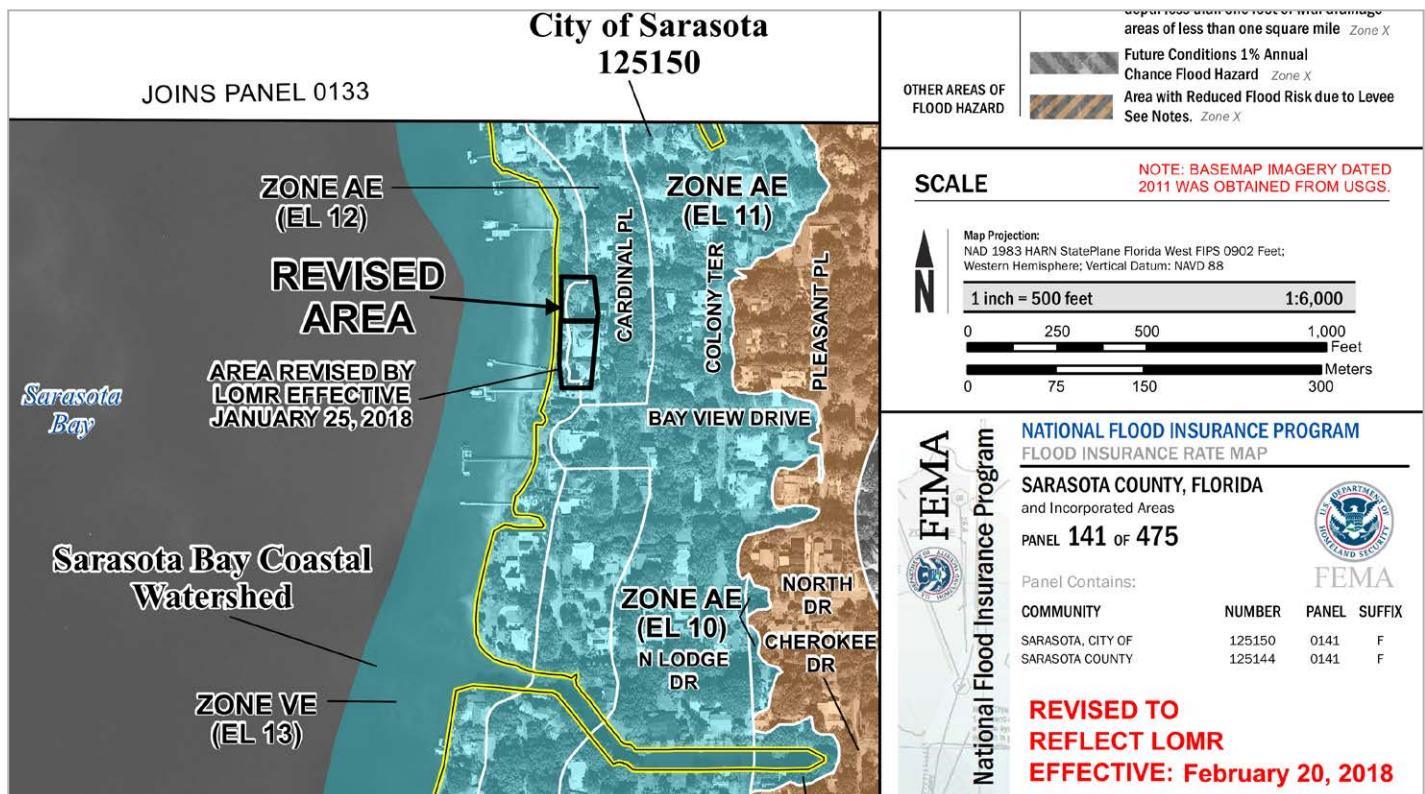
### C. Physical Map Revision

A Physical Map Revision (PMR) is an official republication of a FIRM panel(s) and FIS report to change flood insurance zones, floodplain delineations, flood elevations, floodways, and planimetric features. Because of the increased time and cost involved to change, reprint, and redistribute an NFIP map, compared to those for a LOMR, a PMR is usually processed only when a revision reflects large-scope changes. The republished FIRM will also account for any LOMRs issued since the last publication of the FIRM. A PMR request also uses the MT-2 application. FEMA will analyze the data and determine if the revision will be processed as a PMR or LOMR.

**Note:** Check the old maps to verify past rating determinations and to establish floodplain management compliance requirements. Historic maps are also available through the MSC.

## Appendix D: Flood Maps

**Figure 1. Annotated Flood Insurance Rate Map (FIRM)**



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# Appendix E: Coastal Barrier Resources System

This appendix provides general information and guidance on determining and documenting eligibility for NFIP flood insurance for buildings within the Coastal Barrier Resources System (CBRS).

## I. General Information

- The Coastal Barrier Resources Act (CBRA)<sup>1</sup> established the John H. Chafee CBRS, a defined set of geographic units located along the Atlantic, Gulf of Mexico, Great Lakes, U.S. Virgin Islands, and Puerto Rico coasts.
- The CBRS contains two types of geographic units, System Units and Otherwise Protected Areas (OPAs). OPAs are denoted with a “P” at the end of the unit number (for example: FL-64P, P10P). With limited exceptions, the NFIP may not provide flood insurance for buildings located in a System Unit or an OPA established under the CBRA. System Units carry additional restrictions on federal funding and financial assistance.
- The purpose of the CBRA is to minimize the loss of human life, wasteful expenditure of federal revenues, and the damage to fish, wildlife, and other natural resources associated with the coastal barriers. This is done by restricting most new federal expenditures and financial assistance that have the effect of encouraging development.
- OPAs are predominantly comprised of conservation or recreation areas such as national wildlife refuges, state and national parks, local conservation areas, and private conservation areas; however, they may also contain private areas that are not held for conservation or recreation.
- The CBRS units are depicted on a set of maps maintained by the U.S. Fish & Wildlife Service (USFWS). The public may access the maps via the [CBRS Mapper](#).
- Flood Insurance Rate Maps (FIRMs) have historically displayed System Units and OPAs of the CBRS, but FIRMS created after late 2018 no longer show CBRS boundaries. The CBRS boundaries will continue to be accessible through the National Flood Hazard Layer Viewer and are visible on FIRM downloads and FIRMette exports through the Map Service Center.

## II. Determining Eligibility

Buildings in System Units or OPAs are eligible for a federal flood insurance policy if they meet the criteria outlined in this section. Eligibility depends on:

- The date of the building’s permitting and construction (in compliance with the CBRS or OPA prohibition dates), and
- For buildings in OPAs, the building’s use.

### A. Determine if Community has a System Unit or OPA

System Units and OPAs currently exist in 23 states and territories along the Atlantic, Gulf of Mexico, Great Lakes, U.S. Virgin Islands, and Puerto Rico coasts. To identify communities that contain System Units or OPAs, refer to the CBRS Mapper on the USFWS website listed in II.B. The information provided in the CBRS Mapper indicates whether a community

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1. 16 U.S.C. 3501 et seq.

## Appendix E: Coastal Barrier Resources System

contains a System Unit or OPA but does not determine flood insurance eligibility. If the CBRS Mapper does not identify any System Units or OPAs in the community, no further action is required. To determine and document flood insurance eligibility and write a policy for a structure located in a community that has System Units or OPAs identified in the CBRS Mapper, please follow the steps outlined below.

### B. Determine if the Property is Located in a System Unit or OPA

To determine if a property is located in a System Unit or OPA, visit the [USFWS website](#) to access the “CBRS Validation Tool.”

The CBRS Validation Tool is an automated tool accessible through the CBRS Mapper that allows any user (surveyors, property owners, insurance agents, real estate agents, federal agencies, etc.) to select a particular location and produce a document entitled “CBRS Mapper Documentation” that indicates whether that location is within or outside of the CBRS. For locations within the CBRS, the documentation will also indicate the unit type (System Unit or OPA) and the date the prohibition on federal flood insurance went into effect.

If the building is located within the “CBRS Buffer Zone” depicted in the CBRS Mapper, the CBRS Validation Tool will not provide in/out CBRS documentation. In this case, proceed to II.B.1. below. For guidance on using the CBRS Validation Tool, please review the [user guide](#).

#### 1. Building Located in the CBRS Buffer Zone

The CBRS Buffer Zone represents the area immediately adjacent to the CBRS boundary. Agents should send requests for CBRS determinations for buildings within the CBRS Buffer Zone to the insurer. The insurer will send the request to FEMA via [NFIPUnderwritingMailbox@fema.dhs.gov](mailto:NFIPUnderwritingMailbox@fema.dhs.gov), who will, in turn, submit the case to the USFWS for an official determination letter as to whether the building is located “in” or “out” of the CBRS.

To complete the determination, USFWS requires:

- A valid address; and
- The output from the CBRS Validation Tool indicating that the building is within the CBRS Buffer Zone.

Additional documentation that USFWS may need to confirm the location of the building includes:

- A map showing the location of the building;
- A property record card;
- Property survey;
- Property deed; or
- Elevation Certificate (EC).

### C. Determine Building Eligibility

To be eligible for federal flood insurance, the building must not be constructed, substantially improved, or substantially damaged on or after the System Unit’s or OPA’s prohibition effective date. See below to determine if a building located within a System Unit or OPA is eligible for federal flood insurance:

**For a building located in a System Unit added to the CBRS under the original CBRA (“1982 Act”), to be eligible for federal flood insurance must:**

- Have a legally valid building construction permit issued before October 18, 1982; and
- The start of construction took place before October 18, 1982; and

## Appendix E: Coastal Barrier Resources System

- Not be substantially improved or substantially damaged on or after October 1, 1983.  
OR
- Have a legally valid building construction permit issued before October 1, 1983;
- Be built (walled and roofed) before October 1, 1983; *and*
- Not be substantially improved or substantially damaged on or after October 1, 1983.

For a building located in a System Unit or OPA added to the CBRS under the Coastal Zone Act Reauthorization Amendments of 1990 (“1990 Act”)<sup>2</sup>, to be eligible for federal flood insurance:

### For System Units:

- Have a legally valid building construction permit issued before November 16, 1990;
- Building construction must have started before November 16, 1990; *and*
- Not be substantially improved or substantially damaged on or after November 16, 1990.

### For OPAs:

- Have a legally valid building construction permit issued before November 16, 1991;
- Building constructed (walled and roofed) before November 16, 1991; *and*
- Not substantially improved or substantially damaged on or after November 16, 1991.  
OR
- Building use is consistent with the purpose of the protected area, regardless of the date of construction. **Note:** This exception only applies to OPAs.

## D. Documentation of Eligibility

If a building is located in a community with System Units or OPAs, then insurers must receive evidence demonstrating that the building is not subject to the CBRA's insurance prohibition, as described below. The USFWS maintains a list of affected communities available [here](#).

### 1. Buildings Not Located in a System Unit or OPA

If a building is located in a community with System Units or OPAs, but the building itself is not located in a System Unit or OPA, documentation that can be used to verify that the building is eligible for federal flood insurance includes:

- The CBRS Mapper Documentation produced through the CBRS Validation Tool with the building location marked showing that it is not in the CBRS or the CBRS Buffer Zone;
- A CBRS Property Determination, which is an official letter from the USFWS that indicates whether a specific property or project site is located within or outside of the CBRS. As of December 1, 2018, the USFWS only provides such determinations for properties that are within 20 feet of a CBRS boundary (for example: areas within the “CBRS Buffer Zone” depicted in the CBRS Mapper).
- An EC; *or*
- A Standard Flood Hazard Determination Form (SFHDF).

If using an EC or an SFHDF, the surveyor or flood hazard determination company must have one of the CBRS documents listed above attached to the form or on file to substantiate the information that pertains to the CBRS determination shown on the EC or SFHDF.

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2. 16 U.S.C. 3501 et seq.

## Appendix E: Coastal Barrier Resources System

**Note:** Buildings that are completely outside of the CBRS are eligible for flood insurance (even if a portion of the property is within the CBRS).

### 2. Buildings Located in a System Unit or OPA

If a building is located in a System Unit or OPA, but the subject building was constructed (or permitted and under construction) before the effective date of the insurance prohibition, then documentation needed to verify that the building is eligible for federal flood insurance includes:

#### a. Proof of building permit date, as evidenced by either:

- A legally valid building permit; or
- A written statement signed by the community building permit official indicating the date of construction.

#### b. Proof of building construction date, as evidenced by a written statement from the community building permit official that:

- The building was not substantially improved or substantially damaged on or after the date the insurance prohibition became effective; *and*
- The building meets one of the following criteria:
  - The walls and roof of the building were in place before October 1, 1983 (1982 Act);
  - The start of construction took place before November 16, 1990 (in System Units and OPAs per the 1990 Act); or
  - The walls and roof of the building were in place before November 16, 1991 (in OPAs per the 1990 Act).

#### c. Proof of building location in a System Unit or OPA:

- CBRS Mapper Documentation produced through the CBRS Validation Tool with the building location marked; or
- A letter from the USFWS indicating the building is in a System Unit or OPA and the flood insurance prohibition date.

If one or more of the documents are not available, insurers may make CBRA eligibility determinations using other acceptable documentation supporting eligibility, such as:

- First mortgage financing records;
- Property tax records;
- Electrical permit records;
- On-site septic or sewer system records;
- State Coastal Zone Management Agency records; or
- State Wetlands Program permit records.

**Note:** Buildings, including attached decks and stairs, located partially within the CBRS boundary (for example: building is bisected by CBRS boundary line) are considered to be located within the CBRS.

### 3. Buildings Eligible Based on Use

If a building is located in an OPA, but its use is consistent with the protection purpose of the area, then the documentation needed to verify that the building is eligible for federal flood insurance includes:

## Appendix E: Coastal Barrier Resources System

- A certification from the governmental body or other qualified organization (for example: tax-exempt conservation organization) overseeing the OPA indicating that the building's use is consistent with the protection purpose of the area. Examples of structures that may meet these criteria include, but are not limited to:
  - Restroom facilities in a state or local park;
  - Park visitor's center; or
  - Park employee housing within a park or protected area; *and*
- Documentation of the building's location in an OPA, in the form of either:
  - CBRS Mapper Documentation produced through the CBRS Validation Tool with the building location marked; *or*
  - A letter from USFWS indicating the building is in an OPA.

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# Appendix F: Severe Repetitive Loss Properties

## I. General Information

FEMA designates as Severe Repetitive Loss (SRL) any NFIP-insured building that:

- Has incurred flood-related damage for which four or more separate claims payments have been made, with the amount of each claim (including building and contents payments) exceeding \$5,000, and with the cumulative amount of such claims payments exceeding \$20,000; or
- For which at least two separate claims payments (building payments only) have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the building.

In both instances, at least two of the claims must be within 10 years of each other, and claims made within 10 days of each other will be counted as one claim. In determining SRL status, FEMA considers the loss history since 1978, or from the building's construction, if it was built after 1978, regardless of any changes in the ownership of the building. The term "SRL property" refers to either an SRL building or the contents within an SRL building, or both.

NFIP Direct, FEMA's direct servicing agent, services all flood insurance policies on SRL properties. When a property is designated as SRL, the writing company must transfer the SRL policy to the Special Direct Facility (SDF), operated by NFIP Direct, at the next renewal. Transferring the policy to the NFIP Direct ensures that FEMA can more closely monitor SRL policies and proactively identify mitigation assistance opportunities to help reduce the property's flood risk.

SRL properties may obtain renewal or new business coverage only through the SDF. The agent of record remains in that capacity while the policy remains in the SDF.

NFIP Direct can provide additional assistance on the handling of SRL properties at 1-800-638-6620.

## II. New Business

If the insurer determines a property to be an SRL property, the insurer must submit the completed Flood Insurance Application Form and the required documentation to the SDF at:

NFIP Special Direct Facility  
P.O. Box 913111  
Denver, CO 80291-3111

Alternatively, the agent of record can access the NFIP Direct online portal, enter the application information, and upload supporting documentation directly into the SDF. For more information or assistance the agent may contact the NFIP Special Direct Facility at 800-638-6620.

## III. Notification Requirements for Transfer to SDF

The requirement to transfer to SDF occurs when FEMA identifies a property as meeting the SRL criteria. A high-level summary of the SRL process includes:

- Insurer will verify a property address against FEMA's repetitive loss list at least 150 days prior to the policy expiration date.
- Insurer notifies the affected policyholder, agent, and lender 90 days before the expiration of the policy. This notice explains that the policy must be written with the SDF. See the Severe Repetitive Loss Properties heading in Appendix I: Policyholder Communications for a sample SDF notification letter; and

- The SDF receives policy data from FEMA, creates the SRL policy, and issues a renewal offer approximately 45 days prior to the expiration date.

### IV. Underwriting Requirements

The insurer must provide the SDF with all policy documentation including agent and lender information for the SRL policy transferred to the SDF. If documentation is not submitted at time of the policy transfer, insurers must submit it at least 120 days prior to the policy expiration date. The SDF will process and issue the policy based on the NFIP rating methodology and the process for new business. The SDF will re-underwrite all transferred policies by their next renewal, in order to validate rating elements.

Required documentation consists of:

- Application Form;
- Front and rear photographs of the building (if applicable);
- Elevation Certificate (EC) (if applicable); and
- Any additional documents to ensure the accuracy of current policy and rating information.

### V. Process for Correcting or Updating a Property's SRL Status

FEMA designates a property as SRL based on the property information on file. The policyholder may request a documentation review by FEMA to correct the property's SRL status if the policyholder believes that the claims history or the market value used to determine loss history is inaccurate. The policyholder may request a review to update the property's SRL status if property mitigation has occurred to reduce future flooding potential. The policy remains with the SDF during the review.

#### A. Required Documentation

Documentation required to correct or update a property's SRL status includes but is not limited to:

- Invalid Loss History Association** — Documentation that shows:
  - Incorrectly linked addresses or losses; or
  - A second address added to a Property Locator Record.
- Property Value Updates** — The property value is based on market value, which must be shown on either:
  - Property tax assessment; or
  - Property appraisal.
- Mitigation Action**
  - EC based on finished construction of the new or improved building;
  - Photographs of the building before the improvement;
  - Photographs of the building after the improvement;
  - Photographs of the flood openings (if applicable);
  - Source of funding for the mitigation action (state, local, or individual);
  - Demolition permit (if the building was demolished and rebuilt);
  - Building permit (if the building was elevated or rebuilt); and
  - In Zone B, C, or X, a signed statement from a community official that shows mitigation was approved by the community.

Required documents should be sent via email to: [NFIPUnderwritingMailbox@fema.dhs.gov](mailto:NFIPUnderwritingMailbox@fema.dhs.gov).

### B. SDF Process After FEMA Determination

FEMA notifies the SDF, policyholder, and agent of record regarding the review results when completed. If FEMA determined that correction or update of the property's SRL status is not justified, the policy stays with the SDF. If FEMA agreed to correct or update the property's SRL status, the possible actions the SDF may take include:

- If an invalid loss history association or incorrect property valuation justified correction of the property's SRL status, the SDF will coordinate with the agent of record to transfer the policy back to the former insurer, or another NFIP insurer the policyholder chooses, at the next policy renewal. The insurer renews the policy using the SDF's effective dates, ensuring continuous coverage with no overlap. If the policyholder does not want to wait until the next renewal, the SDF will cancel the current policy and send the premium to the former insurer, or another NFIP insurer the policyholder chooses, to issue a new policy.
- If a mitigation action other than a buyout or demolition justified update of the property's SRL status, the SDF will coordinate with the agent of record to transfer the policy back to the former insurer, or another NFIP insurer the policyholder chooses, at the next policy renewal. The insurer renews the policy using the SDF's effective dates ensuring continuous coverage with no overlap.
- If a buyout or demolition justified update of the property's SRL status, the SDF will coordinate policy cancellation with the agent of record. The SDF cancels the policy and refunds the pro-rata premium (less Federal Policy Fee and Probation Surcharge, if applicable). There is no commission chargeback if FEMA approves the specific property buyout or demolition under an approved FEMA mitigation project.
- If a loss occurs both in the current term and before the policy transfers to the former or new insurer, the SDF will continue to service the claim and transfer the policy to the insurer at the next renewal, unless the new claim qualifies the property for the SDF again.

### VI. Flood Mitigation Assistance (FMA) Program

The Flood Mitigation Assistance (FMA) Program makes funding available for a variety of flood mitigation activities. Under the FMA Program, FEMA provides funds to state and local governments that assist NFIP-insured property owners with conducting mitigation projects that reduce future flood losses, such as:

- Acquisition or relocation of at-risk structures and conversion of the property to open space;
- Elevation of existing structures; or
- Dry floodproofing of historic properties.

Eligible applicants (states, territories, and tribes) that receive FMA mitigation grants provide subgrants to local governments or communities. The applicant must have a FEMA-approved mitigation plan at the time of project award.

State and local officials prioritize NFIP-insured properties within their jurisdictions to award FMA grants. They may contact policyholders directly to determine the appropriate mitigation activity that most effectively reduces future flood losses and advise them of their inclusion in the FMA grant application.

Property owners should contact their local floodplain manager or state hazard mitigation officer or go to the [FEMA Hazard Mitigation Assistance webpage](#) to obtain additional information on the FMA Program and other mitigation grant programs for residential and non-residential properties.

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# Appendix G: Leased Federal Properties

## I. General Information

FEMA must charge full-risk premiums<sup>1</sup> for flood insurance for residential or non-residential properties leased from the Federal Government, referred to as Leased Federal Properties (LFPs), that FEMA 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.

The U.S. Army Corps of Engineers provided a list of property addresses meeting these criteria to FEMA. These LFPs will not receive any statutory discounts.

## II. Requirements

NFIP insurers must determine whether property addresses for new or existing business are LFPs. Specifically, before selling an NFIP policy or at least 120 days prior to renewing an NFIP policy, insurers must make this determination by comparing the property address with a list of LFP addresses provided by FEMA.

**Table 1** describes what an insurer must do if it determines that a property for either new or existing business is an LFP.

**Table 1. Requirements for LFPs**

Requirement	New Business	Existing Business
<b>Notification</b>	<p>The insurer must notify the applicant (as well as the applicant's agent and lender) of the LFP determination. The notice must explain:</p> <ul style="list-style-type: none"><li>• Why the property is an LFP;</li><li>• That the LFP will not receive any statutory discounts; and</li><li>• That the applicant may challenge the property's designation as an LFP.</li></ul> <p>The insurer may base this notice on the example letters provided under the Leased Federal Properties heading in Appendix I: Policyholder Communications.</p>	<p>The insurer must notify the policyholder (as well as the policyholder's agent and lender) of the LFP determination no later than 120 days before the renewal date. The notice must explain:</p> <ul style="list-style-type: none"><li>• Why the property is an LFP;</li><li>• That the LFP will not receive any statutory discounts; and</li><li>• That the policyholder may challenge the property's designation as an LFP.</li></ul> <p>The insurer may base this notice on the example letters provided under the Leased Federal Properties heading in Appendix I: Policyholder Communications.</p>
<b>If Property Added to the LFP List Near Renewal</b>	N/A	Properties added to the LFP list within the 120-day window before policy renewal will not receive the LFP notice until the subsequent renewal.

1. Note that unlike most categories of properties, there is no cap on annual premium rate increases for LFPs.

### III. Correcting an LFP Designation

Policyholders may challenge the designation of their property as an LFP by submitting information showing that the property is not an LFP. Examples of acceptable documentation include:

- A letter from a community official or land surveyor stating that the property does not qualify as an LFP; or
- Documentation showing that the Federal Government does not own the property, such as a deed or rental agreement.

Policyholders must submit their request to change their property's LFP designation to their insurer. The insurer must then review the request and recommend whether FEMA should change the property's LFP designation. If FEMA approves the request, it will remove the property from the LFP list, and the building may be eligible for statutory discounts, if applicable.

If the policyholder does not provide acceptable documentation, or FEMA denies the request, the property remains on the list.

# Appendix H: Claims

## I. Information for Policyholders After a Flood

The Standard Flood Insurance Policy (SFIP) covers direct physical loss by or from a flood to a property insured by the NFIP. The NFIP pays a policyholder's flood claim if the policyholder paid the correct premium, complied with all terms and conditions of the SFIP, and furnished accurate information and statements.

For more information regarding the NFIP claims process, please review the *NFIP Claims Handbook* and the NFIP Claims Fact Sheet. They are available through the FEMA website using the following links:

- [NFIP Claims Handbook](#)
- [NFIP Fact Sheet: Starting Your Recovery](#)

## II. Claims Process

Following a flood loss, the policyholder must provide prompt written notice to the insurer to start the claims process. Upon notification, the insurer assigns an adjuster to assist the policyholder with the claim. Generally, the adjuster contacts the policyholder within 24 to 48 hours after receiving the notice of loss; however, assigning an adjuster may take more time, depending on the severity of flooding and local conditions.

### A. Damage Estimate

The adjuster visits the property to inspect the flood loss, assess the damage, and review the policyholder's documentation to prepare a detailed estimate of the insured damages. Subsequently, the adjuster provides the policyholder with a copy of the estimate for review. The policyholder then submits a Proof of Loss (POL) to request payment for the insured flood loss amount. The POL form (FF 086-0-9) is available online [here](#).

The completed and signed POL form represents the policyholder's statement of the amount of flood loss they are claiming. The insurer must have the POL form and documentation that supports the requested insured loss amount prior to paying the claim. The adjuster coordinates with the policyholder to agree on the insured loss amount and may assist in completing or updating the POL form that the policyholder signs. Even if the policyholder does not agree with the adjuster, the policyholder must still prepare and sign a POL, and ensure the insurer receives the POL along with supporting documentation within 60 calendar days following the flood loss date.

The policyholder retains the right to submit additional POLs to request additional loss amounts after submitting the original POL. Similarly, the policyholder must prepare and sign any additional POL, as well as ensure the insurer receives that form with supporting documentation within 60 calendar days following the flood loss date. Following a review of the additional POLs, the insurer may make additional payments for the additional identified flood damage. A policyholder may initiate only one claim for a flood loss event but can submit multiple POLs for that claim.

In severe flood events, FEMA may authorize an extension of the 60-day submission requirement to provide a POL to the insurer. Specifically, the Federal Insurance Directorate (FID) Assistant Administrator may authorize and publish extensions in writing through a NFIP Clearinghouse Bulletin posted on FEMA's official [NFIP website](#).

### B. Claim Payment

Once the policyholder receives final payment for the loss, the claims process is complete. If the insurer underwrote the policy correctly, the insurer pays the claim, subject to the coverage limits and deductibles, at the time of loss.

Insurers must reform any incorrectly rated policies discovered during the claims process, following the SFIP and the *NFIP Flood Insurance Manual* guidance under the Reformation Due to Insufficient Premium or Rating Information heading in Section 2: Before You Start.

### III. Disputed Claims

Policyholders may take the following steps to resolve disputed claims:

- **Work with the Adjuster** – If the policyholder does not agree with the reported insured loss amount in the adjuster’s report, the policyholder should identify disputed items, work with the adjuster to reach an agreement on the insured loss amount, and submit supporting documentation to justify the differing position. As part of this effort, the policyholder may also consult a general contractor to support the requested loss amount for insured flood damages.
- **Contact the Adjusting Firm** – If the policyholder is unable to agree with the adjuster, the policyholder should contact the adjusting firm and the adjuster’s supervisor. The supervisor can work with the policyholder to reach agreement on the insured loss amounts in the adjuster’s report.
- **Work with the Insurer** – If the policyholder and the adjuster’s supervisor cannot reach an agreement, they should contact the insurer’s claims department to discuss the insured loss amount difference or coverage issue with a claims examiner.
- **File a Proof of Loss with the Insurer** – If the policyholder does not agree with the adjusting firm’s report, the policyholder should complete a POL form for the total insured loss amount requested (undisputed amount plus additional amount) and send the signed POL with supporting documentation to the insurer. If the insurer agrees with the form and supporting documentation, it will pay the total insured loss amount requested. If the insurer disagrees, it will issue payment for the undisputed amount and provide the policyholder with a written denial letter. Following the denial of any part of the claim, the policyholder may file an appeal if not in agreement with the decision.

### IV. Appealing a Claim

Any policyholder with a denied or partially denied claim, or an authorized representative of the policyholder, may file an appeal to FEMA. Policyholders must submit appeals within 60 calendar days of the date of the policyholder’s denial letter.

Policyholders submitting an appeal to FEMA do not lose the right to file suit against the insurer; however, the appeals process does not change the one-year statute of limitations for filing suit. Once the policyholder sues the insurer, FEMA cannot consider any appeals. In addition, FEMA cannot consider an appeal from a policyholder invoking the appraisal option under the SFIP.

#### A. Filing an Appeal

A policyholder must submit an appeal request in writing. The request must include:

- Policyholder name(s);

## Appendix H: Claims

- Property address;
- The flood insurance policy number as shown on the policy declarations page;
- Contact information (for example: mailing address, telephone number, e-mail);
- A copy of the denial letter from the insurer; *and*
- A summary of the issues with the underlying claim, including supporting documentation, prior history, and names of the individuals involved in the claim to date.

Without the above elements, FEMA may reject appeals as ineligible.

If the policyholder wishes to authorize a third party (for example, a family member, public adjuster, or attorney) to discuss the appeal with FEMA, the policyholder must provide a written authorization including:

- Policyholder's full name;
- Current address;
- Date and place of birth;
- Representative's name; *and*
- Policyholder's signature.

The authorization must include a statement that says:

- "I expressly grant permission to FEMA to release my records to this third-party representative."

The policyholder must have the authorization notarized and signed, or include language that states:

- "I declare under penalty of perjury that the foregoing is true and correct."
- Executed on (date)
- Signature of policyholder

The policyholder must send the appeals request and documentation to:

- By postal or express mail:  
Federal Insurance and Mitigation Administration  
Federal Insurance Administrator  
400 C Street SW  
Washington, DC 20472-3010
- By email:  
[FEMA-NFIP-Appeals@fema.dhs.gov](mailto:FEMA-NFIP-Appeals@fema.dhs.gov)

### B. Appeals Process

FEMA begins its appeals review as expeditiously as possible. FEMA may request the policyholder to provide any missing information within 14 calendar days.

FEMA assigns each appeal it receives to a multi-disciplinary team that conducts a review of the entire claim file. The typical appeal requires an initial review to ensure the submission complies with policy requirements and to conduct a careful review of the file documentation. The team works directly with the policyholder, the insurer, and other relevant parties to ensure compliance with the SFIP's terms and conditions. Following the team's review, FEMA determines whether the insurer properly evaluated and paid the claim.

## Appendix H: Claims

For more information regarding flood claim appeals, see Section 4: NFIP Claim Appeal in the [\*NFIP Claims Manual\*](#).

### V. Litigation

If the policyholder does not agree with the insurer's claim decision, the policyholder may file a lawsuit within one year of the insurer's first written denial letter. The policyholder must file the lawsuit in the United States District Court in the district where the property is located at the time of the loss. The appeals process does not extend the one-year period to file suit that begins with the original written denial by the insurer. Subsequent written denials do not restart the one-year period.

### VI. Increased Cost of Compliance (ICC) Claims

The NFIP encourages mitigation efforts and supports individual and local initiatives to mitigate future flood risks. ICC coverage currently provides eligible policyholders an insurance benefit towards the costs they incur to comply with minimum NFIP floodplain management regulation, state laws, or the local community ordinance.

The NFIP defines a building as substantially damaged when the value of the damage or the cost to repair the damage caused directly by or from flood is 50 percent (or a lower threshold if adopted and enforced by the community) or more of the value of the building at the time of the flood. When the local community declares a building substantially damaged, the policyholder may initiate a request for payment under the SFIP Coverage – D, ICC, by providing a copy of the local community's notice of substantial damage determination to the insurer. Effective on January 1, 2011, policyholders have up to six years from the date of the underlying flood claim to complete the approved mitigation activity (floodproofing, relocation, elevation, demolition, or any combination of these activities).

If a state or community adopts and enforces a cumulative substantial damage provision or repetitive loss provision requiring action by property owners to comply with floodplain management laws or ordinances, this may also qualify a structure for an ICC claim after a flood loss. The community must declare the structure to be substantially damaged and the structure must meet the NFIP's repetitive loss structure definition. The NFIP defines a repetitive loss structure as an NFIP-insured building that has incurred flood-related damages on two occasions during a 10-year period ending on the date of the event for which the insured makes a second claim. The cost of repairing the flood damage, on average, must equal or exceed 25 percent of the market value of the building at the time of each flood. The insurer must verify that the NFIP paid a claim for both qualifying losses and that the state or community is enforcing a cumulative substantial damage or repetitive loss provision in its law or ordinance and declared the building substantially damaged on that basis.

Beginning a mitigation project prior to receiving the substantial damage letter from the community official may jeopardize eligibility to receive an ICC payment.

The policyholder may not transfer or assign ICC benefits to another party, such as through a sales transaction, unless the prospective buyer is the local community or the state purchasing the property under a FEMA-funded buy-out program.

For more information regarding ICC, see Section 3: Increased Cost of Compliance in the [\*NFIP Claims Manual\*](#).

# Appendix I: Policyholder Communications

## I. Underwriting-Related Policyholder Communications

The NFIP is committed to providing policyholders with consistent and reliable service. Various NFIP representatives communicate with policyholders at different stages during the policy term, including Write Your Own (WYO) companies, the NFIP Direct, insurance vendors, agents, and FEMA. This section contains requirements for, and sample versions of, communications the NFIP uses to communicate with policyholders around a range of transactions and issues. **Table 1** outlines the different communications and how they align with the guidance in the main sections of the *NFIP Flood Insurance Manual*.

**Table 1: Underwriting-Related Policyholder Communications**

Title	Description	Section Reference	Page
<b>Declarations Page and Summary of Coverage</b>	<p>A computer-generated summary of information provided in the Flood Insurance Application. The Declarations Page also describes the terms of the policy, limits of coverage, and displays the premium and the insurer name. The Declarations Page is part of this flood insurance policy. The insurers sends the Declarations Page to the policyholder, agent, and lender if applicable.</p> <p>Along with the Declarations Page to the policyholder, the insurer also sends the NFIP Summary of Coverage and a cover letter to reference these enclosures.</p>	<ul style="list-style-type: none"><li>• Section 2: Before You Start</li><li>• Section 3: How to Write</li></ul>	I-3
<b>Replacement Cost Value Update Notice</b>	<p>The insurer sends this notice to obtain a validated Building Replacement Cost Value and supporting documentation at least every 3 years for the following building occupancies:</p> <ul style="list-style-type: none"><li>• Other Residential Building</li><li>• Residential Condominium Building</li><li>• Non-Residential Building</li><li>• Non-Residential Unit</li></ul>	Section 3: How to Write	I-24
<b>Severe Repetitive Loss Property Notice</b>	<p>The insurer sends this notice to the affected policyholder, agent, and lender 90 days before the policy expiration date to explain that the building has met the criteria for designation as an SRL property and the policy must be written with the NFIP Direct's Special Direct Facility.</p>	Appendix F: Severe Repetitive Loss Properties	I-26
<b>FIRA Notice</b>	<p>FEMA sends a Flood Insurance Reform Act of 2004 (FIRA) notice to all NFIP policyholders annually for both new business and renewals. The notice reports the property's NFIP claims history and clarifies how that may affect premiums – either through designation as a Severe Repetitive Loss (SRL) property or through the Prior NFIP Claims rating factor.</p>	Section 3: How to Write	I-33

## Appendix I: Policyholder Communications

**Table 1: Underwriting-Related Policyholder Communications *continued***

Title	Description	Section Reference	Page
<b>Leased Federal Property Notice</b>	<p>The insurer sends a Leased Federal Property (LFP) Notice to the policyholder, agent, and lender notifying them if the property is a Leased Federal Property (LFP), a residential or non-residential property leased from the Federal Government that FEMA determines is located:</p> <ul style="list-style-type: none"> <li>• On the river-facing side of any dike, levee, or other riverine flood-control structure; or</li> <li>• Seaward of any seawall or other coastal flood-control structure.</li> </ul> <p>FEMA must charge full-risk flood insurance premiums for such properties.</p>	Appendix G: Leased Federal Properties	I-39
<b>Provisional Rating Notice</b>	<p>The insurer sends the policyholder, agent, and lender this notice that it wrote the policy using provisional rates due FEMA's system being unavailable and will need to endorse the policy to a rating engine rate.</p>	Section 3: How to Write	I-43
<b>Renewal Notice, Renewal Notice (This Is Not A Bill), and Final Notice</b>	<ul style="list-style-type: none"> <li>• The insurer must send a Renewal Notice to the payor listed on the policy declarations page at least 45 days before the policy expires.</li> <li>• The insurer must also send a Renewal Notice (This Is Not A Bill) to all parties listed on the policy declarations page.</li> <li>• If the insurer does not receive the premium payment by the policy expiration date, it must send a Final Notice, on the policy expiration date, to all parties listed on the prior policy declarations page.</li> </ul>	Section 5: How to Renew	I-44
<b>Cancellation Verification Letter</b>	<p>The policyholder submits this letter to request cancellation or nullification of their policy if they had obtained and maintained it to fulfill a lender requirement.</p>	Section 6: How to Cancel	I-73

### II. Declarations Page and Summary of Coverage

#### A. Overview

A computer-generated summary of information provided in the Flood Insurance Application. The Declarations Page also describes the terms of the policy, limits of coverage, and displays the premium and the insurer name. The Declarations Page is part of this flood insurance policy. The insurers sends the Declarations Page to the policyholder, agent, and lender if applicable.

The insurer also sends the NFIP Summary of Coverage to the policyholder and a cover letter to reference these enclosures. See sample cover letter on the next page, displaying links to the Residential and Commercial Summary of Coverage documents.

**Note:** The insurer may send these documents via postal or electronic delivery in accordance with their usual business practice. FEMA recommends that the insurers use an opt-in approach to electronic communication with policyholders.

#### B. Summary of Coverage

##### **Flood Insurance Policy Packet**

##### **Important Information About The National Flood Insurance Program**

Federal law requires insurance companies that participate in the National Flood Insurance Program to provide you with the enclosed Summary of Coverage. It's important to understand that the Summary of Coverage provides only a general overview of the coverage afforded under your policy. You will need to review your flood insurance policy, Declarations Page, and any applicable endorsements for a complete description of your coverage. The enclosed Declarations Page indicates the coverage you purchased, your policy limits and the amount of your deductible.

You will soon receive additional information about the National Flood Insurance Program. This information will include a Claims Handbook, a history of flood losses that have occurred on your property as contained in FEMA's data base, and an acknowledgement letter.

If you have any questions about your flood insurance policy, please contact your agent or your insurance company.

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Click [here](#) to access the NFIP Summary of Coverage for residential property.

Click [here](#) to access the NFIP Summary of Coverage for commercial property.

## C. Templates

### 1. Declarations Page Template (New Business or Renewal), Page 1



FEMA



Policy Number: [Value]

Policy Term: [Eff. Date] (12:01 a.m.) – [Exp. Date]  
(12:01 a.m.)

Policy Form: [Value]

Policy Declarations Type: [Value]

Rate Category: [Value]

Insured Property Location: [Line 1]  
[Line 2]

## FLOOD INSURANCE POLICY DECLARATIONS

This Declarations Page is part of your Policy. THIS IS NOT A BILL.

Policyholder(s)/Mailing Address:

[Line 1]  
[Line 2]  
[Line 3]  
[Line 4]

Agent:

[Line 1]  
[Line 2]  
[Line 3]  
[Line 4]

Insurer NAIC Number: [value]

### Policy Coverages & Endorsements

COVERAGE	LIMIT	DEDUCTIBLE
Building	[\$000,000]	[\$000,000]
Contents	[\$000,000]	[\$000,000]

\$[00,000.00]

Total Annual Payment

Includes Premium, Discounts, Fees, and Surcharges

[Coverage limitations may apply. See your Policy Form for details.]

Payor: [value]

### Premium Details

Building Premium	\$00,000
Contents Premium	\$00,000
Increased Cost of Compliance (ICC) Premium	\$00,000
Mitigation Discounts	(\$000)
Community Rating System Discount	(\$000)
<b>Full-Risk Premium</b>	<b>\$00,000</b>
Statutory Discounts	
• Annual Increase Cap Discount	(\$000)
• Pre-FIRM Discount	(\$000)
• Newly Mapped Discount	(\$000)
• Other Statutory Discounts	(\$000)
<b>Discounted Premium</b>	<b>\$00,000</b>
Fees and Surcharges	
• Reserve Fund Assessment	\$000
• Homeowner Flood Insurance Affordability Act of 2014 (HFIAA) Surcharge	\$000
• Federal Policy Fee	\$000
• Probation Surcharge	\$000
<b>Total Annual Payment (Premium, Discounts, Fees and Surcharges)</b>	<b>\$00,000</b>

## Appendix I: Policyholder Communications

### 2. Declarations Page Template (New Business or Renewal), Page 2



**FEMA**



**Policy Number:** [value]

#### **Location and Property Information**

Primary Residence	[Yes/No]
Building Occupancy	[Value]
Building Description	[Value]
Building Description Detail	[Value]
First Floor Height	[Value] ft.
Method Used to Determine First Floor Height	[Value]
Property Description	[Line 1] [Line 2]
Number of Units	[Value]
Date of Construction or Date of Substantial Improvement	[MM/DD/YYYY]
Prior NFIP Claims	[Value] claim(s)
Replacement Cost Value	[Value]

*Your property's NFIP flood claims history can affect your premium. For more information, contact your insurance agent or company.*

#### **Lender Information**

<b>1st Mortgagee</b>	<b>2nd Mortgagee /Other</b>
[Value]	[Value]
[Address Line]	[Address Line]
Loan No.: [000-000000-0]	Loan No.: [000-000000-0]

For questions about your flood insurance policy rating, contact your agent or insurance company. To learn more about your flood risk please visit [FEMA.gov or FloodSmart.gov placeholder].

## Appendix I: Policyholder Communications

### 3. Declarations Page Template (Endorsement), Page 1

 <b>FEMA</b>		<p><b>Policy Number:</b> [Value] <b>Policy Term:</b> [Eff. Date] (12:01 a.m.) – [Exp. Date] (12:01 a.m.) <b>Endorsement Effective Date:</b> [End. Eff. Date] (12:01 a.m.) <b>Reason for Change:</b> [Value] <b>Policy Form:</b> [Value] <b>Policy Declarations Type:</b> [Value] <b>Rate Category:</b> [Value] <b>Insured Property Location:</b> [Line 1] [Line 2]</p>	
FLOOD INSURANCE POLICY DECLARATIONS			
This Declarations Page is part of your Policy. <b>THIS IS NOT A BILL.</b>			
<b>Policyholder(s)/Mailing Address:</b> [Line 1] [Line 2] [Line 3] [Line 4]		<b>Agent:</b> [Line 1] [Line 2] [Line 3] [Line 4]	
		<b>Insurer NAIC Number:</b> [value]	
Policy Coverages & Endorsements			
COVERAGE	LIMIT	DEDUCTIBLE	<b>\$[00,000.00]</b> Revised Total Annual Payment Includes Premium, Discounts, Fees, and Surcharges
Building	[\$000,000]	[\$000,000]	
Contents	[\$000,000]	[\$000,000]	
[Coverage limitations may apply. See your Policy Form for details.]			<b>Payor:</b> [value]
Premium Details			
<b>Building Premium</b>			<b>\$00,000</b>
<b>Contents Premium</b>			<b>\$00,000</b>
<b>Increased Cost of Compliance (ICC) Premium</b>			<b>\$00,000</b>
<b>Mitigation Discounts</b>			(\$000)
<b>Community Rating System Discount</b>			(\$000)
<b>Full-Risk Premium</b>			<b>\$00,000</b>
Statutory Discounts			
• Annual Increase Cap Discount			(\$000)
• Pre-FIRM Discount			(\$000)
• Newly Mapped Discount			(\$000)
• Other Statutory Discounts			(\$000)
<b>Discounted Premium</b>			<b>\$00,000</b>
Fees and Surcharges			
• Reserve Fund Assessment			\$000
• Homeowner Flood Insurance Affordability Act of 2014 (HFIAA) Surcharge			\$000
• Federal Policy Fee			\$000
• Probation Surcharge			\$000
<b>Revised Total Annual Payment (Premium, Discounts, Fees and Surcharges)</b>			<b>\$00,000</b>

## Appendix I: Policyholder Communications

### 4. Declarations Page Template (Endorsement), Page 2



**FEMA**



**Policy Number:** [value]

#### **Location and Property Information**

<b>Primary Residence</b>	[Yes/No]
<b>Building Occupancy</b>	[Value]
<b>Building Description</b>	[Value]
<b>Building Description Detail</b>	[Value]
<b>First Floor Height</b>	[Value] ft.
<b>Method Used to Determine First Floor Height</b>	[Value]
<b>Property Description</b>	[Line 1] [Line 2]
<b>Number of Units</b>	[Value] unit(s)
<b>Date of Construction or Date of Substantial Improvement</b>	[MM/DD/YYYY]
<b>Prior NFIP Claims</b>	[Value] claim(s)
<b>Replacement Cost Value</b>	[Value]

*Your property's NFIP flood claims history can affect your premium. For more information, contact your insurance agent or company.*

#### **Lender Information**

<b>1st Mortgagee</b>	<b>2nd Mortgagee / Other</b>
[Value]	[Value]
[Address Line]	[Address Line]
Loan No.: [000-000000-0]	Loan No.: [000-000000-0]

For questions about your flood insurance policy rating, contact your agent or insurance company. To learn more about your flood risk please visit [FEMA.gov or FloodSmart.gov placeholder].

### D. Sample Documents

#### 1. Declarations Page Sample (New Business or Renewal), Page 1



**FEMA**



**Policy Number:** 1234567890

**Policy Term:** October 1, 2021 (at time of loan closing) – October 1, 2022 at (12:01 a.m.)

**Policy Form:** Dwelling Policy

**Policy Declarations Type:** New Policy Declarations

**Rate Category:** Rating Engine

**Insured Property Location:** 3200 Mount Vernon Memorial Hwy  
Mount Vernon, VA 22121

## FLOOD INSURANCE POLICY DECLARATIONS

This Declarations Page is part of your Policy. **THIS IS NOT A BILL.**

#### Policyholder(s)/Mailing Address:

George Washington  
Martha Washington  
3200 Mount Vernon Memorial Highway  
Mount Vernon, VA 22121

#### Agent:

John Lennon, John, Paul, George & Ringo's Agency  
123 Abbey Road  
Washington, DC 21009  
(205) 555-2189 | [email@jpragency.com](mailto:email@jpragency.com)

**Insurer NAIC Number:** 0987654321

#### Policy Coverages & Endorsements

**\$2,049.00**

Total Annual Payment

Includes Premium, Discounts, Fees, and Surcharges

**Payor:** Policyholder(s)

#### Premium Details

<i>Building Premium</i>	<b>\$1,500</b>
<i>Contents Premium</i>	<b>\$1,000</b>
<i>Increased Cost of Compliance (ICC) Premium</i>	<b>\$75</b>
<i>Mitigation Discounts</i>	<b>(\$150)</b>
<i>Community Rating System Discount</i>	<b>(\$250)</b>
<b>Full-Risk Premium</b>	<b>\$2,175</b>
Statutory Discounts	
• Annual Increase Cap Discount	<b>(\$500)</b>
<b>Discounted Premium</b>	<b>\$1,675</b>
Fees and Surcharges	
• Reserve Fund Assessment	<b>\$302</b>
• Homeowner Flood Insurance Affordability Act of 2014 (HFIAA) Surcharge	<b>\$25</b>
• Federal Policy Fee	<b>\$47</b>
<b>Total Annual Payment (Premium, Discounts, Fees and Surcharges)</b>	<b>\$2,049</b>

## Appendix I: Policyholder Communications

### 2. Declarations Page Sample (New Business or Renewal), Page 2



FEMA



Policy Number: 1234567890

#### Location and Property Information

Primary Residence	Yes
Building Occupancy	Single-Family Home
Building Description	Main Dwelling
First Floor Height	2 ft
Method Used to Determine First Floor Height	FEMA determined
Property Description	Slab on grade (no basement, enclosure, or crawlspace). One floor. Masonry construction.
Date of Construction	05/01/1993
Prior NFIP Claims	0 claim(s)

*Your property's NFIP flood claims history can affect your premium. For more information, contact your insurance agent or company.*

#### Lender Information

##### 1st Mortgagee

Paul Revere, Bank of America  
100 North Tryon Street  
Charlotte, NC 28255

Loan No.: 987-654321-0

For questions about your flood insurance policy rating, contact your agent or insurance company. To learn more about your flood risk please visit [FEMA.gov or FloodSmart.gov placeholder].

## Appendix I: Policyholder Communications

### 3. Declarations Page Sample (Endorsement), Page 1



FEMA



Policy Number: 1234567890

Policy Term: October 1, 2021 (12:01am) –  
October 1, 2022 (12:01 a.m.)

Endorsement Effective Date: November 15, 2021 (12:01 a.m.)

Reason for Change: Building Information

Policy Form: Residential Condominium Building

Policy Declarations Type: Revised Policy Declarations

Rate Category: Rating Engine

Insured Property Location: 3200 Mount Vernon Memorial Hwy  
Mount Vernon, VA 22121

## FLOOD INSURANCE POLICY DECLARATIONS

This Declarations Page is part of your Policy. **THIS IS NOT A BILL.**

**Policyholder(s)/Mailing Address:**

Mount Vernon Condominium Association  
124 Mount Vernon Memorial Highway  
Mount Vernon, VA 22121

**Agent:**

John Lennon, John, Paul, George and Ringo's Agency  
123 Abbey Road  
Washington, DC 21009  
(205) 555-2189 email@jpfragency.com

**Insurer NAIC Number:** 0987654321

### Policy Coverages & Endorsements

COVERAGE	LIMIT	DEDUCTIBLE
Building	\$500,000	\$10,000
Contents	\$100,000	\$10,000

Coverage limitations may apply. See your Policy Form for details.

**\$6,450.00**

Revised Total Annual Payment  
Includes Premium, Discounts, Fees, and Surcharges

**Payor:** Lender (1<sup>st</sup> Mortgagee)

### Premium Details

Building Premium	\$3,500
Contents Premium	\$2,500
Increased Cost of Compliance (ICC) Premium	\$175
Mitigation Discounts	(\$150)
Community Rating System Discount	(\$350)
<b>Full-Risk Premium</b>	<b>\$5,675</b>
Statutory Discounts	
• Annual Increase Cap Discount	(\$700)
<b>Discounted Premium</b>	<b>\$4,975</b>
Fees and Surcharges	
• Reserve Fund Assessment	\$896
• Homeowner Flood Insurance Affordability Act of 2014 (HFIAA) Surcharge	\$250
• Federal Policy Fee	\$329
<b>Revised Total Annual Payment (Premium, Discounts, Fees and Surcharges)</b>	<b>\$6,450</b>

## Appendix I: Policyholder Communications

### 4. Declarations Page Sample (Endorsement), Page 2



**FEMA**



Policy Number: 1234567890

#### **Location and Property Information**

<b>Primary Residence</b>	No
<b>Building Occupancy</b>	Residential Condominium Building
<b>Building Description</b>	Entire Residential Condominium Building
<b>First Floor Height</b>	1 ft
<b>Method Used to Determine First Floor Height</b>	FEMA determined
<b>Property Description</b>	Slab on grade (no basement, enclosure, or crawlspace). Three floors. Masonry construction.
<b>Number of Units</b>	7 units
<b>Date of Construction</b>	05/01/1993
<b>Prior NFIP Claims</b>	0 claim(s)
<b>Replacement Cost Value</b>	\$2,250,000

*Your property's NFIP flood claims history can affect your premium. For more information, contact your insurance agent or company.*

#### **Lender Information**

##### **1st Mortgagee**

Paul Revere, Bank of America  
100 North Tryon Street  
Charlotte, NC 28255

Loan No.: 987-654321-0

For questions about your flood insurance policy rating, contact your agent or insurance company. To learn more about your flood risk please visit [FEMA.gov or FloodSmart.gov placeholder].

## Appendix I: Policyholder Communications

### E. Requirements

**Table 2: Declarations Page Requirements**

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in blue, unless otherwise indicated)	RR 2.0 Req't (for WYOs + NFIP Direct)	Possible Values or Required Format	Description & Required Information (under RR 2.0)
1	Policy	NFIP Policy Number	Policy Number	Always shown	1234567890	Indicate the 10-character string for this policy as reported to the NFIP system of record. If the insurance provider uses a separate policy number for internal purposes, identify this field as “NFIP Policy Number.”
2	Policy	Policy Term	Policy Term	Always shown	<u>Policy Effective Date:</u> MM/DD/YYYY or Month DD, YYYY <u>Policy Effective Time:</u> “12:01am,” <u>Policy Expiration Date:</u> MM/DD/YYYY or Month DD, YYYY <u>Policy Expiration Time:</u> “12:01am”	Indicate the Policy Effective Date and Policy Expiration Date and Time for all policies. For loan exception policies, indicate the Policy Effective Time as “at the time of loan closing.” For non-loan exception policies, indicate the Policy Effective Time as “12:01am.” For all policies indicate the Policy Expiration Time as “12:01am.”
3	Policy	Endorsement Effective Date	Endorsement Effective Date	Conditional – only if applicable	<u>Endorsement Effective Date:</u> MM/DD/YYYY or Month DD, YYYY <u>Endorsement Effective Time:</u> “12:01am,” “at the time of loan closing”	Condition: Policy Declarations are being or have been modified through endorsement, after the Policy Effective Date and before the Policy Expiration Date. Indicate the effective date of the Declarations modifying a policy after the Policy Effective Date and before the Policy Expiration Date. For loan exception policies, indicate the Endorsement Effective Time as “at the time of loan closing.” For non-loan exception policies, indicate the Endorsement Effective Time as “12:01am.”
4	Policy	Policy Form	Policy Form	Always shown	“Dwelling Policy” or “DP,” “General Property” or “GP,” “Residential Condominium Building Association Policy” or “RCBAP”	Indicate whether the policy is a Dwelling Policy (DP), General Property (GP), or Residential Condominium Building Association Policy (RCBAP). This may be spelled out, or abbreviated as indicated.
5	Policy	Policy Declarations Type	Policy Declarations Type	Always shown	“New Policy Declarations,” “Renewal Policy Declarations,” “Revised Policy Declarations”	Indicate the type of declarations included in this document: New Policy Declarations, Renewal Policy Declarations, or Revised Policy Declarations (i.e., Endorsement[s]).

## Appendix I: Policyholder Communications

**Table 2: Declarations Page Requirements** *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in blue, unless otherwise indicated)	RR 2.0 Req't (for WYOs + NFIP Direct)	Possible Values or Required Format	Description & Required Information (under RR 2.0)
6	Policy	Rate Category	Rate Category	Always shown	"Rating Engine," "Provisional Rate"	Indicate the type of Rate Category used to rate this policy. Provisional rates are used to enable coverage when the FEMA system is unavailable and FEMA has provided guidance to use provisional rating.
7	Policy	Insured Property Location	Insured Property Location	Always shown	[standard USPS address]	Indicate the street address of the building insured by the Policy.
8	Agent	Named Insured(s)/ Mailing Address	Policyholder(s)/ Mailing Address	Always shown	[Policyholder Name 1] [Policyholder Name 2 or "ATIMA"] [standard USPS address]	Indicate the named insured/policyholder, including second insured and/or any "ATIMA," and mailing address of primary named insured.
9	Agent	Agent/Producer Name and Address	Agent	Always shown	[Agent Name] [standard USPS address] [add'l contact info]	Indicate the name and contact info (address, phone, and email or website) of the agent of record, producer, or broker.
10	Insurer	National Association of Insurance Commissioners (NAIC) identification number	Insurer NAIC Number	Always shown (for WYOs only)	[NAIC number scheme]	Indicate the insurer's NAIC number. Only applies to WYOs.
11	Coverages & Endorsements	Building Coverage [Limit]	Building Coverage	Always shown	<u>For policies with no Building Coverage:</u> "n/a" – Building Coverage values by Building Occupancy – <u>Single-Family Home, Residential</u> <u>Manufactured/Mobile Home, Residential</u> <u>Unit, or Two-to-Four Family Building</u> Regular Program: "[\\$1–\\$250,000]," Emergency Program (AK, GU, HI, US VI): "[\\$1–\\$50,000]," Emergency Program (all other states): "[\\$1–\\$35,000]" <u>Residential Condominium Building</u> Regular Program: "[\\$250,000 multiplied by total Number of Units]," Emergency Program: "n/a"	Indicate the Building Coverage limit amount. If the policy only covers contents, then indicate "n/a." Policies written under the Emergency Program have different limits, which may vary by state. Policies written for property in Alaska (AK), Guam (GU), Hawaii (HI), and US Virgin Islands (US VI) have different limits under the Emergency Program than policies written under the Emergency Program for other states and territories. Refer to "Coverage and Deductibles" section of the FIM for details.

**Table 2: Declarations Page Requirements** *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in blue, unless otherwise indicated)	RR 2.0 Req't (for WYOs + NFIP Direct)	Possible Values or Required Format	Description & Required Information (under RR 2.0)
11 cont.					<u>Other Residential Building, Non-Residential Building, or Non-Residential Manufactured/Mobile Building</u> Regular Program: “[\\$1–\\$500,000],” Emergency Program (AK, GU, HI, US VI): “[\\$1–\\$150,000],” Emergency Program (all other states): “[\\$1–\\$100,000]” <u>Non-Residential Unit</u> “n/a”	
12	Coverages & Endorsements	Building Deductible	<a href="#">Building Deductible</a>	Always shown	<u>For policies with no Building Coverage:</u> “n/a” – Building Deductible values by Building Occupancy – <u>Single Family Home, Residential Manufactured/Mobile Home, Residential Unit, and Two-to-Four Family Building:</u> “\\$1,000,” “\\$1,250,” “\\$1,500,” “\\$2,000,” “\\$5,000,” “\\$10,000” <u>Other Residential Building, Non-Residential Building, Non-Residential Manufactured/Mobile Building, and Non-Residential Unit:</u> “\\$1,000,” “\\$1,250,” “\\$1,500,” “\\$2,000,” “\\$5,000,” “\\$10,000,” “\\$25,000,” “\\$50,000” <u>Residential Condominium Building:</u> “\\$1,000,” “\\$1,250,” “\\$1,500,” “\\$2,000,” “\\$5,000,” “\\$10,000,” “\\$25,000”	Indicate the <i>Building Deductible</i> amount. If the policy only covers contents, then indicate “n/a.” For select occupancies (i.e., Single Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building), <i>Building Deductible</i> amounts can be mixed with any <i>Contents Deductible</i> option for those occupancies. For all other policies, these <i>Building Deductible</i> amounts can only be selected in fixed combinations with certain <i>Contents Deductible</i> options, as specified in the FIM. Refer to “Coverage and Deductibles” section of the FIM for details.
13	Coverages & Endorsements	Contents Coverage [Limit]	<a href="#">Contents Coverage</a>	Always shown	<u>For policies with no Contents Coverage:</u> “n/a” – Contents Coverage values by Building Occupancy – <u>Single-Family Home, Residential Manufactured/Mobile Home, Residential Unit, Two-to-Four Family Building, or Other Residential Building</u>	Indicate the <i>Contents Coverage</i> limit amount. If the policy only covers the building, then indicate “n/a.” Policies written under the Emergency Program have different limits. Refer to “Coverage and Deductibles” section of the FIM for details.

## Appendix I: Policyholder Communications

**Table 2: Declarations Page Requirements** *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in blue, unless otherwise indicated)	RR 2.0 Req't (for WYOs + NFIP Direct)	Possible Values or Required Format	Description & Required Information (under RR 2.0)
13 cont.					Regular Program: “[\\$1–\$100,000],” Emergency Program: “[\\$1–\$10,000]”  Residential Condominium Building Regular Program: “[\\$1–\$100,000],” Emergency Program: “n/a”  <u>Non-Residential Building, Non-Residential Manufactured/Mobile Building, or Non- Residential Unit</u> Regular Program: “[\\$1–\$500,000],” Emergency Program: “[\\$1–\$100,000]”	
14	Coverages & Endorsements	Contents Deductible	Contents Deductible	Always shown	For policies with no Contents Coverage: “n/a”  – Contents Deductible values by Building Occupancy – <u>Single Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building:</u> “\$1,000,” “\$2,000,” “\$5,000,” “\$10,000”  <u>Other Residential Building, Non- Residential Building, Non-Residential Manufactured/Mobile Building, or Non- Residential Unit:</u> “\$1,000,” “\$1,250,” “\$1,500,” “\$2,000,” “\$5,000,” “\$10,000,” “\$25,000,” “\$50,000”  <u>Residential Condominium Building:</u> “\$1,000,” “\$1,250,” “\$1,500,” “\$2,000,” “\$5,000,” “\$10,000,” “\$25,000”	Indicate the <i>Contents Deductible</i> amount. If the policy only covers the building, then indicate “n/a.”  For select occupancies (i.e., Single Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building), <i>Contents Deductible</i> amounts can be mixed with any <i>Building Deductible</i> option for those occupancies.  For all other policies, these <i>Contents Deductible</i> amounts can only be selected in fixed combinations with certain <i>Building Deductible</i> options, as specified in the FIM. Refer to “Coverage and Deductibles” section of the FIM for details.
15	Messaging	Coverage Limitations	[Coverage Limitations]	Conditional – only if applicable	“Coverage limitations may apply. See your Policy Form for details.”	Include the specified messaging, for structures with basements and/or for those with elevated building foundation types.
16	Premium Details	Building Premium	Building Premium	Always shown	\$	Indicate the amount of premium paid towards building coverage.
17	Premium Details	Contents Premium	Contents Premium	Always shown	\$	Indicate the amount of premium paid towards <i>Contents Coverage</i> .

## Appendix I: Policyholder Communications

**Table 2: Declarations Page Requirements** *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in blue, unless otherwise indicated)	RR 2.0 Req't (for WYOs + NFIP Direct)	Possible Values or Required Format	Description & Required Information (under RR 2.0)
18	Premium Details	Increased Cost of Compliance (ICC) Premium	Increased Cost of Compliance (ICC) Premium	Always shown	\$	Indicate the <i>ICC Premium</i> amount. If zero, indicate zero.
19	Premium Details – Discounts	Mitigation Discounts	Mitigation Discounts	Conditional – only if applicable	(\$)	Indicate the aggregate amount of applicable <i>Mitigation Discounts</i> , which may include discounts for flood vents and/or discounts for properly elevated machinery and equipment (M&E).
20	Premium Details – Discounts	Community Rating System Discount	Community Rating System Discount	Always shown	(\$)	Indicate the CRS premium discount amount. If zero, indicate zero.
21	Premium Details	Full-Risk Premium	Full-Risk Premium	Always shown	\$	Indicate the <i>Full-Risk Premium</i> amount for the policy excluding fees, surcharges, assessments, and applicable discounts.
22	Premium Details – Discounts	Statutory Discounts	Statutory Discounts	Conditional – only if applicable	[section header, no content]	Indicate that certain premium elements are <i>Statutory Discounts</i> . Premium discount elements to group together include <i>Annual Increase Cap</i> , <i>Pre-FIRM Discount</i> , <i>Newly Mapped Discount</i> , and <i>Other Statutory Discounts</i> .
23	Premium Details – Discounts	Annual Increase Cap Discount	Annual Increase Cap Discount	Conditional – only if applicable	(\$)	Indicate the <i>Annual Increase Cap Discount</i> amount, if applicable.
24	Premium Details – Discounts	Pre-FIRM Discount	Pre-Flood Insurance Rate Map Discount or Pre-FIRM Discount	Conditional – only if applicable	(\$)	Indicate the <i>Pre-FIRM Discount</i> amount, if the building receives a Pre-FIRM discount. If not receiving the Pre-FIRM discount (whether eligible or not) then field not required.
25	Premium Details – Discounts	Newly Mapped Discount	Newly Mapped Discount	Conditional – only if applicable	(\$)	Indicate the <i>Newly Mapped Discount</i> amount, if applicable.
26	Premium Details – Discounts	Other Statutory Discounts	Other Statutory Discounts	Conditional – only if applicable	(\$)	Indicate the <i>Other Statutory Discount</i> amounts corresponding to the Emergency Program Discount, AR Discount, and/or A99 Discount if applicable.

## Appendix I: Policyholder Communications

**Table 2: Declarations Page Requirements** *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in blue, unless otherwise indicated)	RR 2.0 Req't (for WYOs + NFIP Direct)	Possible Values or Required Format	Description & Required Information (under RR 2.0)
27	Premium Details	Discounted Premium	Discounted Premium	Always shown	\$	Indicate the combined premium discount amount for the rating items if applicable. Items include <i>Building Premium</i> , <i>Contents Premium</i> , <i>ICC Premium</i> , <i>Mitigation Discounts</i> (including flood vents and properly elevated M&E), <i>Community Rating System Discount</i> , <i>Annual Increase Cap</i> , <i>Pre-FIRM Discount</i> , <i>Newly Mapped Discount</i> , and <i>Other Statutory Discounts</i> .
28	Premium Details – Fees/Charges	Reserve Fund Assessment	Reserve Fund Assessment	Always shown	\$	Indicate the <i>Reserve Fund Assessment</i> amount. If zero, indicate zero. If the Rate Category is “Rating Engine,” then FEMA provides this value. If the Rate Category is “Provisional Rate,” then insurer (or insurer system) calculates based on FIM guidance.
29	Premium Details – Fees/Charges	Homeowner Flood Insurance Affordability Act of 2014 (HFIAA) Surcharge	Homeowner Flood Insurance Affordability Act of 2014 (HFIAA) Surcharge	Always shown	<ul style="list-style-type: none"> <li>– HFIAA Surcharge values by Primary Residence and Building Occupancy –</li> <li><u>Residential building that is Policyholder Primary Residence (Single-Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building): “\$25”</u></li> <li><u>Residential building that is a Non-Primary Residence for Policyholder (Single-Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building): “\$250”</u></li> <li><u>All Other NFIP policies (Other Residential Building, Residential Condominium Building, Non-Residential Building, Non-Residential Manufactured/Mobile Building, or Non-Residential Unit): “\$250”</u></li> </ul>	Indicate the <i>Homeowner Flood Insurance Affordability Act of 2014 (HFIAA) Surcharge</i> amount. For primary residences, indicate a <i>HFIAA Surcharge</i> amount of \$25. For all other NFIP policies (including Non-Primary Residences, Non-Residential Business, Other Non-Residential Buildings/Non-Condominium Multi-Family Buildings), indicate a <i>HFIAA Surcharge</i> amount of \$250.

## Appendix I: Policyholder Communications

**Table 2: Declarations Page Requirements** *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in blue, unless otherwise indicated)	RR 2.0 Req't (for WYOs + NFIP Direct)	Possible Values or Required Format	Description & Required Information (under RR 2.0)
30	Premium Details – Fees/Charges	Federal Policy Fee	Federal Policy Fee	Always shown	<ul style="list-style-type: none"> <li>– Federal Policy Fee values by Building Occupancy –</li> <li><u>Single-Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building</u> “\$47”</li> <li><u>Other Residential Building, Non-Residential Building, Non-Residential Manufactured/Mobile Building, or Non-Residential Unit</u> “\$47”</li> <li><u>Residential Condominium Building</u></li> <li>Units 1–20: \$47 per unit</li> <li>Units 21–40: \$20 per unit</li> <li>Units 41–100: \$10 per unit</li> <li>Units 101+: \$2 per unit</li> </ul>	<p>Indicate the Federal Policy Fee (FPF) amount for all policies.</p> <p>For building occupancies under the Dwelling Form and General Property Form, the FPF amount is \$47.</p> <p>For Residential Condominium Buildings, the FPF amount is a calculation based on the total number of units in the building. Refer to the “Federal Policy Fee” section of the FIM for details.</p>
31	Premium Details – Fees/Charges	Probation Surcharge	Probation Surcharge	Conditional – only if applicable	\$50	Indicate the <i>Probation Surcharge</i> amount of \$50 if applicable.
32	Premium Details	Annual Premium	Total Annual Payment	Always shown	\$	Indicate the total amount of annual premium paid (submitted premium).
33	Premium Details	Revised Annual Premium	Revised Total Annual Payment	Conditional – only if applicable	\$	Indicate the revised total amount of annual premium for the policy, inclusive of changes due to endorsement(s).
34	Policy	Payor	Payor	Always shown	<ul style="list-style-type: none"> <li>“Policyholder,”</li> <li>“Lender (1st Mortgagee),”</li> <li>“Lender (2nd Mortgagee),”</li> <li>“Loss Payee,”</li> <li>“Other (see <i>Lender Information – 2nd Mortgagee/Other</i> for details)”</li> </ul>	Indicate who receives the renewal notice and pays the total annual payment amount (submitted premium).
35	Location and Property Info	Primary Residence	Primary Residence	Always shown	<ul style="list-style-type: none"> <li>“Yes,”</li> <li>“No”</li> </ul>	A “Yes” must be displayed if the policy covers the insured’s primary residence. Otherwise, display “No.”

**Table 2: Declarations Page Requirements** *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in blue, unless otherwise indicated)	RR 2.0 Req't (for WYOs + NFIP Direct)	Possible Values or Required Format	Description & Required Information (under RR 2.0)
36	Location and Property Info	Building Occupancy	Building Occupancy	Always shown	<p><u>Residential:</u>            “Single-Family” or “Single-Family Home,”            “Residential Manufactured/Mobile Home,”            “Residential Unit,”            “Two-to-Four Family” or “Two-to-Four Family Building,”            “Other Residential” or “Other Residential Building,”            “Residential Condominium Building”</p> <p><u>Non-Residential:</u>            “Non-Residential Building,”            “Non-Residential Manufactured/Mobile Building,”            “Non-Residential Unit”</p>	Indicate the <i>Building Occupancy</i> of the covered property.
37	Location and Property Info	Building Description	Building Description	Always shown	<p><u>Residential:</u>            “Entire Apartment Building,”            “Apartment Unit,”            “Entire Cooperative Building,”            “Cooperative Unit,”            “Detached Guest House,”            “Main Dwelling,”            “Entire Residential Condominium Building,”            “Residential Condominium Unit (in Residential Building),”            “Residential Condominium Unit (in Non-Residential Building),”            “Other Dwelling Type (please specify)”</p> <p><u>Non-Residential:</u>            “Agricultural Building,”            “Commercial,”            “Detached Garage,”            “Government-Owned,”            “House of Worship,”            “Recreation Building,”            “Storage/Tool Shed,”            “Other Non-Residential Type (please specify)”</p>	Indicate the <i>Building Description</i> . If the selected <i>Building Description</i> value is “Other Dwelling Type” or “Other Non-Residential Type,” then provide additional descriptive details using <i>Building Description Detail</i> field.

## Appendix I: Policyholder Communications

**Table 2: Declarations Page Requirements** *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in blue, unless otherwise indicated)	RR 2.0 Req't (for WYOs + NFIP Direct)	Possible Values or Required Format	Description & Required Information (under RR 2.0)
38	Location and Property Info	Building Description Detail	Building Description Detail	Conditional – only if applicable	[details]	If the selected <i>Building Description</i> value is “Other Dwelling Type” or “Other Non-Residential Type,” then provide additional descriptive details.
39	Location and Property Info	First Floor Height [Used (in feet)]	First Floor Height [Used (in feet)]	Always shown	“[whole integer] ft”	Indicate the <i>First Floor Height Used</i> , in feet, to calculate elevation for rating purposes. This information may be presented in-line with <i>Method Used to Determine First Floor Height</i> .
40	Location and Property Info	Method Used to Determine First Floor Height	Method Used to Determine First Floor Height	Always shown	“FEMA determined,” “Elevation Certificate,”	Indicate the method used to determine first floor height used for rating purposes. This information may be presented in-line with <i>First Floor Height Used (in feet)</i> .
41	Location and Property Info	Property Description	Property Description	Always shown	<p><u>Foundation Type:</u> “Slab on grade (Non-Elevated),” “Basement (Non-Elevated),” “Crawlspace (Elevated or Non-Elevated Subgrade Crawlspace),” “Elevated without enclosure on posts, piles, or piers,” “Elevated with enclosure on posts, piles, or piers,” “Elevated with enclosure not on posts, piles, or piers (solid foundation walls)”</p> <p><u>Number of Floors:</u> “[whole integer] floor(s)”</p> <p><u>Construction Type:</u> “Frame,” “Masonry,” “Other”</p>	Indicate the <i>Property Description</i> composed of the following fields, as applicable: <i>Foundation Type</i> , <i>Number of Floors</i> , and <i>Construction Type</i> .
42	Location and Property Info	Number of Units	Number of Units	Conditional – only if applicable	“[whole integer] units”	Indicate the <i>Number of Units</i> covered by the policy. Only applies to RCBAP policies.
43	Location and Property Info	Date of Construction or Date of Substantial Improvement	Date of Construction or Date of Substantial Improvement	Always shown	MM/DD/YYYY or Month DD, YYYY	Indicate the <i>Date of Construction</i> or, if applicable, the <i>Date of Substantial Improvement</i> . If the property has not been substantially improved, show <i>Date of Construction</i> . If the property has been

## Appendix I: Policyholder Communications

**Table 2: Declarations Page Requirements** *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in blue, unless otherwise indicated)	RR 2.0 Req't (for WYOs + NFIP Direct)	Possible Values or Required Format	Description & Required Information (under RR 2.0)
43 cont.						substantially improved, show <i>Date of Substantial Improvement</i> .
44	Location and Property Info	Prior NFIP Claims	Prior NFIP Claims	Always shown	"[whole integers] claim(s)"	Indicate the number of <i>Prior NFIP Claims</i> used for rating the policy, based on that individual building's history of NFIP flood claims over a rolling 20-year window as determined by the policy's effective date. If zero, indicate zero. The following claim payments are excluded from <i>Prior NFIP Claims</i> : ICC claims, claims without payment (CWOPs), and claim payments equal to or less than the deductible amount.
45	Location and Property Info	Replacement Cost Value	Replacement Cost Value	Conditional – only if applicable	[\$000,000]	Indicate the documented <i>Replacement Cost Value</i> . Only applies to the following building occupancies: Other Residential Building, Residential Condominium Building, Non-Residential Building, Non-Residential Manufactured/Mobile Building, and Non-Residential Unit.  Replaces former field requirement "Replacement Cost Value (RCBAP and policies using Post'81 V Zones rates – must indicate field name)."
46	Lender Info	First Mortgagee [Name, Address, Loan Number]	First Mortgagee [Name, Address, Loan Number]	Always shown	[1st Mortgagee Name] [standard USPS address] [1st Mortgage Loan No.]	Indicate the name and address of the first mortgagee, and loan number if required by the lender.
47	Lender Info	Second Mortgagee/ Other [Name, Address, Loan Number]	Second Mortgagee/ Other [Name, Address, Loan Number]	Conditional – only if applicable	[2nd Mortgagee Name] [standard USPS address] [2nd Mortgage Loan No.]	Indicate the name and address of the second mortgagee, the name and address of the additional loss payee (if applicable), and loan number if required by the lender.
48	Messaging	Clear Communication of Risk	[Clear Communication of Risk]	Always shown	"For questions about your flood insurance policy rating, contact your agent or insurance company. To learn more about your flood risk please visit <a href="#">FloodSmart.gov/floodcosts</a> ."	Include the specified messaging.
49	Messaging	Prior NFIP Claims disclaimer	[Prior NFIP Claims communication]	Always shown	"Your property's NFIP flood claims history can affect your premium."	Include the specified messaging.

## Appendix I: Policyholder Communications

**Table 2: Declarations Page Requirements** *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in blue, unless otherwise indicated)	RR 2.0 Req't (for WYOs + NFIP Direct)	Possible Values or Required Format	Description & Required Information (under RR 2.0)
50	Messaging	NFIP Logo and/or descriptive text	[NFIP Logo or descriptive text]	Always shown	<placeholder>	Include the NFIP logo (recommended placement next to WYO corporate logo) and/or descriptive text identifying that it is an NFIP policy.
100	Coverages & Endorsements	Additions and Extensions Coverage	Additions and Extensions Coverage	n/a	–	N/A
101	Lender Info	Additional Loss Payee (Only if applicable - Indicate field name)	Additional Loss Payee (Only if applicable - Indicate field name)	n/a	–	Included but no longer a standalone field. Under RR 2.0 this information will be incorporated into the <i>Second Mortgagee/Other</i> .
102	Location and Property Info	Number of Floors or Building Type	Number of Floors or Building Type	n/a	–	Included but no longer a standalone field. Under RR 2.0 this information will be incorporated into the <i>Property Description</i> .
103	Location and Property Info	Basement/ Enclosure/ Crawlspace (Subgrade Crawlspace)	Basement/ Enclosure/ Crawlspace (Subgrade Crawlspace)	n/a	–	N/A
104	Location and Property Info	Community Name	Community Name	n/a	–	N/A
105	Location and Property Info	Community Number (including panel number and panel suffix)	Community Number (including panel number and panel suffix)	n/a	–	N/A
106	Location and Property Info	Condominium High Rise or Low Rise (for RCBAP only)	Condominium High Rise or Low Rise (for RCBAP only)	n/a	–	N/A
107	Location and Property Info	Current Flood Zone	Current Flood Zone	n/a	–	N/A
108	Location and Property Info	Elevated Building	Elevated Building	n/a	–	N/A
109	Location and Property Info	Flood Risk/Rated Zone (Indicate field name)	Flood Risk/Rated Zone (Indicate field name)	n/a	–	N/A

**Table 2: Declarations Page Requirements** *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in blue, unless otherwise indicated)	RR 2.0 Req't (for WYOs + NFIP Direct)	Possible Values or Required Format	Description & Required Information (under RR 2.0)
110	Location and Property Info	NFIP Grandfathering (Indicate field name as “Grandfathering” or “NFIP Grandfathering”)	NFIP Grandfathering (Indicate field name as “Grandfathering” or “NFIP Grandfathering”)	n/a	–	N/A
111	Location and Property Info	Pre-FIRM Subsidized	Pre-FIRM Subsidized	n/a	–	N/A
112	Premium Details – Discounts	Deductible Discount	Deductible Discount	n/a	–	N/A

### **III. Replacement Cost Value Update Notice**

#### **A. Overview**

The insurer sends this notice to obtain a validated Building Replacement Cost Value and supporting documentation at least every 3 years for the following building occupancies:

- Other Residential Building
- Residential Condominium Building
- Non-Residential Building
- Non-Residential Unit

Supporting Building Replacement Cost Value documentation is not required if:

- The building occupancy is Non-Residential Manufactured/Mobile Building;
- The building description is either Storage/Tool Shed or Detached Garage; or
- The building or unit's square footage is less than 1,000 square feet.

### B. Sample Building Replacement Cost Value Notification

#### **IMPORTANT FLOOD INSURANCE POLICY INFORMATION**

Agent's Name:  
Agent's Address:  
Re: Policyholder's Name:  
Property Address:  
Policy Number:

Dear Agent:

This letter is to inform you that the Building Replacement Cost Value on file for the building or unit referenced above must now be updated. The National Flood Insurance Program (NFIP) requires that the Building Replacement Cost Value be evaluated every 3 years; it has been at least 3 years since the Building Replacement Cost Value has been updated.

The Building Replacement Cost Value as currently listed on the above-referenced policy is <INSERT CURRENT Building Replacement Cost Value>. The amount of building coverage on the policy is <INSERT CURRENT BUILDING COVERAGE>.

You must provide new documentation of the updated Building Replacement Cost Value. Acceptable documentation of the building or unit Building Replacement Cost Value is a recent property valuation report that states the building or unit's value (including, for a building, the cost of the foundation) on a Building Replacement Cost Value basis.

For a Residential Condominium Building Association Policy (RCBAP), you must provide documentation of the current Building Replacement Cost Value or a statement signed by an officer or a representative of the Condominium Association confirming that the Building Replacement Cost Value is still valid. Please be aware that to the extent that the amount of building coverage on the RCBAP is not in an amount equal to the lesser of 80 percent or more of the full replacement cost of the building at the time of a loss or the maximum amount of insurance available under the NFIP, the Condominium Association may not be fully reimbursed for the loss.

If you have any questions about the information in this letter, please contact < INSERT INSURER CONTACT NAME AND TELEPHONE NUMBER>.

cc: Policyholder, Lender

### IV. Severe Repetitive Loss Property Notice

#### A. Overview

The insurer sends this notice to the affected policyholder, agent, and lender 90 days before the policy expiration date to explain that the building has met the criteria for designation as an SRL property and the policy must be written with the NFIP Direct's Special Direct Facility. This notifies the respective parties that the Special Direct Facility will service the policy and explains how the policyholder can appeal the designation.

### B. Sample Notifications

#### 1. Policyholder SRL Notification, Page 1

National Flood Insurance Program Address FEMA logo
<p><i>Policyholder Notice</i></p> <p style="text-align: center;"><b>IMPORTANT FLOOD INSURANCE POLICY INFORMATION</b></p> <p style="text-align: center;">Property Address: Policy Number:</p> <p>Dear &lt;<i>Insert Policyholder's Name</i>&gt;,</p> <p>Thank you for purchasing flood insurance through the National Flood Insurance Program (NFIP). Due to your property's flood insurance claim history, federal law requires us to identify it as a Severe Repetitive Loss (SRL) property. The NFIP will continue to offer flood insurance for your property, but how we service your policy will change and the cost of your policy may increase. You will also be eligible for enhanced mitigation assistance through FEMA's Flood Mitigation Assistance program. This letter will give you more information about what your property's SRL status means to you.</p> <p><b>What is a Severe Repetitive Loss Property?</b> A Severe Repetitive Loss property is an NFIP-insured building:</p> <ul style="list-style-type: none"><li>• That has incurred flood-related damage for which four or more separate claims payments have been made, with the amount of each claim (including building and contents payments) exceeding \$5,000, and with the cumulative amount of such claims payments exceeding \$20,000; or</li><li>• For which at least two separate claims payments (building payments only) have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the building.</li></ul> <p>In both instances, at least two of the claims must be within 10 years of each other, and claims made within 10 days of each other will be counted as one claim. In determining SRL status, FEMA considers the loss history since 1978, or from the building's construction if it was built after 1978, regardless of any changes in the ownership of the building.</p> <p><b>What if I Do Not Think My Property Qualifies as a Severe Repetitive Loss Property?</b> We do everything we can to make sure that our claims and SRL records are complete and accurate. If you think your property's SRL status is in error, your agent can help you work with the NFIP to correct your property's status.</p> <p><b>How Will the Servicing of My Flood Insurance Policy Change?</b> NFIP Direct, FEMA's direct servicing agent, services all flood insurance policies of SRL properties. That means you will keep your current agent, but we will move your policy from your current flood insurer to NFIP Direct at your next renewal. Transferring your policy to NFIP Direct ensures that FEMA can more closely monitor your property and proactively identify mitigation assistance opportunities to help reduce your property's flood risk. Your flood insurance policy's coverages, terms, and conditions will not change.</p>

## Appendix I: Policyholder Communications

### 2. Policyholder SRL Notification, Page 2

You should receive a renewal premium bill 45 days before your current flood insurance policy expires. You will need to pay the full amount due by the date indicated to renew your policy. This is the only bill that you should pay.

#### **Will My Premium Go Up Because of My Property's SRL Status?**

In most cases, federal law and NFIP rating procedures require us to phase out any discounted rates an SRL property may have received and charge premiums that take into account an SRL property's high risk of future flooding. Your agent can explain how your premiums will change and how to make sure that your policy remains affordable.

#### **How Do I Remove My Property's SRL Designation?**

To remove your property's SRL designation, you will need to bring your building into compliance with your community's current floodplain management requirements using an available mitigation option. We know this comes with upfront expenses, but you will see an immediate decrease in your flood insurance premiums and will be protected from future flooding.

#### **Will FEMA Help Me Mitigate My Property?**

FEMA offers the Flood Mitigation Assistance (FMA) grant program annually to mitigate SRL properties. The FMA program may provide federal grant funds to pay for up to 100 percent of the cost of eligible mitigation activities, such as elevating your NFIP-insured structure.

Mitigated properties may qualify for lower flood insurance premiums. To obtain additional information on the FMA program and other mitigation grant programs for residential and non-residential properties, please contact your local floodplain manager or state hazard mitigation officer, or go to the FEMA Hazard Mitigation Assistance webpage at [www.fema.gov/hazard-mitigation-assistance](http://www.fema.gov/hazard-mitigation-assistance).

#### **Who Can I Contact with My Questions?**

If you have questions about this letter and the SRL process, please contact your agent. You can also contact the FEMA Mapping and Insurance eXchange (FMIX) by calling 1-877-336-2627 or emailing [FEMA-FMIX@fema.dhs.gov](mailto:FEMA-FMIX@fema.dhs.gov).

Thank you for being a valued NFIP policyholder. We look forward to working with you to manage your flood risk.

Sincerely,

National Flood Insurance Program

## Appendix I: Policyholder Communications

### 3. Agent SRL Notification, Page 1

National Flood Insurance Program  
Address  
FEMA logo

*Agent's Notice*

#### IMPORTANT FLOOD INSURANCE POLICY INFORMATION

Policyholder's Name:

Property Address:

Policy Number:

Dear Agent,

Thank you for writing your client's flood insurance through the National Flood Insurance Program (NFIP).

Due to the flood insurance claim history for your client's property, federal law requires us to identify it as a Severe Repetitive Loss (SRL) property. The NFIP will continue to offer flood insurance for your client's property, but how we service the policy will change and the cost of the policy may increase. Your client will also be eligible for enhanced mitigation assistance through FEMA's Flood Mitigation Assistance program. This letter will give you more information about what your client's property's SRL status means to you.

#### What is a Severe Repetitive Loss Property?

A Severe Repetitive Loss property is an NFIP-insured building:

- That has incurred flood-related damage for which four or more separate claims payments have been made, with the amount of each claim (including building and contents payments) exceeding \$5,000, and with the cumulative amount of such claims payments exceeding \$20,000; or
- For which at least two separate claims payments (building payments only) have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the building.

In both instances, at least two of the claims must be within 10 years of each other, and claims made within 10 days of each other will be counted as one claim. In determining SRL status, FEMA considers the loss history since 1978, or from the building's construction if it was built after 1978, regardless of any changes in the ownership of the building.

#### What if I Do Not Think My Client's Property Qualifies as a Severe Repetitive Loss Property?

We do everything we can to make sure that our claims and SRL records are complete and accurate. If you think your client's property's SRL status is in error, you can help your client work with the NFIP to correct the property's status.

#### How Will the Servicing of My Client's Flood Insurance Policy Change?

NFIP Direct, FEMA's direct servicing agent, services all flood insurance policies of SRL properties. That means you will remain the agent on the policy, but we will move your client's

## Appendix I: Policyholder Communications

### 4. Agent SRL Notification, Page 2

policy from the current flood insurer to NFIP Direct at the next renewal. Transferring the policy to NFIP Direct ensures that FEMA can more closely monitor your client's property and proactively identify mitigation assistance opportunities to help reduce your client's property's flood risk. The flood insurance policy's coverages, terms, and conditions will not change. Your client should receive a renewal premium bill 45 days before the current flood insurance policy expires. Your client will need to pay the full amount due by the date indicated to renew the policy. This is the only bill that your client should pay.

#### **Will My Client's Premium Go Up Because of the Property's SRL Status?**

In most cases, federal law and NFIP rating procedures require us to phase out any discounted rates an SRL property may have received and charge premiums that take into account an SRL property's high risk of future flooding. The NFIP Direct can explain how your client's premiums will change.

#### **How Do I Help My Client Remove the Property's SRL Designation?**

To remove your client's property's SRL designation, your client will need to bring the building into compliance with the community's current floodplain management requirements using an available mitigation option. We know this comes with upfront expenses, but your client will see an immediate decrease in the flood insurance premiums and will be protected from future flooding.

#### **Will FEMA Help My Client Mitigate the Property?**

FEMA offers the Flood Mitigation Assistance (FMA) grant program annually to mitigate SRL properties. The FMA program may provide federal grant funds to pay for up to 100 percent of the cost of eligible mitigation activities, such as elevating the NFIP-insured structure. Mitigated properties may qualify for lower flood insurance premiums. To obtain additional information on the FMA program and other mitigation grant programs for residential and non-residential properties, please contact the local floodplain manager or state hazard mitigation officer, or go to the FEMA Hazard Mitigation Assistance webpage at [www.fema.gov/hazard-mitigation-assistance](http://www.fema.gov/hazard-mitigation-assistance).

#### **Who Can I Contact with My Questions?**

If you have questions about this letter and the SRL process, please contact the FEMA Mapping and Insurance eXchange (FMIX) at by calling 1-877-336-2627 or emailing [FEMA-FMIX@fema.dhs.gov](mailto:FEMA-FMIX@fema.dhs.gov).

Sincerely,

National Flood Insurance Program

## Appendix I: Policyholder Communications

### 5. Lender SRL Notification, Page 1

National Flood Insurance Program  
Address  
FEMA logo

#### *Lender's Notice*

#### **IMPORTANT FLOOD INSURANCE POLICY INFORMATION**

Policyholder's Name:

Property Address:

Policy Number:

Dear Lender,

Due to the flood insurance claim history for your client's property, federal law requires us to identify it as a Severe Repetitive Loss (SRL) property. The NFIP will continue to offer flood insurance for your client's property, but how we service the policy will change and the cost of the policy may increase. Your client will also be eligible for enhanced mitigation assistance through FEMA's Flood Mitigation Assistance program. This letter will give you more information about what your client's property's SRL status means to you.

#### **What is a Severe Repetitive Loss Property?**

A Severe Repetitive Loss property is an NFIP-insured building:

- That has incurred flood-related damage for which four or more separate claims payments have been made, with the amount of each claim (including building and contents payments) exceeding \$5,000, and with the cumulative amount of such claims payments exceeding \$20,000; or
- For which at least two separate claims payments (building payments only) have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the building.

In both instances, at least two of the claims must be within 10 years of each other, and claims made within 10 days of each other will be counted as one claim. In determining SRL status, FEMA considers the loss history since 1978, or from the building's construction if it was built after 1978, regardless of any changes in the ownership of the building.

#### **What if I Do Not Think My Client's Property Qualifies as a Severe Repetitive Loss Property?**

We do everything we can to make sure that our claims and SRL records are complete and accurate. If you think your client's property's SRL status is in error, you can help your client work with the NFIP to correct the property's status.

#### **How Will the Servicing of My Client's Flood Insurance Policy Change?**

NFIP Direct, FEMA's direct servicing agent, services all flood insurance policies of SRL properties. We will move your client's policy from the current flood insurer to NFIP Direct at the next renewal. Transferring the policy to NFIP Direct ensures that FEMA can more closely monitor your client's property and proactively identify mitigation assistance opportunities to help reduce your client's property's flood risk. The flood insurance policy's coverages, terms,

### 6. Lender SRL Notification, Page 2

and conditions will not change. Your client should receive a renewal premium bill 45 days before the current flood insurance policy expires. Your client will need to pay the full amount due by the date indicated to renew the policy. This is the only bill that your client should pay.

#### **Will My Client's Premium Go Up Because of the Property's SRL Status?**

In most cases, federal law and NFIP rating procedures require us to phase out any discounted rates an SRL property may have received and charge premiums that take into account an SRL property's high risk of future flooding. Your client's agent can explain how the premiums will change.

#### **How Do I Help My Client Remove the Property's SRL Designation?**

To remove your client's property's SRL designation, your client will need to bring the building into compliance with the community's current floodplain management requirements using an available mitigation option. We know this comes with upfront expenses, but your client will see an immediate decrease in the flood insurance premiums and will be protected from future flooding.

#### **Will FEMA Help My Client Mitigate the Property?**

FEMA offers the Flood Mitigation Assistance (FMA) grant program annually to mitigate SRL properties. The FMA program may provide federal grant funds to pay for up to 100 percent of the cost of eligible mitigation activities, such as elevating the NFIP-insured structure. Mitigated properties may qualify for lower flood insurance premiums. To obtain additional information on the FMA program and other mitigation grant programs for residential and non-residential properties, please contact the local floodplain manager or state hazard mitigation officer, or go to the FEMA Hazard Mitigation Assistance webpage at [www.fema.gov/hazard-mitigation-assistance](http://www.fema.gov/hazard-mitigation-assistance).

#### **Who Can I Contact with My Questions?**

If you have questions about this letter and the SRL process, please contact the FEMA Mapping and Insurance eXchange (FMIX) at by calling 1-877-336-2627 or emailing [FEMA-FMIX@fema.dhs.gov](mailto:FEMA-FMIX@fema.dhs.gov).

Sincerely,

National Flood Insurance Program

### V. FIRA Notice

#### A. Overview

FEMA sends a Flood Insurance Reform Act of 2004 (FIRA) notice to all NFIP policyholders annually for both new business and renewals. The notice reports the property's NFIP claims history and clarifies how claims history may affect premiums – either through designation as a Severe Repetitive Loss (SRL) property or through the Prior NFIP Claims rating factor. The FIRA notice includes a copy of the NFIP Flood Insurance Claims Handbook, NFIP Property Loss History, and two Acknowledgement of Receipt forms (one to return and one for the policyholder's records). FEMA requests that the policyholder sign and return the acknowledgement form to confirm receipt of the FIRA notice from FEMA and the policy declarations page, policy, and Summary of Coverage from their insurer.

### B. Sample Documents

#### 1. FIRA Introduction Letter



## IMPORTANT INFORMATION ABOUT YOUR FLOOD INSURANCE COVERAGE

As a **National Flood Insurance Program (NFIP)** policyholder you have taken an important step to protect the life you've built. With flood insurance, the NFIP can help you recover more quickly after a loss.

Enclosed you will find:

- The **NFIP Claims Handbook** with details on how to easily file a claim;
- Your **property's NFIP Claims History**; and
- The **Acknowledgement Form** which includes a list of additional documents you should have received from your insurance provider.

Additionally, you should have received the following documents from your insurance provider by mail or through a link to retrieve electronically:

- The **NFIP Standard Flood Insurance Policy** explaining your policy coverage, limitations, and exclusions;
- A **Declarations Page** which captures key details about your specific policy such as what is being insured, coverage limits and deductible amounts, and the total annual payment; and
- The NFIP's **Summary of Coverage** which helps you understand your Standard Flood Insurance Policy and Declarations Page.

If you need help finding these documents or want to learn more about them, contact your insurance agent.

It's important to fully understand your flood insurance coverage.

- ✓ Check your **Declarations Page** to confirm that all information is accurate including the amount of coverage you purchased as well as the name and address of any applicable lienholders. Incorrect information on the Declarations Page may impact the processing of a claim.
- ✓ Review the **NFIP Summary of Coverage** and talk to your insurance agent or visit [floodsmart.gov/how/what-is-covered](http://floodsmart.gov/how/what-is-covered) to learn about what is and isn't covered by your policy and to understand how lost items will be valued at the time of loss.
- ✓ Look through your **property's NFIP Claims History** to see how many claim payments the NFIP has on record for your property, how this information will be used to set premiums, what happens if you file a claim, and mitigation actions you can take to reduce the impacts of flood damage.
- ✓ Read, sign, date, and return the **Acknowledgement Form** with the included pre-paid envelope to confirm that you have received and reviewed these materials.

To learn more about how claims history may affect your premium – either through designation as a Severe Repetitive Loss (SRL) property or through a new Prior NFIP Claims rating factor that the NFIP is phasing in - visit [fema.gov/flood-insurance/risk-rating](http://fema.gov/flood-insurance/risk-rating) for more information.

For more information, please contact the Federal Emergency Management Agency (FEMA) Mapping and Insurance eXchange (FMIX) at 877-336-2627 or by e-mail at [FEMA-FMIX@fema.dhs.gov](mailto:FEMA-FMIX@fema.dhs.gov).

Thank you for being an NFIP policyholder.

## Appendix I: Policyholder Communications

### 2. NFIP FIRA Property Claims History, Page 1



FEMA



Policy Number: [Value]  
Insurance Provider: [Value]  
Insured Property Location: [Line 1]  
[Line 2]  
Date: 00/00/0000

## NFIP PROPERTY CLAIMS HISTORY

**Keep this for your records. THIS IS NOT A BILL.**

The following information reflects the claims paid by the National Flood Insurance Program (NFIP) since 1978 for the property listed above. This claims history applies to a building's property address and does not follow the policyholder or building owner. Claims paid within 180 days of the date of this claims history report may not be included.

In some instances, the total number of claims listed in this claims history may differ from the number of *NFIP Prior Claims* listed on your Declarations Page. Some claims captured below may not be reported there. Refer to the "What happens if I file a claim?" section on page 2 for a more detailed explanation.

#	Date of Loss	Building Payments	Contents Payments	Total Payments
1	7/1/2018	\$38,000.00	\$18,000.00	\$56,000.00
2	5/26/2012	\$32,000.00	\$16,000.00	\$48,000.00
3	9/1/2010	\$30,000.00	\$15,000.00	\$45,000.00
4	9/18/2003	\$24,600.68	\$10,302.18	\$34,902.86
5	9/20/2000	\$20,000.00	\$8,000.00	\$28,000.00
6	5/1/1993	\$10,000.00	\$5,000.00	\$15,000.00
7	7/10/1989	\$8,000.00	\$4,000.00	\$12,000.00
8	8/24/1986	\$6,000.00	\$2,000.00	\$8,000.00
<b>Amount of Total Claims Paid:</b>				<b>\$246,902.86</b>

### How can I limit flood damage and property loss?

There are several mitigation actions you can take to reduce the impacts of flood damage, such as elevating your structure (for example, on posts, piles, or piers), relocating your structure to higher ground, or installing flood openings.

The Flood Mitigation Assistance (FMA) program provides funds on an annual basis to states, local communities, tribes, and territories to spend on mitigation projects that can help reduce the risk of flood damage to your property and, ultimately, your flood insurance premium. While individual policyholders cannot apply directly, please contact your local Floodplain Manager or State Hazard Mitigation Officer (SHMO) or visit [fema.gov/grants/mitigation/floods](https://fema.gov/grants/mitigation/floods) for more information.

# Appendix I: Policyholder Communications

## 3. NFIP FIRA Property Claims History, Page 2



**FEMA**



### What is this information used for?

FEMA uses this claims history to determine whether a property should be designated as Severe Repetitive Loss (SRL) and to inform how claims may affect the cost of a policy.

If your property is classified as an SRL property:

- Your policy will be transferred to the NFIP Direct Servicing Agent (NFIP Direct) and may incur an SRL rating factor; and
- Your property becomes ineligible for the pre-Flood Insurance Rate Map (FIRM) discount and will be subject to a 25% annual increase cap until reaching its full-risk premium.

SRL properties are defined as any NFIP-insured single-family or multi-family residential building:

1. That has incurred flood-related damage for which four or more separate claims payments have been made, with the amount of each claim (including building and contents payments) exceeding \$5,000, and with the cumulative amount of such claims payments exceeding \$20,000; or
2. For which at least two separate claims payments (building payments only) have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the building.

In both instances, at least two of the claims must be within 10 years of each other, and claims made within 10 days of each other will be counted as one claim. In determining SRL status, FEMA considers the claims history since 1978, or from the building's construction if it was built after 1978, regardless of any changes in the ownership of the building.

### What happens if I file a claim?

The NFIP sets premiums, in part, based on the number of flood claims for an individual property. At each policy renewal cycle or new policy purchase, FEMA reviews the prior claims history to determine if the prior claims history should be used in setting the premium for the property. SRL status affects premium today and the NFIP is phasing in a new Prior NFIP Claims rating factor. This new *Prior NFIP Claims* rating factor applies to a given policy beginning at the renewal following the first flood claim processed after the policy is rated under the Risk Rating 2.0 methodology. Visit [fema.gov/flood-insurance/risk-rating](https://fema.gov/flood-insurance/risk-rating) for more information.

FEMA excludes the following claim payments from the *Prior NFIP Claims* rating factor that appears on your NFIP flood insurance Declarations Page, though they will appear in this claims history:

- Claim payments equal to or less than the deductible amount;
- Increased Cost of Compliance (ICC) claim payments; and
- Claims Closed Without Payment (CWOPs).

### Where can I find more information?

Should you have specific questions about your policy, please contact your agent. For more information about your property's claims history or if you have questions about the information provided, please contact the FEMA Mapping and Insurance eXchange (FMIX) at 877-336-2627 or by e-mail at [FEMA-FMIX@fema.dhs.gov](mailto:FEMA-FMIX@fema.dhs.gov).

Thank you for being an NFIP policyholder.

## Appendix I: Policyholder Communications

### 4. FIRA Acknowledgment Form, Page 1



FEMA



Policy Number: [Value]  
Insurance Provider: [Value]  
Insured Property Location: [Line 1]  
[Line 2]  
Date: 00/00/0000

Policyholder(s)/Mailing Address:

[Line 1]  
[Line 2]  
[Line 3]  
[Line 4]

QR CODE

## ACKNOWLEDGEMENT FORM

Please sign and return this form today.

Thank you for taking an important step to protect the life you've built with a flood insurance policy from the **National Flood Insurance Program (NFIP)** through [Name of WYO/the NFIP Direct Servicing Agent]. Following the purchase or renewal of your policy, you should have received the following documents by mail or through a link to retrieve electronically:

#### From Your Insurance Provider

- Flood Insurance Policy
- Declarations Page
- Summary of Coverage

#### From FEMA

- NFIP Claims Handbook
- Your Property's NFIP Claims History
- This Acknowledgement Form

**Review each of these documents** carefully to ensure all your personal and policy information is correct. To learn more about or update information on any these documents, please contact your insurance agent.

After you have reviewed these documents, **sign and date this form and return it in the provided pre-paid envelope**. An additional copy of this form has been provided for you to keep for your records.

Send your completed Acknowledgement Form to:

*NFIP Policy Information Acknowledgement, PO Box 1521, Lanham-Seabrook, MD 20703-9906.*

By signing, dating and returning this document, you acknowledge the following:

- I acknowledge receipt of the flood insurance documents listed above and I have reviewed them.
- I have been informed that contents coverage is not automatically included in a Standard Flood Insurance Policy (SFIP) and I can purchase additional coverage for such contents.

Policyholder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Full Name: \_\_\_\_\_

Policyholder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Full Name: \_\_\_\_\_

*Under the Flood Insurance Reform Act of 2004 (S.2238/P.L. 108-264), Congress requires the Federal Emergency Management Agency (FEMA), which oversees the NFIP, to submit this Acknowledgement Form for your signature. This form simply acknowledges that you have received the information.*

Page 1 of 2

## Appendix I: Policyholder Communications

### 5. FIRA Acknowledgment Form, Page 2



**FEMA**



**Policy Number:** [Value]  
**Insurance Provider:** [Value]  
**Insured Property:** [Line 1]  
**Location:** [Line 2]

Please keep this page for your records.

## ACKNOWLEDGEMENT FORM

Please sign, date and keep this page for your records to confirm receipt of the below documents. Thank you for taking an important step to protect the life you've built with a flood insurance policy from the **National Flood Insurance Program (NFIP)** through [Name of WYO/the NFIP Direct Servicing Agent]. Following the purchase or renewal of your policy, you should have received the following documents by mail or through a link to retrieve electronically:

#### From Your Insurance Provider

- Flood Insurance Policy
- Declarations Page
- Summary of Coverage

#### From FEMA

- NFIP Claims Handbook
- Your Property's NFIP Claims History
- This Acknowledgement Form

By signing, dating and returning this document, you acknowledge the following:

- I acknowledge receipt of the flood insurance documents listed above and I have reviewed them.
- I have been informed that contents coverage is not automatically included in a Standard Flood Insurance Policy (SFIP) and I can purchase additional coverage for such contents.

Policyholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Full Name: \_\_\_\_\_

Policyholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Full Name: \_\_\_\_\_

*Under the Flood Insurance Reform Act of 2004 (S.2238/P.L. 108-264), Congress requires the Federal Emergency Management Agency (FEMA), which oversees the NFIP, to submit this Acknowledgement Form for your signature. This form simply acknowledges that you have received the information.*

**To correct any personal information on this form, please contact your insurance agent.**

Page 2 of 2

### VI. Leased Federal Property Notice

#### A. Overview

The insurer sends a Leased Federal Property (LFP) Notice to the policyholder, agent, and lender notifying them if the property is a Leased Federal Property (LFP), a residential or non-residential property leased from the Federal Government that FEMA determines is 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.

FEMA must charge full-risk flood insurance premiums for such properties. The notice also contains instructions for disputing the designation.

### B. Sample LFP Notifications

#### 1. Policyholder LFP Notification

#### **IMPORTANT FLOOD INSURANCE POLICY INFORMATION**

Agent's Name:

Policyholder's Name:

Property Address:

Policy Number:

Dear Policyholder:

This letter is to inform you that your property, which is covered by flood insurance, meets the criteria for a new subset of properties that must be charged full-risk rates, in accordance with the provisions of the Flood Insurance Reform Act of 2004, Sec. 106.

In accordance with the law, the Federal Emergency Management Agency (FEMA) must charge actuarial rates for any property meeting the following criteria:

- (1) Leased from the Federal Government, and
- (2) 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.

You may appeal this determination by furnishing your insurer with documentation verifying that your property does not meet the criteria listed above.

Your insurance agent has also received this notice concerning your property.

If you have questions about the information in this letter, please contact (your company name and telephone number).

### 2. Agent LFP Notification

#### **IMPORTANT FLOOD INSURANCE POLICY INFORMATION**

Policyholder's Name:

Property Address:

Policy Number:

Dear Agent:

This letter is to inform you that your client's property, which is covered by flood insurance, meets the criteria for a new subset of properties that must be charged full-risk rates, in accordance with the provisions of the Flood Insurance Reform Act of 2004, Sec. 106.

In accordance with the law, the Federal Emergency Management Agency (FEMA) must charge full-risk rates for any property meeting the following criteria:

- (1) Leased from the Federal Government, and
- (2) 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.

Your client may appeal this determination by furnishing the writing company with documentation verifying that the property does not meet the criteria listed above.

This notice has also been sent to your client.

If you have questions about the information in this letter, please contact (your company name and telephone number).

### 3. Lender LFP Notification

#### **IMPORTANT FLOOD INSURANCE POLICY INFORMATION**

Policyholder's Name:

Property Address:

Policy Number:

Dear Lender:

This letter is to inform you that your client's property, which is covered by flood insurance, meets the criteria for a new subset of properties that must be charged full-risk rates, in accordance with the provisions of the Flood Insurance Reform Act of 2004, Sec. 106.

In accordance with the law, the Federal Emergency Management Agency (FEMA) must charge full-risk rates for any property meeting the following criteria:

- (1) Leased from the Federal Government, and
- (2) 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.

Your client may appeal this determination by furnishing the writing company with documentation verifying that the property does not meet the criteria listed above.

This notice has also been sent to your client.

If you have questions about the information in this letter, please contact (your company name and telephone number).

### VII. Provisional Rating Notice

#### A. Overview

The insurer sends the policyholder, agent, and lender this notice if a policy was provisionally rated due to FEMA's system being unavailable. The notice informs the parties that this provisionally rated policy cannot be renewed nor can claims be paid until it has been resubmitted for a complete rating analysis. The insurer should submit an endorsement with all policy information as soon as the system is available to obtain a rating engine rate. FEMA highly recommends obtaining a rating engine rate for the policy within 60 days of the Flood Insurance Application submission.

#### B. Sample Document

##### 1. Policyholder Provisional Rating Notification

#### **IMPORTANT FLOOD INSURANCE POLICY INFORMATION**

Policyholder's Name:  
Property Address:  
Policy Number:

Dear Policyholder:

The enclosed Standard Flood Insurance Policy has been issued using provisional rates because the FEMA system was unavailable to provide a premium at the time of the Flood Insurance Application. A rating engine rate must be determined before any claim payment can be made. Within 60 days of the initial submission attempt, it is highly recommended that the insurer resubmit the policy information required to FEMA. If the policy is not endorsed to a rating engine rate, then the policy is issued for a 1-year term and cannot be renewed using provisional rates.

If the premium resulting from the rating engine rate is lower than the provisional rate premium, you will receive a refund of the difference for the policy term.

If any additional premium is due because the rating engine rate results in a premium amount that is more than the provisional premium, you will then have 30 days from the date of the bill to pay the additional premium to restore the originally requested limits without a waiting period. A rating engine rate must be completed before the loss payment is made.

If you have any questions, please contact your insurance agent/producer for assistance.

In all instances, if the rating engine rate is less than the provisional premium, the amount of coverage may not exceed the amount originally requested.

cc: Agent, Lender

### **VIII. Renewal Notice, Renewal Notice (This Is Not A Bill), and Final Notice**

#### **A. Overview**

The insurer must send a Renewal Notice to the payor listed on the policy declarations page at least 45 days before the policy expires. The insurer must also send a Renewal Notice to all parties listed on the policy declarations page. If the insurer does not receive the premium payment by the policy expiration date, it must send a Final Notice, on the policy expiration date, to all parties listed on the prior policy declarations page.

## Appendix I: Policyholder Communications

### B. Sample Notifications (WYO Versions)

#### 1. Renewal Notice (WYO Version), Page 1



National Flood Insurance Program: [WYO Company Name]

[WYO Address Line 1]

[WYO Address Line 2]

[WYO Phone and

Email/Website]

Notice Date: 00/00/0000

Policy Expiration Date: 00/00/0000

## RENEWAL NOTICE:

Your flood insurance policy is about to expire.

**Confirm coverage selection and renew today.**

Policy Expiration Date & Time: 00/00/0000 at 12:01 a.m.	Policy Number: [Value]
Policyholder(s): [Line 1] [Line 2]	Payor: [Line 1] [Line 2]
Insured Property Location: [Line 1] [Line 2]	Agent: [Line 1] [Line 2]

**Flood insurance is the most important thing you can do to protect against the devastating cost of flooding.** You've taken the first step by purchasing a flood insurance policy, but to maintain coverage you must renew your policy each year. If your policy lapses, your property may not be covered and could become ineligible for certain premium discounts in the future.

**Your insurer must receive your payment within 30 days of the policy expiration date to ensure continuous coverage.**<sup>1</sup> If you already submitted payment or if your mortgage lender pays your policy premium from an escrow account, please disregard this notice.<sup>2</sup>

**Renewing your policy is easy.** Submit your payment to [WYO Company Name] by paying [insert preferred payment method(s)]. You can also pay by check or money order using the enclosed form. If you have questions about your coverage options or your flood policy, contact your insurance agent (listed above) or call [WYO Company Name] at [WYO contact phone number].

**You have coverage options.** You can either choose to keep your current coverage or adjust your coverage for additional protection.<sup>3</sup> Please indicate one of the following choices on the payment page.

Current Coverage (Option A)	
Building Coverage	\$0.00
Building Deductible	\$0.00
Contents Coverage	\$0.00
Contents Deductible	\$0.00
<b>Total Amount Due (Option A)</b>	<b>\$0.00</b>

Increased Coverage (Option B)	
Building Coverage	\$0.00
Building Deductible	\$0.00
Contents Coverage	\$0.00
Contents Deductible	\$0.00
<b>Total Amount Due (Option B)</b>	<b>\$0.00</b>

Ready to renew? Complete the payment form on page 2 to ensure your property stays covered.

<sup>1</sup> All checks will be converted into Electronic Funds Transfer (EFT). In the event of insufficient funds, we will attempt to make the transfer up to two times. If the 30<sup>th</sup> day falls on a Saturday, Sunday, or holiday, the deadline does not extend to the next business day.

<sup>2</sup> If your mortgage lender is responsible for paying your premium out of an escrow account and the Payor listed at the top of this notice is not the current lender, please forward the notice to the new financial institution and work with your insurance agent to send a General Change Endorsement form (available at [www.fema.gov](http://www.fema.gov)) to the National Flood Insurance Program (NFIP) to correct the policy.

<sup>3</sup> Option B is the next-higher coverage combination available and increases the current premium by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible is used. Increases in coverage will take effect immediately upon renewal without any waiting period.

## Appendix I: Policyholder Communications

### 2. Renewal Notice (WYO Version), Page 2



**FEMA**



### PAYMENT FORM

[WYO Company Name] accepts payments by [insert preferred payment method(s)]. Or, please fill out and return this payment form.

**Send payments to:**

[WYO Company Name]  
[WYO Address Line 1]  
[WYO Address Line 2]  
[WYO Phone and Email/Website]

[XXXXXXXXXXXXXXXXXXXX]

Flood Insurance Policy Number

Insured Property Location

Payor's Name

Payor's Address

City, State, and ZIP Code

- I prefer to pay by **check**. (Please make the check payable to [WYO Company Name] and enclose payment for the total amount due with this form. Include your flood insurance policy number on your check.)
- I prefer to pay by **money order**. (Please enclose payment for the total amount due with this form. Include your flood insurance policy number on your money order.)
- I prefer to pay **online**. [Insert preferred online payment method(s)]. Submit a payment for the total amount due.

<b>Coverage Selection:</b> _____ Current Coverage (Option A)	<b>Total Amount Due:</b>
_____ Increased Coverage (Option B)	

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

*If your payment is not accepted, you will be notified by mail.*

Page 2 of 3

### 2. Renewal Notice (WYO Version), Page 3



**FEMA**



### NFIP Flood Insurance Renewal Privacy Act Statement

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of why the Department of Homeland Security (DHS) is requesting the information on this form.

**AUTHORITY:** Within the Federal Emergency Management Agency (FEMA), the Federal Insurance and Mitigation Administration (FIMA) is authorized to conduct the renewal inquiry by the National Flood Insurance Act of 1968, Public Law 90-448, as amended by the Flood Disaster Protection Act of 1973, Public Law 93-234.

**PRINCIPAL PURPOSE(S):** This information (that may include collection of policyholder information and bank account or credit card information) is being collected for the purpose of purchasing or renewing an NFIP policy.

**ROUTINE USE(S):** The information on this form may be used by and disclosed to DHS personnel, contractors, or others who need this information to assist in activities related to the principal purposes noted above.

**DISCLOSURE:** The disclosure of information on this form is voluntary; however, failure to provide the information requested may prevent FEMA from issuing an NFIP flood policy.

Page 3 of 3

## Appendix I: Policyholder Communications

### 4. Renewal Notice (This Is Not A Bill) (WYO Version), Page 1



FEMA



National Flood Insurance Program: [WYO Company Name]  
[WYO Address Line 1]  
[WYO Address Line 2]  
[WYO Phone and Email/  
Website]

Notice Date: 00/00/0000

Policy Expiration Date: 00/00/0000

## RENEWAL NOTICE:

Your flood insurance policy is about to expire. **THIS IS NOT A BILL.**

**Confirm coverage selection and renew today.**

Policy Expiration Date & Time: 00/00/0000 at 12:01 a.m.	Policy Number: [Value]
Policyholder(s): [Line 1] [Line 2]	Payor: [Line 1] [Line 2]
Insured Property Location: [Line 1] [Line 2]	Agent: [Line 1] [Line 2]

**Flood insurance is the most important thing you can do to protect against the devastating cost of flooding.** You've taken the first step by purchasing a flood insurance policy, but to maintain coverage you must renew your policy each year. If your policy lapses, your property may not be covered and could become ineligible for certain premium discounts in the future.

**Your insurer must receive your payment within 30 days of the policy expiration date to ensure continuous coverage.<sup>1</sup>** If you already submitted payment or if your mortgage lender pays your policy premium from an escrow account, please disregard this notice.<sup>2</sup>

**Renewing your policy is easy.** Submit your payment to [WYO Company Name] by paying [insert preferred payment method(s)]. You can also pay by check or money order using the enclosed form. If you have questions about your coverage options or your flood policy, contact your insurance agent (listed above) or call [WYO Company Name] at [WYO contact phone number].

**You have coverage options.** You can either choose to keep your current coverage or adjust your coverage for additional protection.<sup>3</sup> Please indicate one of the following choices on the payment page.

Current Coverage (Option A)	
Building Coverage	\$0.00
Building Deductible	\$0.00
Contents Coverage	\$0.00
Contents Deductible	\$0.00
<b>Total Amount Due (Option A)</b>	<b>\$0.00</b>

Increased Coverage (Option B)	
Building Coverage	\$0.00
Building Deductible	\$0.00
Contents Coverage	\$0.00
Contents Deductible	\$0.00
<b>Total Amount Due (Option B)</b>	<b>\$0.00</b>

Ready to renew? Complete the payment form on page 2 to ensure your property stays covered.

<sup>1</sup>All checks will be converted into Electronic Funds Transfer (EFT). In the event of insufficient funds, we will attempt to make the transfer up to two times. If the 30<sup>th</sup> day falls on a Saturday, Sunday, or holiday, the deadline does not extend to the next business day.

<sup>2</sup>If your mortgage lender is responsible for paying your premium out of an escrow account and the Payor listed at the top of this notice is not the current lender, please forward the notice to the new financial institution and work with your insurance agent to send a General Change Endorsement form (available at [www.fema.gov](http://www.fema.gov)) to the National Flood Insurance Program (NFIP) to correct the policy.

<sup>3</sup>Option B is the next-higher coverage combination available and increases the current premium by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible is used. Increases in coverage will take effect immediately upon renewal without any waiting period.

## Appendix I: Policyholder Communications

### 5. Renewal Notice (This Is Not A Bill) (WYO Version), Page 2



**FEMA**



### PAYMENT FORM

[WYO Company Name] accepts payments by [insert preferred payment method(s)]. Or, please fill out and return this payment form.

**Send payments to:**

[WYO Company Name]  
[WYO Address Line 1]  
[WYO Address Line 2]  
[WYO Phone and Email/Website]

[XXXXXXXXXXXXXXXXXXXX]

Flood Insurance Policy Number

Insured Property Location

Payor's Name

Payor's Address

City, State, and ZIP Code

- I prefer to pay by **check**. (Please make the check payable to [WYO Company Name] and enclose payment for the total amount due with this form. Include your flood insurance policy number on your check.)
- I prefer to pay by **money order**. (Please enclose payment for the total amount due with this form. Include your flood insurance policy number on your money order.)
- I prefer to pay **online**. [Insert preferred online payment method(s)]. Submit a payment for the total amount due.

<b>Coverage Selection:</b> _____ Current Coverage (Option A)	<b>Total Amount Due:</b>
_____ Increased Coverage (Option B)	

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

*If your payment is not accepted, you will be notified by mail.*

Page 2 of 3

### 6. Renewal Notice (This Is Not A Bill) (WYO Version), Page 3



**FEMA**



### NFIP Flood Insurance Renewal Privacy Act Statement

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of why the Department of Homeland Security (DHS) is requesting the information on this form.

**AUTHORITY:** Within the Federal Emergency Management Agency (FEMA), the Federal Insurance and Mitigation Administration (FIMA) is authorized to conduct the renewal inquiry by the National Flood Insurance Act of 1968, Public Law 90-448, as amended by the Flood Disaster Protection Act of 1973, Public Law 93-234.

**PRINCIPAL PURPOSE(S):** This information (that may include collection of policyholder information and bank account or credit card information) is being collected for the purpose of purchasing or renewing an NFIP policy.

**ROUTINE USE(S):** The information on this form may be used by and disclosed to DHS personnel, contractors, or others who need this information to assist in activities related to the principal purposes noted above.

**DISCLOSURE:** The disclosure of information on this form is voluntary; however, failure to provide the information requested may prevent FEMA from issuing an NFIP flood policy.

Page 3 of 3

## Appendix I: Policyholder Communications

### 7. Final Notice (WYO Version), Page 1



FEMA



National Flood Insurance Program: [WYO Company Name]  
[WYO Address Line 1]  
[WYO Address Line 2]  
[WYO Phone and  
Email/Website]

Notice Date: 00/00/0000

Final Notice Date: 00/00/0000

Policy Expiration Date: 00/00/0000

## RENEWAL NOTICE:

This is your final notice. Your flood insurance policy has expired.

Confirm coverage selection and renew today.

Policy Expiration Date & Time: 00/00/0000 at 12:01 a.m.	Policy Number: [Value]
Policyholder(s): [Line 1] [Line 2]	Payor: [Line 1] [Line 2]
Insured Property Location: [Line 1] [Line 2]	Agent: [Line 1] [Line 2]

**Flood insurance is the most important thing you can do to protect against the devastating cost of flooding.** You've taken the first step by purchasing a flood insurance policy, but to maintain coverage you must renew your policy each year. If your policy lapses, your property may not be covered and could become ineligible for certain premium discounts in the future.

Your insurer must receive your payment within 30 days of the policy expiration date to ensure continuous coverage.<sup>1</sup> If you already submitted payment or if your mortgage lender pays your policy premium from an escrow account, please disregard this notice.<sup>2</sup>

**Renewing your policy is easy.** Submit your payment to [WYO Company Name] by paying [insert preferred payment method(s)]. You can also pay by check or money order using the enclosed form. If you have questions about your coverage options or your flood policy, contact your insurance agent (listed above) or call [WYO Company Name] at [WYO contact phone number].

**You have coverage options.** You can either choose to keep your current coverage or adjust your coverage for additional protection.<sup>3</sup> Please indicate one of the following choices on the payment page.

Current Coverage (Option A)	
Building Coverage	\$0.00
Building Deductible	\$0.00
Contents Coverage	\$0.00
Contents Deductible	\$0.00
<b>Total Amount Due (Option A)</b>	<b>\$0.00</b>

Increased Coverage (Option B)	
Building Coverage	\$0.00
Building Deductible	\$0.00
Contents Coverage	\$0.00
Contents Deductible	\$0.00
<b>Total Amount Due (Option B)</b>	<b>\$0.00</b>

Ready to renew? Complete the payment form on page 2 to ensure your property stays covered.

<sup>1</sup>All checks will be converted into Electronic Funds Transfer (EFT). In the event of insufficient funds, we will attempt to make the transfer up to two times. If the 30<sup>th</sup> day falls on a Saturday, Sunday, or holiday, the deadline does not extend to the next business day.

<sup>2</sup>If your mortgage lender is responsible for paying your premium out of an escrow account and the Payor listed at the top of this notice is not the current lender, please forward the notice to the new financial institution and work with your insurance agent to send a General Change Endorsement form (available at [www.fema.gov](http://www.fema.gov)) to the National Flood Insurance Program (NFIP) to correct the policy.

<sup>3</sup>Option B is the next-higher coverage combination available and increases the current premium by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible is used. Increases in coverage will take effect immediately upon renewal without any waiting period.

## Appendix I: Policyholder Communications

### 8. Final Notice (WYO Version), Page 2



FEMA



### PAYMENT FORM

[WYO Company Name] accepts payments by [insert preferred payment method(s)]. Or, please fill out and return this payment form.

**Send payments to:**

[WYO Company Name]  
[WYO Address Line 1]  
[WYO Address Line 2]  
[WYO Phone and Email/Website]

[XXXXXXXXXXXXXXXXXXXX]

Flood Insurance Policy Number

Insured Property Location

Payor's Name

Payor's Address

City, State, and ZIP Code

- I prefer to pay by **check**. (Please make the check payable to [WYO Company Name] and enclose payment for the total amount due with this form. Include your flood insurance policy number on your check.)
- I prefer to pay by **money order**. (Please enclose payment for the total amount due with this form. Include your NFIP policy number on your money order.)
- I prefer to pay **online**. [Insert preferred online payment method(s)]. Submit a payment for the total amount due.

<b>Coverage Selection:</b> _____ Current Coverage (Option A)	<b>Total Amount Due:</b>
_____ Increased Coverage (Option B)	

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

*If your payment is not accepted, you will be notified by mail.*

Page 2 of 3

### 9. Final Notice (WYO Version), Page 3



**FEMA**



### NFIP Flood Insurance Renewal Privacy Act Statement

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of why the Department of Homeland Security (DHS) is requesting the information on this form.

**AUTHORITY:** Within the Federal Emergency Management Agency (FEMA), the Federal Insurance and Mitigation Administration (FIMA) is authorized to conduct the renewal inquiry by the National Flood Insurance Act of 1968, Public Law 90-448, as amended by the Flood Disaster Protection Act of 1973, Public Law 93-234.

**PRINCIPAL PURPOSE(S):** This information (that may include collection of policyholder information and bank account or credit card information) is being collected for the purpose of purchasing or renewing an NFIP policy.

**ROUTINE USE(S):** The information on this form may be used by and disclosed to DHS personnel, contractors, or others who need this information to assist in activities related to the principal purposes noted above.

**DISCLOSURE:** The disclosure of information on this form is voluntary; however, failure to provide the information requested may prevent FEMA from issuing an NFIP flood policy.

Page 3 of 3

## Appendix I: Policyholder Communications

### C. Sample Notifications (NFIP Direct Versions)

#### 1. Renewal Notice (NFIP Direct Version), Page 1



National Flood Insurance Program: NFIP Direct  
P.O. Box 91311  
Denver, CO 80291  
1-800-638-6620  
**Notice Date:** 00/00/0000  
**Policy Expiration Date:** 00/00/0000  
**Notice ID:** 00000000-000000000000

## RENEWAL NOTICE:

Your flood insurance policy is about to expire.  
**Confirm coverage selection and renew today.**

Policy Expiration Date & Time: 00/00/0000 at 12:01 a.m.	Policy Number: [Value]
Policyholder(s): [Line 1] [Line 2]	Payor: [Line 1] [Line 2]
Insured Property Location: [Line 1] [Line 2]	Agent: [Line 1] [Line 2]

**Flood insurance is the most important thing you can do to protect against the devastating cost of flooding.** You've taken the first step by purchasing a flood insurance policy, but to maintain coverage you must renew your policy each year. If your policy lapses, your property may not be covered and could become ineligible for certain premium discounts in the future.

**Your insurer must receive your payment within 30 days of the policy expiration date to ensure continuous coverage.**<sup>1</sup> If you already submitted payment or if your mortgage lender pays your policy premium from an escrow account, please disregard this notice.<sup>2</sup>

**Renewing your policy is easy.** Submit your payment directly to the National Flood Insurance Program (NFIP) by paying online. You can also pay by check or money order using the enclosed form. If you have questions about your coverage options or your flood policy, contact your insurance agent (listed above).

**You have coverage options.** You can either choose to keep your current coverage or adjust your coverage for additional protection.<sup>3</sup> Please indicate one of the following choices on the payment page.

Current Coverage (Option A)	
Building Coverage	\$0.00
Building Deductible	\$0.00
Contents Coverage	\$0.00
Contents Deductible	\$0.00
<b>Total Amount Due (Option A)</b>	<b>\$0.00</b>

Increased Coverage (Option B)	
Building Coverage	\$0.00
Building Deductible	\$0.00
Contents Coverage	\$0.00
Contents Deductible	\$0.00
<b>Total Amount Due (Option B)</b>	<b>\$0.00</b>

Ready to renew? Complete the payment form on page 2 to ensure your property stays covered.

<sup>1</sup> All checks will be converted into Electronic Funds Transfer (EFT). In the event of insufficient funds, we will attempt to make the transfer up to two times. If the 30<sup>th</sup> day falls on a Saturday, Sunday, or holiday, the deadline does not extend to the next business day.

<sup>2</sup> If your mortgage lender is responsible for paying your premium out of an escrow account and the Payor listed at the top of this notice is not the current lender, please forward the notice to the new financial institution and work with your insurance agent to send a General Change Endorsement form (available at [www.fema.gov](http://www.fema.gov)) to the NFIP to correct the policy.

<sup>3</sup> Option B is the next-higher coverage combination available and increases the current premium by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible is used. Increases in coverage will take effect immediately upon renewal without any waiting period.

## Appendix I: Policyholder Communications

### 2. Renewal Notice (NFIP Direct Version), Page 2



**FEMA**



### PAYMENT FORM

The NFIP accepts payments online, by check, or money order. Please fill out and return this payment form.

**Send payments to:**  
NFIP Direct  
P.O. Box 91311  
Denver, CO 80291

[XXXXXXXXXXXXXXXXXXXX]

NFIP Policy Number

Insured Property Location

Payor's Name

Payor's Address

City, State, and ZIP Code

I prefer to pay by **check**. (Please make the check payable to the NFIP Direct and enclose payment for the total amount due with this form. Include your policy number on your check.)

I prefer to pay by **money order**. (Please enclose payment for the total amount due with this form. Include your NFIP policy number on your money order.)

I prefer to pay **online**. (For online payment, visit Pay.gov and search "NFIP". Or, visit My.NFIPDirect.fema.gov. Submit a payment for the total amount due.)

<b>Coverage Selection:</b> _____ Current Coverage (Option A)	<b>Total Amount Due:</b>
_____ Increased Coverage (Option B)	

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

*If your payment is not accepted, you will be notified by mail.*

Page 2 of 3

### 3. Renewal Notice (NFIP Direct Version), Page 3



**FEMA**



### NFIP Flood Insurance Renewal Privacy Act Statement

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of why the Department of Homeland Security (DHS) is requesting the information on this form.

**AUTHORITY:** Within the Federal Emergency Management Agency (FEMA), the Federal Insurance and Mitigation Administration (FIMA) is authorized to conduct the renewal inquiry by the National Flood Insurance Act of 1968, Public Law 90-448, as amended by the Flood Disaster Protection Act of 1973, Public Law 93-234.

**PRINCIPAL PURPOSE(S):** This information (that may include collection of policyholder information and bank account or credit card information) is being collected for the purpose of purchasing or renewing an NFIP policy.

**ROUTINE USE(S):** The information on this form may be used by and disclosed to DHS personnel, contractors, or others who need this information to assist in activities related to the principal purposes noted above.

**DISCLOSURE:** The disclosure of information on this form is voluntary; however, failure to provide the information requested may prevent FEMA from issuing an NFIP flood policy.

Page 3 of 3

## Appendix I: Policyholder Communications

### 4. Renewal Notice (This Is Not A Bill) (NFIP Direct Version), Page 1



FEMA



National Flood Insurance Program: NFIP Direct  
P.O. Box 91311  
Denver, CO 80291  
1-800-638-6620

Notice Date: 00/00/0000

Policy Expiration Date: 00/00/0000

## RENEWAL NOTICE:

Your flood insurance policy is about to expire. **THIS IS NOT A BILL.**  
**Confirm coverage selection and renew today.**

Policy Expiration Date & Time: 00/00/0000 at 12:01 a.m.	Policy Number: [Value]
Policyholder(s): [Line 1] [Line 2]	Payor: [Line 1] [Line 2]
Insured Property Location: [Line 1] [Line 2]	Agent: [Line 1] [Line 2]

**Flood insurance is the most important thing you can do to protect against the devastating cost of flooding.** You've taken the first step by purchasing a flood insurance policy, but to maintain coverage you must renew your policy each year. If your policy lapses, your property may not be covered and could become ineligible for certain premium discounts in the future.

**Your insurer must receive your payment within 30 days of the policy expiration date to ensure continuous coverage.**<sup>1</sup> If you already submitted payment or if your mortgage lender pays your policy premium from an escrow account, please disregard this notice.<sup>2</sup>

**Renewing your policy is easy.** Submit your payment directly to the National Flood Insurance Program (NFIP) by paying online. You can also pay by check or money order using the enclosed form. If you have questions about your coverage options or your flood policy, contact your insurance agent (listed above).

**You have coverage options.** You can either choose to keep your current coverage or adjust your coverage for additional protection.<sup>3</sup> Please indicate one of the following choices on the payment page.

Current Coverage (Option A)	
Building Coverage	\$0.00
Building Deductible	\$0.00
Contents Coverage	\$0.00
Contents Deductible	\$0.00
<b>Total Amount Due (Option A)</b>	<b>\$0.00</b>

Increased Coverage (Option B)	
Building Coverage	\$0.00
Building Deductible	\$0.00
Contents Coverage	\$0.00
Contents Deductible	\$0.00
<b>Total Amount Due (Option B)</b>	<b>\$0.00</b>

Ready to renew? Complete the payment form on page 2 to ensure your property stays covered.

<sup>1</sup>All checks will be converted into Electronic Funds Transfer (EFT). In the event of insufficient funds, we will attempt to make the transfer up to two times. If the 30<sup>th</sup> day falls on a Saturday, Sunday, or holiday, the deadline does not extend to the next business day.

<sup>2</sup>If your mortgage lender is responsible for paying your premium out of an escrow account and the Payor listed at the top of this notice is not the current lender, please forward the notice to the new financial institution and work with your insurance agent to send a General Change Endorsement form (available at [www.fema.gov](http://www.fema.gov)) to the NFIP to correct the policy.

<sup>3</sup>Option B is the next-higher coverage combination available and increases the current premium by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible is used. Increases in coverage will take effect immediately upon renewal without any waiting period.

## Appendix I: Policyholder Communications

### 5. Renewal Notice (This Is Not A Bill) (NFIP Direct Version), Page 2



**FEMA**



### PAYMENT FORM

The NFIP accepts payments online, by check, or money order. Please fill out and return this payment form.

**Send payments to:**  
NFIP Direct  
P.O. Box 91311  
Denver, CO 80291

[XXXXXXXXXXXXXXXXXXXX]

NFIP Policy Number

Insured Property Location

Payor's Name

Payor's Address

City, State, and ZIP Code

- I prefer to pay by **check**. (Please make the check payable to the NFIP Direct and enclose payment for the total amount due with this form. Include your policy number on your check.)
- I prefer to pay by **money order**. (Please enclose payment for the total amount due with this form. Include your NFIP policy number on your money order.)
- I prefer to pay **online**. (For online payment, visit Pay.gov and search "NFIP". Or, visit My.NFIPDirect.fema.gov. Submit a payment for the total amount due.)

<b>Coverage Selection:</b> _____ Current Coverage (Option A)	<b>Total Amount Due:</b>
_____ Increased Coverage (Option B)	

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

*If your payment is not accepted, you will be notified by mail.*

Page 2 of 3

### 6. Renewal Notice (This Is Not A Bill) (NFIP Direct Version), Page 3



FEMA



### NFIP Flood Insurance Renewal Privacy Act Statement

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of why the Department of Homeland Security (DHS) is requesting the information on this form.

**AUTHORITY:** Within the Federal Emergency Management Agency (FEMA), the Federal Insurance and Mitigation Administration (FIMA) is authorized to conduct the renewal inquiry by the National Flood Insurance Act of 1968, Public Law 90-448, as amended by the Flood Disaster Protection Act of 1973, Public Law 93-234.

**PRINCIPAL PURPOSE(S):** This information (that may include collection of policyholder information and bank account or credit card information) is being collected for the purpose of purchasing or renewing an NFIP policy.

**ROUTINE USE(S):** The information on this form may be used by and disclosed to DHS personnel, contractors, or others who need this information to assist in activities related to the principal purposes noted above.

**DISCLOSURE:** The disclosure of information on this form is voluntary; however, failure to provide the information requested may prevent FEMA from issuing an NFIP flood policy.

Page 3 of 3

## Appendix I: Policyholder Communications

### 7. Final Notice (NFIP Direct Version), Page 1



FEMA



National Flood Insurance Program: NFIP Direct  
P.O. Box 91311  
Denver, CO 80291  
1-800-638-6620  
Notice Date: 00/00/0000  
Policy Expiration Date: 00/00/0000  
Notice ID: 00000000-000000000000

## RENEWAL NOTICE:

This is your final notice. Your flood insurance policy has expired.

Confirm coverage selection and renew today.

Policy Expiration Date & Time: 00/00/0000 at 12:01 a.m.	Policy Number: [Value]
Policyholder(s): [Line 1] [Line 2]	Payor: [Line 1] [Line 2]
Insured Property Location: [Line 1] [Line 2]	Agent: [Line 1] [Line 2]

**Flood insurance is the most important thing you can do to protect against the devastating cost of flooding.** You've taken the first step by purchasing a flood insurance policy, but to maintain coverage you must renew your policy each year. If your policy lapses, your property may not be covered and could become ineligible for certain premium discounts in the future.

**Your insurer must receive your payment within 30 days of the policy expiration date to ensure continuous coverage.**<sup>1</sup> If you already submitted payment or if your mortgage lender pays your policy premium from an escrow account, please disregard this notice.<sup>2</sup>

**Renewing your policy is easy.** Submit your payment directly to the National Flood Insurance Program (NFIP) by paying online. You can also pay by check or money order using the enclosed form. If you have questions about your coverage options or your flood policy, contact your insurance agent (listed above).

**You have coverage options.** You can either choose to keep your current coverage or adjust your coverage for additional protection.<sup>3</sup> Please indicate one of the following choices on the payment page.

Current Coverage (Option A)	
Building Coverage	\$0.00
Building Deductible	\$0.00
Contents Coverage	\$0.00
Contents Deductible	\$0.00
<b>Total Amount Due (Option A)</b>	<b>\$0.00</b>

Increased Coverage (Option B)	
Building Coverage	\$0.00
Building Deductible	\$0.00
Contents Coverage	\$0.00
Contents Deductible	\$0.00
<b>Total Amount Due (Option B)</b>	<b>\$0.00</b>

Ready to renew? Complete the payment form on page 2 to ensure your property stays covered.

<sup>1</sup> All checks will be converted into Electronic Funds Transfer (EFT). In the event of insufficient funds, we will attempt to make the transfer up to two times. If the 30<sup>th</sup> day falls on a Saturday, Sunday, or holiday, the deadline does not extend to the next business day.

<sup>2</sup> If your mortgage lender is responsible for paying your premium out of an escrow account and the Payor listed at the top of this notice is not the current lender, please forward the notice to the new financial institution and work with your insurance agent to send a General Change Endorsement form (available at [www.fema.gov](http://www.fema.gov)) to the NFIP to correct the policy.

<sup>3</sup> Option B is the next-higher coverage combination available and increases the current premium by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible is used. Increases in coverage will take effect immediately upon renewal without any waiting period.

## Appendix I: Policyholder Communications

### 8. Final Notice (NFIP Direct Version), Page 2



**FEMA**



### PAYMENT FORM

The NFIP accepts payments online, by check, or money order. Please fill out and return this payment form.

**Send payments to:**  
NFIP Direct  
P.O. Box 91311  
Denver, CO 80291

[XXXXXXXXXXXXXXXXXXXX]

NFIP Policy Number

Insured Property Location

Payor's Name

Payor's Address

City, State, and ZIP Code

- I prefer to pay by **check**. (Please make the check payable to the NFIP Direct and enclose payment for the total amount due with this form. Include your policy number on your check.)
- I prefer to pay by **money order**. (Please enclose payment for the total amount due with this form. Include your NFIP policy number on your money order.)
- I prefer to pay **online**. (For online payment, visit Pay.gov and search "NFIP". Or, visit My.NFIPDirect.fema.gov. Submit a payment for the total amount due.)

<b>Coverage Selection:</b> _____ Current Coverage (Option A)	<b>Total Amount Due:</b>
_____ Increased Coverage (Option B)	

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

*If your payment is not accepted, you will be notified by mail.*

Page 2 of 3

### 9. Final Notice (NFIP Direct Version), Page 3



**FEMA**



### NFIP Flood Insurance Renewal Privacy Act Statement

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of why the Department of Homeland Security (DHS) is requesting the information on this form.

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**PRINCIPAL PURPOSE(S):** This information (that may include collection of policyholder information and bank account or credit card information) is being collected for the purpose of purchasing or renewing an NFIP policy.

**ROUTINE USE(S):** The information on this form may be used by and disclosed to DHS personnel, contractors, or others who need this information to assist in activities related to the principal purposes noted above.

**DISCLOSURE:** The disclosure of information on this form is voluntary; however, failure to provide the information requested may prevent FEMA from issuing an NFIP flood policy.

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## Appendix I: Policyholder Communications

### D. Requirements

**Table 3: Renewal Notice, Renewal Notice (This Is Not A Bill), and Final Notice Requirements**

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in blue, unless otherwise indicated)	RR 2.0 Requirement (for NFIP Direct)	RR 2.0 Requirement (for WYOs/ Vendors)	Possible Values or Required Format	Description & Required Information (under RR 2.0)
1	Insurer	Insurance Provider	Insurance Provider	Always shown	Always shown	[WYO company name], “NFIP Direct”	Indicate the name of the <i>Insurance Provider</i> (WYO company name or NFIP Direct).
2	Insurer	Insurance Provider Address	no additional header required when displayed with <i>Insurance Provider</i> field	Always shown	Always shown	[standard USPS address]	Indicate the mailing address for the insurance provider insuring the Policy.
3	Insurer	Insurance Provider Contact Info	no additional header required when displayed with <i>Insurance Provider</i> field	Always shown	Always shown	[Phone number] [add'l contact info]	Indicate the insurance provider phone number. Insurance providers may include any additional contact info policyholders can use to contact the insurance provider as applicable (e.g., email, website).  Indicate whether this communication is a renewal notice or final notice.
4	Notice	Topline Header	Renewal Notice and Renewal Notice (This Is Not A Bill) or Renewal Notice (Final Notice)	Always shown	Always shown	“Renewal Notice and Renewal Notice (This Is Not A Bill),” “Renewal Notice” and “Final Notice”	For the renewal notice sent 45 days prior to the <i>Policy Expiration Date</i> , indicate “Renewal Notice” for communications sent to the current policy <i>Payor</i> and “Renewal Notice (This Is Not A Bill)” communications sent to all other parties listed on the Declarations Page.  For the final renewal notice on the <i>Policy Expiration Date</i> , indicate “Renewal Notice” and “Final Notice” for communications sent to the current policy <i>Payor</i> and all other parties listed on the Declarations Page.
5	Notice	Notice Topline Call-to-action	[see Possible Values]	Always shown	Always shown	[Payor Name]	Include the specified messaging or equivalent messaging that provides clear up-front context for the message recipient.
6	Notice	Notice Date	Notice Date	Always shown	Always shown	Date: MM/DD/YYYY or Month DD, YYYY	Indicate the date the renewal notice was generated and sent to policyholder and relevant parties (e.g., current policy Payor).  Indicate the field name as “Notice Date.”

## Appendix I: Policyholder Communications

**Table 3: Renewal Notice, Renewal Notice (This Is Not A Bill), and Final Notice Requirements** *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in blue, unless otherwise indicated)	RR 2.0 Requirement (for NFIP Direct)	RR 2.0 Requirement (for WYOs/ Vendors)	Possible Values or Required Format	Description & Required Information (under RR 2.0)
7	Notice Info	Final Notice Date	Final Notice Date	Conditional – only if applicable	Conditional – only if applicable	Date: MM/DD/YYYY or Month DD, YYYY	If this is a Renewal Notice (Final Notice), indicate the date the final notice was generated and sent to policyholder and relevant parties (e.g., current policy Payor).
8	Notice Info	Notice ID	Notice ID	Conditional – only if applicable	Not required	012345678-0123456789	Indicate the unique reference number for the Renewal Notice (Final Notice).
9	Policy	Policy Expiration Date (Policy Term)	Policy Expiration Date & Time	Always shown	Always shown	Date: MM/DD/YYYY or Month DD, YYYY Time: "12:01am"	Indicate the <i>Policy Expiration Date and Time</i> . For all policies, indicate applicable date and the specific time "12:01am."
10	Policy	NFIP Policy Number	Policy Number	Always shown	Always shown	1234567890	Indicate the 10-character string for this policy as reported to the NFIP system of record. If the insurance provider uses a separate policy number for internal purposes, identify this field as "NFIP Policy Number."
11	Policyholder	Named Insured(s)	Policyholder(s)	Always shown	Always shown	[Insured Name 1] [Insured Name 2 or "ATIMA"]	Indicate the named insured/policyholder, including second insured and/or any "ATIMA."
12	Policy	Current Policy Payor	Payor	Always shown	Always shown	[Payor Name]	Indicate the name of the payor of the current term policy.
13	Policy	Insured Property Location	Insured Property Location	Always shown	Always shown	[standard USPS address]	Indicate the street address of the property insured by the policy.
14	Agent	Agent/Producer Name and Contact Info	Agent	Always shown	Always shown	[Agent Name] [standard USPS address] [add'l contact info]	Indicate the name and contact info (address, phone, and email or website) of the agent of record, producer, or broker.
15	Current Coverage (Option A)	Building Coverage [Limit] Option A	Building Coverage (Option A)	Always shown	Always shown	For policies with no Building Coverage: "n/a" – Building Coverage values by Building Occupancy -- <u>Single-Family Home, Residential</u> <u>Manufactured/Mobile Home,</u>	Indicate the <i>Building Coverage</i> limit amount for the current policy (option A). If the policy only covers contents, then indicate "n/a." Policies written under the Emergency Program have different limits, which may vary by state. Policies written for property in

## Appendix I: Policyholder Communications

**Table 3: Renewal Notice, Renewal Notice (This Is Not A Bill), and Final Notice Requirements** *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in blue, unless otherwise indicated)	RR 2.0 Requirement (for NFIP Direct)	RR 2.0 Requirement (for WYOs/ Vendors)	Possible Values or Required Format	Description & Required Information (under RR 2.0)
15 cont.						<u>Residential Unit, or Two-to-Four Family Building</u> Regular Program: “[\\$1–\\$250,000],” Emergency Program (AK, GU, HI, US VI): “[\\$1–\\$50,000],” Emergency Program (all other states): “[\\$1–\\$35,000]”  <u>Residential Condominium Building</u> Regular Program: “[\\$250,000 multiplied by total Number of Units],” Emergency Program: “n/a”  <u>Other Residential Building, Non-Residential Building, or Non-Residential Manufactured/Mobile Building</u> Regular Program: “[\\$1–\\$500,000],” Emergency Program (AK, GU, HI, US VI): “[\\$1–\\$150,000],” Emergency Program (all other states): “[\\$1–\\$100,000]”  <u>Non-Residential Unit</u> “n/a”	Alaska (AK), Guam (GU), Hawaii (HI), and US Virgin Islands (US VI) have different limits under the Emergency Program than policies written under the Emergency Program for other states and territories.  Refer to “Coverage and Deductibles” section of the FIM for details.
16	Current Coverage (Option A)	Building Deductible Option A	<b>Building Deductible</b> (Option A)	Always shown	Always shown	<u>For policies with no Building Coverage:</u> “n/a” – Building Deductible values by Building Occupancy – <u>Single Family Home, Residential Manufactured/Mobile Home, Residential Unit, and Two-to-Four Family Building:</u> “\\$1,000,” “\\$1,250,” “\\$1,500,” “\\$2,000,” “\\$5,000,” “\\$10,000” <u>Other Residential Building, Non-Residential Building, Non-Residential Manufactured/Mobile Building, and Non-Residential Unit:</u> “\\$1,000,” “\\$1,250,” “\\$1,500,” “\\$2,000,” “\\$5,000,” “\\$10,000,” “\\$25,000,” “\\$50,000”	Indicate the <i>Building Deductible</i> amount for the current policy (option A). If the policy only covers contents, then indicate “n/a.”  For select occupancies (i.e., Single Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building), <i>Building Deductible</i> amounts can be mixed with any <i>Contents Deductible</i> option for those occupancies.  For all other policies, these <i>Building Deductible</i> amounts can only be selected in fixed combinations with certain <i>Contents Deductible</i> options, as specified in the FIM. Refer to “Coverage and Deductibles” section of the FIM for more details.

## Appendix I: Policyholder Communications

**Table 3: Renewal Notice, Renewal Notice (This Is Not A Bill), and Final Notice Requirements** *continued*

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16 cont.						Residential Condominium Building: “\$1,000,” “\$1,250,” “\$1,500,” “\$2,000,” “\$5,000,” “\$10,000,” “\$25,000”	
17	Current Coverage (Option A)	Contents Coverage [Limit] Option A	Contents Coverage (Option A)	Always shown	Always shown	<u>For policies with no Contents Coverage:</u> “n/a” – Contents Coverage values by Building Occupancy – <u>Single-Family Home, Residential</u> <u>Manufactured/Mobile Home, Residential</u> <u>Unit, Two-to-Four Family Building, or Other</u> <u>Residential Building</u> Regular Program: “[\\$1–\\$100,000],” Emergency Program: “[\\$1–\\$10,000]” <u>Residential Condominium Building</u> Regular Program: “[\\$1–\\$100,000],” Emergency Program: “n/a” <u>Non-Residential Building, Non-Residential</u> <u>Manufactured/Mobile Building, or Non-</u> <u>Residential Unit</u> Regular Program: “[\\$1–\\$500,000],” Emergency Program: “[\\$1–\\$100,000]”	Indicate the <i>Contents Coverage</i> limit amount for the current policy (option A). If the policy only covers the building, then indicate “n/a.”  Policies written under the Emergency Program have different limits.  Refer to “Coverage and Deductibles” section of the FIM for details.
18	Current Coverage (Option A)	Contents Deductible Option A	Contents Deductible (Option A)	Always shown	Always shown	<u>For policies with no Contents Coverage:</u> “n/a” – Contents Deductible values by Building Occupancy – <u>Single Family Home, Residential</u> <u>Manufactured/Mobile Home, Residential</u> <u>Unit, or Two-to-Four Family Building:</u> “\$1,000,” “\$2,000,” “\$5,000,” “\$10,000” <u>Other Residential Building, Non-</u> <u>Residential Building, Non-Residential</u> <u>Manufactured/Mobile Building, or Non-</u> <u>Residential Unit:</u> “\$1,000,” “\$1,250,” “\$1,500,” “\$2,000,” “\$5,000,” “\$10,000,” “\$25,000,” “\$50,000”	Indicate the <i>Contents Deductible</i> amount for the current policy (option A). If the policy only covers the building, then indicate “n/a.”  For select occupancies (i.e., Single Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building), <i>Contents Deductible</i> amounts can be mixed with any <i>Building Deductible</i> option for those occupancies.  For all other policies, these <i>Contents Deductible</i> amounts can only be selected in fixed combinations with certain <i>Building Deductible</i> options, as specified in the FIM.  Refer to “Coverage and Deductibles” section of the FIM for details.

## Appendix I: Policyholder Communications

**Table 3: Renewal Notice, Renewal Notice (This Is Not A Bill), and Final Notice Requirements** *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in blue, unless otherwise indicated)	RR 2.0 Requirement (for NFIP Direct)	RR 2.0 Requirement (for WYOs/ Vendors)	Possible Values or Required Format	Description & Required Information (under RR 2.0)
18 cont.						Residential Condominium Building: “\$1,000,” “\$1,250,” “\$1,500,” “\$2,000,” “\$5,000,” “\$10,000,” “\$25,000”	
19	Current Coverage (Option A)	Total Annual Cost (Option A)	<b>Total Annual Cost</b> (Option A)	Always shown	Always shown	\$	Indicate the total amount of annual premium due for payment to renew the policy at current coverage levels.
20	Increased Coverage (Option B)	Building Coverage [Limit] Option B	<b>Building Coverage</b> (Option B)	Conditional – only if applicable	Conditional – only if applicable	<u>For policies with no Building Coverage:</u> “n/a” – Building Coverage values by Building Occupancy – <u>Single-Family Home, Residential</u> <u>Manufactured/Mobile Home, Residential</u> <u>Unit, or Two-to-Four Family Building</u> Regular Program: “[ $\$1-\$250,000$ ]” Emergency Program (AK, GU, HI, US VI): “[ $\$1-\$50,000$ ]” Emergency Program (all other states): “[ $\$1-\$35,000$ ]” <u>Residential Condominium Building</u> Regular Program: “[ $\$250,000$ multiplied by total Number of Units],” Emergency Program: “n/a” <u>Other Residential Building, Non-</u> <u>Residential Building, or Non-Residential</u> <u>Manufactured/Mobile Building</u> Regular Program: “[ $\$1-\$500,000$ ]” Emergency Program (AK, GU, HI, US VI): “[ $\$1-\$150,000$ ]” Emergency Program (all other states): “[ $\$1-\$100,000$ ]” <u>Non-Residential Unit</u> “n/a”	Indicate the <i>Building Coverage</i> limit amount proposed for option B, which increases the current premium by an inflation factor of 10%, up to the maximum amount allowed as specified in the FIM. If the policy only covers contents, then indicate “n/a.”  Policies written under the Emergency Program have different limits, which may vary by state. Policies written for property in Alaska (AK), Guam (GU), Hawaii (HI), and US Virgin Islands (US VI) have different limits under the Emergency Program than policies written under the Emergency Program for other states and territories.  Refer to “Coverage and Deductibles” section of the FIM for details.

## Appendix I: Policyholder Communications

**Table 3: Renewal Notice, Renewal Notice (This Is Not A Bill), and Final Notice Requirements** *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in blue, unless otherwise indicated)	RR 2.0 Requirement (for NFIP Direct)	RR 2.0 Requirement (for WYOs/ Vendors)	Possible Values or Required Format	Description & Required Information (under RR 2.0)
21	Increased Coverage (Option B)	Building Deductible Option B	Building Deductible (Option B)	Conditional – only if applicable	Conditional – only if applicable	<u>For policies with no Building Coverage:</u> “n/a” – Building Deductible values by Building Occupancy – <u>Single Family Home, Residential</u> <u>Manufactured/Mobile Home, Residential</u> <u>Unit, and Two-to-Four Family Building:</u> “\$1,000,” “\$1,250,” “\$1,500,” “\$2,000,” “\$5,000,” “\$10,000” <u>Other Residential Building, Non-</u> <u>Residential Building, Non-Residential</u> <u>Manufactured/Mobile Building, and Non-</u> <u>Residential Unit:</u> “\$1,000,” “\$1,250,” “\$1,500,” “\$2,000,” “\$5,000,” “\$10,000,” “\$25,000,” “\$50,000” <u>Residential Condominium Building:</u> “\$1,000,” “\$1,250,” “\$1,500,” “\$2,000,” “\$5,000,” “\$10,000,” “\$25,000”	Indicate the <i>Building Deductible</i> amount proposed for option B. If the policy only covers contents, then indicate “n/a.” For select occupancies (i.e., Single Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building), <i>Building Deductible</i> amounts can be mixed with any <i>Contents Deductible</i> option for those occupancies. For all other policies, these <i>Building Deductible</i> amounts can only be selected in fixed combinations with certain <i>Contents Deductible</i> options, as specified in the FIM. Refer to “Coverage and Deductibles” section of the FIM for details.
22	Increased Coverage (Option B)	Contents Coverage [Limit] Option B	Contents Coverage (Option B)	Conditional – only if applicable	Conditional – only if applicable	<u>For policies with no Contents Coverage:</u> “n/a” – Contents Coverage values by Building Occupancy – <u>Single-Family Home, Residential</u> <u>Manufactured/Mobile Home, Residential</u> <u>Unit, Two-to-Four Family Building, or Other</u> <u>Residential Building:</u> Regular Program: “[\\$1–\\$100,000],” Emergency Program: “[\\$1–\\$10,000]” <u>Residential Condominium Building:</u> Regular Program: “[\\$1–\\$100,000],” Emergency Program: “n/a” <u>Non-Residential Building, Non-Residential</u> <u>Manufactured/Mobile Building, or Non-</u> <u>Residential Unit</u> Regular Program: “[\\$1–\\$500,000],” Emergency Program: “[\\$1–\\$100,000]”	Indicate the <i>Contents Coverage</i> limit amount proposed for option B, which increases the current premium by an inflation factor of 5% for <i>Building Coverage</i> . If the policy only covers the building, then indicate “n/a.” Policies written under the Emergency Program have different limits. Refer to “Coverage and Deductibles” section of the FIM for details.

## Appendix I: Policyholder Communications

**Table 3: Renewal Notice, Renewal Notice (This Is Not A Bill), and Final Notice Requirements** *continued*

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23	Increased Coverage (Option B)	Contents Deductible Option B	Contents Deductible (Option B)	Conditional – only if applicable	Conditional – only if applicable	<p><u>For policies with no Contents Coverage:</u> “n/a”</p> <ul style="list-style-type: none"> <li>– Contents Deductible values by Building Occupancy –</li> <li><u>Single Family Home, Residential</u></li> <li><u>Manufactured/Mobile Home, Residential</u></li> <li><u>Unit, or Two-to-Four Family Building:</u> “\$1,000,” “\$2,000,” “\$5,000,” “\$10,000”</li> <li><u>Other Residential Building, Non-Residential Building, Non-Residential Manufactured/Mobile Building, or Non-Residential Unit:</u> “\$1,000,” “\$1,250,” “\$1,500,” “\$2,000,” “\$5,000,” “\$10,000,” “\$25,000,” “\$50,000”</li> <li><u>Residential Condominium Building:</u> “\$1,000,” “\$1,250,” “\$1,500,” “\$2,000,” “\$5,000,” “\$10,000,” “\$25,000”</li> </ul>	<p>Indicate the <i>Contents Deductible</i> amount proposed for option B. If the policy only covers the building, then indicate “n/a.”</p> <p>For select occupancies (i.e., Single Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building), <i>Contents Deductible</i> amounts can be mixed with any <i>Building Deductible</i> option for those occupancies.</p> <p>For all other policies, these <i>Contents Deductible</i> amounts can only be selected in fixed combinations with certain <i>Building Deductible</i> options, as specified in the FIM.</p> <p>Refer to “Coverage and Deductibles” section of the FIM for details.</p>
24	Increased Coverage (Option B)	Total Annual Cost (Option B)	Total Annual Cost (Option B)	Conditional – only if applicable	Conditional – only if applicable	(\$)	Indicate the total amount of annual premium due for payment to renew the policy at increased coverage levels (option B)
25	Messaging	Coverage Option B details	[see Possible Values]	Conditional – only if applicable	Conditional – only if applicable	<p>“Option B is the next-higher coverage combination available and increases the current premium by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible is used. Increases in coverage will take effect immediately and do not necessitate a 30-day waiting period”</p> <p>[or equivalent statement(s)]</p>	When applicable, include the specified messaging that describes to the policyholder how option B was calculated. Include only when option B applies.

## Appendix I: Policyholder Communications

**Table 3: Renewal Notice, Renewal Notice (This Is Not A Bill), and Final Notice Requirements** *continued*

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26	Messaging	Renew each year	[see Possible Values]	Always shown	Always shown	"Flood insurance is the most important thing you can do to protect against the devastating cost of flooding. You've taken the first step by purchasing a flood insurance policy, but to maintain coverage you must renew your policy each year." [or equivalent statement(s)]	Include the specified messaging or equivalent messaging indicating that the policy does not automatically renew each year and that policyholders must actively renew in order to maintain coverage.
27	Messaging	Policy Lapse Implications	[see Possible Values]	Always shown	Always shown	"If your policy lapses, your property may not be covered and could become ineligible for certain premium discounts in the future." [or equivalent statement(s)]	Include the specified messaging or equivalent messaging that describes what could happen if the policyholder's policy coverage lapses due to failure to submit payment, including inability to file a claim, waiting 30 days for new coverage to become effective, and potential loss of eligibility for certain premium discounts.
28	Messaging	Payment Receipt Due	[see Possible Values]	Always shown	Always shown	"Your insurer" [or WYO Company Name] must receive your payment within 30 days of the policy expiration date to ensure continuous coverage." [or equivalent statement(s)]	Include the specified messaging or equivalent messaging that describes when payment for a policy renewal must be received by the insurer (i.e., within 30 days of the policy expiration date and time) to maintain continuous NFIP coverage.
29	Messaging	Disclaimer: Payment Already Sent	[see Possible Values]	Always shown	Conditional – only if applicable	"If you already submitted payment or if your mortgage lender pays your policy premium from an escrow account, please disregard this notice." [or equivalent statement(s)]	For those policies not paid from escrow by mortgage lender, include the specified messaging or equivalent messaging that indicates that if the policyholder has already submitted payment then they may disregard this notice.
30	Messaging	Disclaimer: Updated Lender/ Payor Information	[see Possible Values]	Always shown	Conditional – only if applicable	"If your mortgage lender is responsible for paying your premium out of an escrow account and the Payor listed at the top of this notice is not the current lender, please forward the renewal notice to the new financial institution and notify your insurance company." [or equivalent statement(s)]	Include the specified messaging or equivalent messaging that explains to the policyholder what to do if the listed Payor on the renewal notice is not the current lender (i.e., they should forward the renewal notice to the new financial institution and notify their insurance provider).

## Appendix I: Policyholder Communications

**Table 3: Renewal Notice, Renewal Notice (This Is Not A Bill), and Final Notice Requirements** *continued*

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31	Messaging	Instructions for renewing	[see Possible Values]	Always shown	Always shown	"Renewing your policy is easy. Submit your payment to [WYO Company Name] by [applicable payment methods]." [or equivalent statement(s)]	Include the specified messaging or equivalent messaging that describes the methods the policyholder can use to submit payment to renew their policy.
32	Messaging	Coverage options	[see Possible Values]	Always shown	Always shown	"You have coverage options. You can either choose to keep your current coverage or adjust your coverage as needed." "Please indicate one of the following choices on the payment page." [or equivalent statement(s)]	Include the specified messaging or equivalent messaging that explains to the policyholder that they can keep their current coverage or change it if desired. Also include instructions for the policyholder to confirm which coverage option (i.e., keep current coverage or change coverage) they are selecting for the next policy term (e.g., check box on payment page or tell their agent).
33	Messaging	Ready to Renew	[see Possible Values]	Always shown	Not required	"Ready to renew? Complete the payment form on page [page #] to ensure your property stays covered." [or equivalent statement(s)]	Include the specified messaging or equivalent messaging that explains to the policyholder where in the Renewal information to go for information about completing payment.
34	Messaging	Privacy Act Statement	[Privacy Act Statement]	Always shown	Not required	NFIP Flood Insurance Renewal Privacy Act Statement  Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of why the Department of Homeland Security (DHS) is requesting the information on this form.  AUTHORITY: Within the Federal Emergency Management Agency (FEMA), the Federal Insurance and Mitigation Administration (FIMA) is authorized to conduct the renewal inquiry by the National Flood Insurance Act of 1968, Public Law 90-448, as amended by the Flood Disaster Protection Act of 1973, Public Law 93-234.	Include the messaging necessary to inform the policyholder of why the government is requesting information on a form.

## Appendix I: Policyholder Communications

**Table 3: Renewal Notice, Renewal Notice (This Is Not A Bill), and Final Notice Requirements** *continued*

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34 cont.						<p>PRINCIPAL PURPOSE(S): This information (that may include collection of policyholder information and bank account or credit card information) is being collected for the purpose of purchasing or renewing an NFIP policy.</p> <p>ROUTINE USE(S): The information on this form may be used by and disclosed to DHS personnel, contractors, or others who need this information to assist in activities related to the principal purposes noted above.</p> <p>DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may prevent FEMA from issuing an NFIP flood policy."</p>	

### IX. Cancellation Verification Letter

#### A. Overview

A policyholder requesting cancellation of their policy because it is no longer required by their lender will need to submit a Cancellation Verification Letter as part of the cancellation request. The policyholder may obtain this form from the agent or the insurer.

#### B. Sample Document

#### **VERIFICATION THAT THERE IS NO LENDER REQUIREMENT TO MAINTAIN FLOOD INSURANCE COVERAGE**

<Insured Property Address>

I, \_\_\_\_\_, am not required by a lender, loss payee, landlord, or any Federal agency to maintain flood insurance for the above-referenced property pursuant to any statute, regulation, or contract. I am aware that by canceling my coverage, I may lose eligibility for any discounted premium rates made available through the National Flood Insurance Program.

Check the reason that best applies:

- Property Closing Did Not Occur
- Insurance No Longer Required by Lender Because Property is No Longer in a Special Flood Hazard Area
- Coverage No Longer Required by Lender for a Detached Structure
- Mortgage Paid Off
- Nullification Prior to Policy Effective Date

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Policyholder Name (Printed)

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Policyholder Signature

Date

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# Appendix J: Sample Scenarios

## I. Sample Scenarios

This section provides sample scenarios for new business applications using the new pricing methodology. These samples are not based on actual property addresses or rating variables determined by geolocation. Text boxes and red text highlight specific information related to the different scenarios.

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### Scenario 1. Post-FIRM, Single-Family Home with Basement

#### Policyholder Information:

- Property Address of Policyholder(s):  
1234 Main St  
Any Town, TX 90210

#### Building Location:

- Is the Property Location the Same as the Policyholder Mailing Address?: Yes
- Property Address Type: Street
- For an Address With Multiple Buildings and/or for a Building With Additions or Extensions, Describe the Insured Building: N/A
- Is Building Located in a CBRS System Unit or OPA: No

#### Community Information:

- Current Community No./Panel No. and Suffix: 123456/0000/A
- Current FIRM Zone: AE
- Map Date: 12/31/2020
- Community Program Type is: Regular

#### Building Information:

- Building Occupancy:** Single Family Home
  - Building Description:** Main Dwelling
  - Foundation Type:** **Basement (non-elevated)**
  - First Floor Height Determination**
    - Elevation Certificate (Optional)  
Elevation Certificate Date: **11/01/2021**
- Building Diagram Number: **2A**

#### If Using Section E:

- First Floor Height (In Feet): **2**
- First Floor Height Used (In Feet): 2
- Method Used to Determine First Floor Height: EC Determined

The measurement in Section E2. represents the First Floor Height.

#### 5. Building Characteristics:

- Is Building Under Construction: No
- Date of Construction: 05/03/1988
- Has the Building Been Substantially Improved: No
- Construction Type: Masonry
- Is the Building Over Water: No
- Is the Building Properly Floodproofed: No
- Is the Building Eligible for the Machinery & Equipment Mitigation Discount: **Yes**
- Building Square Footage: **2,200**
- Number of Detached Structures on Property: N/A
- Number of Elevators: N/A
- Number of Floors in Building (Excluding Basements/Enclosed Area, if any): **2**
- If the Coverage is For a Unit, Indicate the Floor Where the Unit is Located: N/A
- Building Replacement Cost (Including the Foundation): \$250,000
- Is the Building a Rental Property: No
- Is the Building the Policyholder's Primary Residence: Yes

The M&E is elevated to the floor above the building's first floor.

Do not include the basement in the square footage or the number of floors calculation.

This building contains 3 floors including a basement.

#### COVERAGES AND DEDUCTIBLES

SFIP Form: Dwelling

#### Amount of Insurance

Building: \$240,000  
Contents: \$60,000

#### Deductible

Building: \$2,000  
Contents: \$2,000

#### Discounts

Did the applicant have a prior NFIP policy for the building that received a Newly Mapped discount and lapsed? **No**

Is the property eligible for Newly Mapped discount? **Yes**

Did the applicant have a prior NFIP policy for the building that received a Pre-FIRM discount and lapsed? No

If the applicant recently purchased the building, are they eligible to receive any NFIP statutory discount that the prior owner received? No

Insurer must confirm the policy is eligible for the Newly Mapped. Discount

COMPONENTS OF THE TOTAL AMOUNT DUE*		
Building Premium	+	\$1,211
Contents Premium	+	\$658
Increased Cost Of Compliance (ICC) Premium	+	\$36
Mitigation Discount	-	(\$85)
Community Rating System Discount	-	\$0
<b>FULL RISK PREMIUM</b>	=	<b>\$1,820</b>
STATUTORY DISCOUNTS		
Annual Increase Cap	-	\$0
Pre-FIRM Discount	-	\$0
Newly Mapped Discount	-	(\$474)
Other Statutory Discounts	-	\$0
<b>DISCOUNTED PREMIUM</b>	=	<b>\$1,346</b>
Reserve Fund Assessment (18%)	+	\$242
HFIAA Surcharge	+	\$25
Federal Policy Fee	+	\$47
Probation Surcharge	+	\$0
<b>TOTAL AMOUNT DUE</b>	=	<b>\$1,660</b>

\* All components of the total amount due will be calculated by the FEMA system.

### Scenario 2. Pre-FIRM, Single-Family Home, Elevated

#### Policyholder Information:

- Property Address of Policyholder(s):  
1234 Main Street  
Any Town, TX 90210

#### Building Location:

- Is the Property Location the Same as the Policyholder Mailing Address?: Yes
- Property Address Type: Street
- For an Address With Multiple Buildings and/or for a Building With Additions or Extensions, Describe the Insured Building: N/A
- Is Building Located in a CBRS System Unit or OPA: No

#### Community Information:

- Current Community No./Panel No. and Suffix: 123456/0000/A
- Current FIRM Zone: AE
- Map Date: 12/31/1974
- Community Program Type is: Regular

*Proper flood openings may result in a Mitigation Discount.*

*Use the enclosure floor as the LFE when Pre-FIRM in any FIRM zone regardless of proper flood openings.*

#### Building Information:

- Building Occupancy:** Single-Family Home
- Building Description:** Main Dwelling
- Foundation Type:** *Elevated with Enclosure on Posts, Piles, or Piers*  
Is the Enclosure/Crawl Space Constructed with Proper Flood Openings or Engineered Openings: **Yes**  
If Yes, Enter the Total Number of Flood Openings: **8**  
Total Area of All Permanent Openings:  
**1,200 Square Inches**  
Total Enclosed Area: **1,000 Square Feet**
- First Floor Height Determination**
  - Elevation Certificate (Optional)

Elevation Certificate Date: **08/05/2015**

Building Diagram Number: **6**

If Using Section C:

Lowest Adjacent Grade: **10**

Lowest Floor Elevation: **11**

First Floor Height (In Feet): **1**

- First Floor Height Used: 1
- Method Used to Determine First Floor Height: EC Determined

#### 5. Building Characteristics:

- Is Building Under Construction: No
- Date of Construction: 07/18/1970
- Has the Building Been Substantially Improved: No
- Construction Type: Frame
- Is the Building Over Water: No
- Is the Building Properly Floodproofed: No
- Is the Building Eligible for the Machinery & Equipment Mitigation Discount: **Yes**
- Building Square Footage: **3,600**
- Number of Detached Structures on Property: 1
- Number of Elevators: N/A
- Number of Floors in Building (Excluding Basements/Enclosed Area, if any): **2**
- If the Coverage is For a Unit, Indicate the Floor Where the Unit is Located: N/A
- Building Replacement Cost (Including the Foundation): \$425,000
- Is the Building a Rental Property: No
- Is the Building the Policyholder's Primary Residence: Yes

*M&E is elevated to the floor above the building's first floor.*

*Do not include the enclosure in the square footage or the number of floors calculation.*

*This building contains 3 floors including an enclosure.*

#### COVERAGES AND DEDUCTIBLES

SFIP Form: Dwelling

#### Amount of Insurance

Building: \$250,000  
Contents: \$85,000

#### Deductible

Building: \$2,000  
Contents: \$2,000

#### Discounts

Did the applicant have a prior NFIP policy for the building that received a Newly Mapped discount and lapsed? No

Is the property eligible for Newly Mapped discount? No

Did the applicant have a prior NFIP policy for the building that received a Pre-FIRM discount and lapsed? No

If the applicant recently purchased the building, are they eligible to receive any NFIP statutory discount that the prior owner received? No

RISK PREMIUM		
Building Premium	+	\$1,318
Contents Premium	+	\$756
Increased Cost Of Compliance (ICC) Premium	+	\$39
Mitigation Discount	-	(\$106)
Community Rating System Discount	-	\$0
<b>FULL RISK PREMIUM</b>	=	<b>\$2,007</b>
Annual Increase Cap	-	\$0
Pre-FIRM Discount	-	(\$116)
Newly Mapped Discount	-	\$0
Other Statutory Discounts	-	\$0
<b>DISCOUNTED PREMIUM</b>	=	<b>\$1,891</b>
Reserve Fund Assessment (18%)	+	\$340
HFIAA Surcharge	+	\$25
Federal Policy Fee	+	\$47
Probation Surcharge	+	\$0
<b>TOTAL AMOUNT DUE</b>	=	<b>\$2,303</b>

\* All components of the total amount due will be calculated by the FEMA system.

### Scenario 3. Post-FIRM, Single-Family Home, Elevated

#### Policyholder Information:

- Property Address of Policyholder(s):  
1234 Main Street  
Any Town, TX 90210

#### Building Location:

- Is the Property Location the Same as the Policyholder Mailing Address?: Yes
- Property Address Type: Street
- For an Address With Multiple Buildings and/or for a Building With Additions or Extensions, Describe the Insured Building: N/A
- Is Building Located in a CBRS System Unit or OPA: No

#### Community Information:

- Current Community No./Panel No. and Suffix: 123456/0000/A
- Current Firm Zone: AE
- Map Date: 12/31/1974
- Community Program Type is: Regular

#### Building Information:

- Building Occupancy:** Single-Family Home
- Building Description:** Main Dwelling
- Foundation Type:** *Elevated with Enclosure on Posts, Piles, or Piers*  
Is the Enclosure/Crawlspace Constructed with Proper Flood Openings or Engineered Openings: **No**
- First Floor Height Determination**
  - Elevation Certificate (Optional)
  - Elevation Certificate Date: **08/05/2018**
  - Building Diagram Number: **6**

#### If Using Section C:

Lowest Adjacent Grade: **10**

Lowest Floor Elevation: **18**

First Floor Height (In Feet): **8**

- First Floor Height Used: 8
- Method Used to Determine First Floor Height: EC Determined

*Use the elevated floor as the LFE when Post-FIRM in Zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, or VE regardless of proper flood openings.*

#### 5. Building Characteristics:

- Is Building Under Construction: No
- Date of Construction: 07/18/2015
- Has the Building Been Substantially Improved: No
- Construction Type: Frame
- Is the Building Over Water: No
- Is the Building Properly Floodproofed: No
- Is the Building Eligible for the Machinery & Equipment Mitigation Discount: **Yes**
- Building Square Footage: **3,600**
- Number of Detached Structures on Property: 1
- Number of Elevators: N/A
- Number of Floors in Building (Excluding Basements/Enclosed Area, if any): **2**
- If the Coverage is for a Unit, Indicate the Floor Where the Unit is Located: N/A
- Building Replacement Cost (Including the Foundation): \$425,000
- Is the Building a Rental Property: No
- Is the Building the Policyholder's Primary Residence: Yes

*M&E is elevated to the floor above the building's first floor.*

*Do not include the enclosure in the square footage or the number of floors calculation.*

*This building contains 3 floors including an enclosure.*

#### COVERAGES AND DEDUCTIBLES

SFIP Form: Dwelling

#### Amount of Insurance

Building: \$250,000

Contents: \$85,000

#### Deductible

Building: \$2,000

Contents: \$2,000

#### Discounts

Did the applicant have a prior NFIP policy for the building that received a Newly Mapped discount and lapsed? No

Is the property eligible for Newly Mapped discount? No

Did the applicant have a prior NFIP policy for the building that received a Pre-FIRM discount and lapsed? No

If the applicant recently purchased the building, are they eligible to receive any NFIP statutory discount that the prior owner received? No

COMPONENTS OF THE TOTAL AMOUNT DUE*		
Building Premium	+	\$580
Contents Premium	+	\$375
Increased Cost Of Compliance (ICC) Premium	+	\$18
Mitigation Discount	-	(\$38)
Community Rating System Discount	-	0
<b>FULL RISK PREMIUM</b>	=	<b>\$935</b>
<b>STATUTORY DISCOUNTS</b>		
Annual Increase Cap	-	0
Pre-FIRM Discount	-	0
Newly Mapped Discount	-	0
Other Statutory Discounts	-	0
<b>DISCOUNTED PREMIUM</b>	=	<b>\$935</b>
Reserve Fund Assessment (18%)	+	\$168
HFIAA Surcharge	+	\$25
Federal Policy Fee	+	\$47
Probation Surcharge	+	0
<b>*TOTAL AMOUNT DUE</b>	=	<b>\$1,175</b>

\* All components of the total amount due will be calculated by the FEMA system.

## Appendix J. Sample Scenarios

### Scenario 4. Post-FIRM, Residential Condo Unit Within a Residential Condominium Building, Elevated

#### Policyholder Information:

- Property Address of Policyholder(s):  
1234 Main Street Unit 502  
Any Town, TX 90210

#### Building Location:

- Is the Property Location the Same as the Policyholder Mailing Address?: Yes
- Property Address Type: Street
- For an Address With Multiple Buildings and/or for a Building With Additions or Extensions, Describe the Insured Building: N/A
- Is Building Located in a CBRS System Unit or OPA: No

#### Community Information:

- Current Community No./Panel No. and Suffix: 123456/0000/A
- Current FIRM Zone: X
- Map Date: 12/31/1974
- Community Program Type is: Regular

#### Building Information:

1. Building Occupancy: **Residential Unit**
2. Building Description: **Residential Condominium Unit (in Residential Building)**
3. Foundation Type: Elevated with Enclosure Not on Posts, Piles or Piers (Solid Foundation Walls)
  - Is the Enclosure/Crawlspace Constructed with Proper Flood Openings or Engineered Openings: No
  - Total Enclosed Area: N/A

#### 4. First Floor Height Determination

- Elevation Certificate (Optional): N/A
- First Floor Height Used (In Feet): 3
- Method Used to Determine First Floor Height: FEMA Determined

#### 5. Building Characteristics:

- Is Building Under Construction: No
- Date of Construction: 05/01/1995
- Has the Building Been Substantially Improved: No
- Construction Type: N/A
- Is the Building Over Water: No
- Is the Building Properly Floodproofed: No
- Is the Building Eligible for the Machinery & Equipment Mitigation Discount: No
- Building Square Footage: **1,000**
- Number of Detached Structures on Property: N/A
- Number of Elevators: **2**
- Number of Floors in Building (Excluding Basements/Enclosed Area, if any): **10**
- If the Coverage is For a Unit, Indicate the Floor Where the Unit is Located: **5**
- Total Number of Units in the Building: **20**
- Building Replacement Cost (Including the Foundation): **\$175,000**
- Is the Building a Rental Property: No
- Is the Building the Policyholder's Primary Residence: Yes

*The building square footage is based on the size of the unit.*

*The number of elevators, number of floors and total number of units are based on the entire building.*

*The building replacement cost value should be based on the unit.*

#### COVERAGES AND DEDUCTIBLES

SFIP Form: Dwelling

#### Amount of Insurance

Building: \$150,000  
Contents: \$50,000

#### Deductible

Building: \$2,000  
Contents: \$2,000

#### Discounts

Did the applicant have a prior NFIP policy for the building that received a Newly Mapped discount and lapsed? No

Is the property eligible for Newly Mapped discount? No

Did the applicant have a prior NFIP policy for the building that received a Pre-FIRM discount and lapsed? No

If the applicant recently purchased the building, are they eligible to receive any NFIP statutory discount that the prior owner received? No

COMPONENTS OF THE TOTAL AMOUNT DUE*		
Building Premium	+	\$183
Contents Premium	+	\$100
Increased Cost Of Compliance (ICC) Premium	+	\$5
Mitigation Discount	-	\$0
Community Rating System Discount	-	(\$9)
<b>FULL RISK PREMIUM</b>	=	<b>\$279</b>
STATUTORY DISCOUNTS		
Annual Increase Cap	-	\$0
Pre-FIRM Discount	-	\$0
Newly Mapped Discount	-	\$0
Other Statutory Discounts	-	\$0
<b>DISCOUNTED PREMIUM</b>	=	<b>\$279</b>
Reserve Fund Assessment (18%)	+	\$50
HFIAA Surcharge	+	\$25
Federal Policy Fee	+	\$47
Probation Surcharge	+	\$0
<b>*TOTAL AMOUNT DUE</b>	=	<b>\$401</b>

\* All components of the total amount due will be calculated by the FEMA system.

## Appendix J. Sample Scenarios

### Scenario 5. Post-FIRM, Residential Condominium Building Association Policy, Non-Elevated

#### Policyholder Information:

- Property Address of Policyholder(s):  
1234 Main Street  
Any Town, TX 90210

#### Building Location:

- Is the Property Location the Same as the Policyholder Mailing Address?: Yes
- Property Address Type: Street
- For an Address With Multiple Buildings and/or for a Building With Additions or Extensions, Describe the Insured Building: N/A
- Is Building Located in a CBRS System Unit or OPA: No

#### Community Information:

- Current Community No./Panel No. and Suffix: 123456/0000/A
- Current FIRM Zone: AE
- Map Date: 12/13/2020
- Community Program Type is: Regular

#### Building Information:

1. Building Occupancy: **Residential Condominium Building**
2. Building Description: **Entire Residential Condominium Building**

3. Foundation Type: Slab On Grade

4. First Floor Height Determination

- Elevation Certificate (Optional): N/A
- First Floor Height Used (In Feet): 2
- Method Used to Determine First Floor Height:  
FEMA Determined

#### 5. Building Characteristics:

- Is Building Under Construction: No
- Date of Construction: 05/01/1995
- Has the Building Been Substantially Improved: No
- Construction Type: **Not Required for an RCBAP**
- Is the Building Over Water: No
- Is the Building Properly Floodproofed: No
- Is the Building Eligible for the Machinery & Equipment Mitigation Discount: **Yes**
- Building Square Footage: **12,000**
- Number of Detached Structures on Property: 0
- Number of Elevators: **4**
- Number of Floors in Building (Excluding Basements/Enclosed Area, if any): **5**
- If the Coverage is For a Unit, Indicate the Floor Where the Unit is Located: N/A
- Total Number of Units in the Building: **10**
- Building Replacement Cost (Including the Foundation): **\$2,000,000**
- Is the Building a Rental Property: No
- Is the Building the Policyholder's Primary Residence: No

*M&E is elevated to the floor above the building's first floor.*

*The insurer must obtain the Building Replacement Cost Value for the building including the cost of the foundation and maintain supporting documentation.*

#### COVERAGES AND DEDUCTIBLES

SFIP Form: RCBAP

#### Amount of Insurance

Building: \$2,000,000

Contents: \$100,000

#### Deductible

Building: \$5,000

Contents: \$5,000

#### Discounts

Did the applicant have a prior NFIP policy for the building that received a Newly Mapped discount and lapsed? No

Is the property eligible for Newly Mapped discount? **Yes**

Did the applicant have a prior NFIP policy for the building that received a Pre-FIRM discount and lapsed? No

If the applicant recently purchased the building, are they eligible to receive any NFIP statutory discount that the prior owner received? No

*Insurer must confirm the policy is eligible for the Newly Mapped.*

COMPONENTS OF THE TOTAL AMOUNT DUE*		
Building Premium	+	\$3,032
Contents Premium	+	\$697
Increased Cost Of Compliance (ICC) Premium	+	\$71
Mitigation Discount	-	(\$180)
Community Rating System Discount	-	\$0
<b>FULL RISK PREMIUM</b>	=	<b>\$3,620</b>
STATUTORY DISCOUNTS		
Annual Increase Cap	-	\$0
Pre-FIRM Discount	-	\$0
Newly Mapped Discount	-	(\$149)
Other Statutory Discounts	-	\$0
<b>DISCOUNTED PREMIUM</b>	=	<b>\$3,471</b>
Reserve Fund Assessment (18%)	+	\$625
HFIAA Surcharge	+	\$250
Federal Policy Fee	+	\$470
Probation Surcharge	+	\$0
<b>*TOTAL AMOUNT DUE</b>	=	<b>\$4,816</b>

\* All components of the total amount due will be calculated by the FEMA system.

# Appendix K: Definitions and Acronyms

## I. Definitions

This table of terms includes definitions of specific terms or words related to the NFIP, as well as a few standard industry terms for additional focus and emphasis.

Term	Definition
<b>Actual Cash Value (ACV)</b>	The cost to replace an insured item of property at the time of loss, less the value of its physical depreciation.
<b>Agricultural Building</b>	A structure used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock. Examples of eligible agricultural buildings include barns, silos, and grain storage buildings.
<b>Annual Increase Cap Discount</b>	Congressionally-mandated percentage limits on yearly premium increases for various NFIP policies, in accordance with BW-12 and HFIAA.
<b>Apartment Building</b>	A residential building containing multiple residential units that is not in condominium or cooperative ownership.
<b>Apartment Unit</b>	A single residential unit within an apartment building.
<b>Anchored</b>	Adequately secured to prevent flotation, collapse, or lateral movement.
<b>Application Form</b>	The statement made and signed by the prospective policyholder or the agent in applying for an NFIP flood insurance policy. The Application Form gives information used to determine the eligibility of the risk, the kind of policy to be issued, and the correct premium payment.
<b>Base Flood</b>	A flood having a 1 percent chance of being equaled or exceeded in any given year.
<b>Base Flood Elevation (BFE)</b>	The elevation of surface water resulting from a flood that has a 1 percent chance of equaling or exceeding that level in any given year. The BFE is shown on the Flood Insurance Rate Map (FIRM) for Zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, V1–V30 and VE.
<b>Basement</b>	Any area of the building, including any sunken room or sunken portion of a room, having its floor below ground level on all sides.
<b>Breakaway Wall</b>	A wall that is not part of the structural support of a building and is intended, through its design and construction, to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or supporting foundation system.
<b>Building</b>	<ul style="list-style-type: none"><li>• A structure with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site; or</li><li>• 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</li><li>• 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.</li></ul> <p>“Building” does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, or other similar vehicle, except as described above.</p>

## Appendix K: Definitions and Acronyms

Term	Definition
<b>Building Under Construction</b>	A building that may be insured before it is walled and roofed, using the NFIP-issued rates based on the construction designs and the intended use of the building. See Section 2: Before You Start. The building must be principally above ground and affixed to a permanent site. It does not include building materials or supplies intended for use in construction, alteration, or repair, unless such materials or supplies are within an enclosed building on the premises. See Section 3: How to Write for rating guidance.
<b>BW-12</b>	The Biggert-Waters Flood Insurance Reform Act of 2012.
<b>Cancellation</b>	The termination of the insurance coverage provided by a policy before the expiration date.
<b>Cistern</b>	A tank for storing water. A cistern that is eligible for coverage (and the water in it) is defined as an integral part of an insurable building; it could be either under the building or above ground and physically attached to a side of the building via a common wall. See the NFIP <a href="#">Claims Manual</a> for more detailed eligibility information.
<b>Coastal Barrier</b>	A naturally occurring island, sandbar, or other strip of land, including coastal mainland, which protects the coast from severe wave wash.
<b>Coastal Barrier Resources Act (CBRA)</b>	Legislation (16 U.S.C. 3501 et seq.) designating relatively undeveloped coastal barriers along the Atlantic, Gulf of Mexico, Great Lakes, U.S. Virgin Islands, and Puerto Rico coasts as part of the John H. Chafee Coastal Barrier Resources System (CBRS) and making these areas ineligible for most new federal expenditures and financial assistance.
<b>Coastal Barrier Resources System (CBRS)</b>	A defined set of geographic units (known as System Units and Otherwise Protected Areas (OPAs)) along the Atlantic, Gulf of Mexico, Great Lakes, U.S. Virgin Islands, and Puerto Rico coasts identified under the CBRA and subsequent amendments.
<b>Commercial Building</b>	A non-habitational building, manufactured/mobile building, or unit used as an office, retail space, wholesale space, hospitality space, or for similar uses.
<b>Community</b>	A local political entity that has the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction.
<b>Community Number</b>	A six-digit designation identifying each NFIP community. The first two numbers are the state code. The next four are the FEMA-assigned community number. An alphabetical suffix is added to a community number to identify revisions in the FIRM for that community.
<b>Community Rating System</b>	A program developed by FEMA to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.
<b>Condominium Association</b>	An entity made up of condominium unit owners, where membership in the entity is a required condition of unit ownership, that is responsible for the maintenance and operation of: <ul style="list-style-type: none"> <li>• Common elements owned in undivided shares by unit owners; and</li> <li>• Other real property in which the unit owners have use rights.</li> </ul>
<b>Condominium Building</b>	A type of building in the form of ownership in which each unit owner has an undivided interest in common elements of the building.

## Appendix K: Definitions and Acronyms

Term	Definition
<b>Cooperative Building</b>	A residential building owned and managed by a corporation. Residents within cooperative buildings typically buy shares of the corporation, rather than the real estate (building, land, or both) itself. Shareholders of the cooperative corporation are provided a preferential lease agreement from the corporation which affords them the right to occupy a specific space or unit within the cooperative building. A cooperative building must have at least 75 percent of the total floor area used for residential purposes to qualify as a residential occupancy. Cooperative buildings are not eligible for the RCBAP.
<b>Cooperative Unit</b>	A shareholder's residential unit within a cooperative building.
<b>Countywide FIRM</b>	A FIRM that shows flooding information for the entire geographic area of a county, including the incorporated communities within the county.
<b>Crawlspace</b>	An under-floor space that has its interior floor area (finished or not) no more than 5 feet below the top of the next-higher floor. If the crawlspace floor is more than 2 feet below the lowest adjacent grade on all sides, then it is deemed to be a basement. Crawlspaces generally have solid foundation walls. See Diagram 8 in the NFIP Elevation Certificate and Instructions (a sample of the form can be found in Appendix B: Forms).
<b>Cumulative Damage Building</b>	Any building that has incurred flood-related damage as a result of two or more flooding events in which the cumulative amounts of payments equals or exceeds the fair market value of such building, as determined through use of the following procedure. To determine whether a building has been cumulatively damaged, a loss percentage will be calculated, for each loss, equal to the claim payment amount for that loss divided by the fair market value of such building.
<b>Date of Construction</b>	The date that the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date.
<b>Deductible</b>	The fixed amount of an insured loss that is the responsibility of the policyholder and that is deducted before any amounts are paid for the insured loss under the insurance policy.
<b>Described Location</b>	The location where the insured building or personal property is found. The described location is shown on the Declarations Page.
<b>Detached Garage</b>	A non-habitational, accessory building at the same property location as the principal building, and the use of which is incidental to the use of the principal building. Designed for storage of a motorized vehicle. Must be used only for parking and storage and not for residential purposes if not insured separately.
<b>Detached Guest House</b>	A secondary house that shares the building lot of a larger, primary house.
<b>Elevated Building</b>	A building that has no basement and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, piles, or columns.
<b>Emergency Program</b>	The initial phase of a community's participation in the NFIP, as prescribed by Section 1306 of the National Flood Insurance Act of 1968 (NFIA) (42 U.S.C. 4056). In this phase, limited amounts of coverage are available.
<b>Enclosure</b>	That portion of an elevated building below the lowest elevated floor that is either partially or fully enclosed by rigid walls.
<b>Erosion</b>	The collapse, undermining, or subsidence of land along the shore of a lake or other body of water. Erosion is a covered peril if it is caused by waves or currents of water exceeding their cyclical levels, which result in flooding.

## Appendix K: Definitions and Acronyms

Term	Definition
<b>Federal Policy Fee</b>	A flat charge that the policyholder must pay on each new or renewal policy to defray certain administrative expenses incurred in carrying out NFIP operations.
<b>Financial Assistance/Subsidy Arrangement</b>	The arrangement between an insurance company and FEMA to initiate the company participation in the Write Your Own (WYO) Program. It establishes the duties of the company and the government.
<b>First Floor Height</b>	The height of the first lowest floor above the adjacent grade, measured in feet.
<b>Flood</b>	<p>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 the policyholder's property) from:</p> <ul style="list-style-type: none"> <li>• Overflow of inland or tidal waters;</li> <li>• Unusual and rapid accumulation or runoff of surface waters from any source; or</li> <li>• Mudflow</li> </ul> <p>OR</p> <p>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 from the overflow of inland or tidal waters, as defined above.</p>
<b>Flood Hazard Boundary Map (FHBM)</b>	Official map of a community issued by FEMA, where the boundaries of the flood, mudflow, and related erosion areas having special hazards have been designated. Typically the initial flood hazard identification used for Emergency Program communities.
<b>Flood Insurance Rate Map (FIRM)</b>	Official map of a community in the Regular Program on which FEMA has delineated the Special Flood Hazard Areas (SFHAs), the BFEs, and the flood zones applicable to the community.
<b>Floodplain Management</b>	Floodplain management is a community-implemented effort to prevent or reduce the risk of flooding, resulting in a more resilient community. It includes the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to regulation of development in flood prone areas.
<b>Foundation Walls</b>	Walls such as masonry walls, poured concrete walls, or precast concrete walls, regardless of height, that extends above grade and support the loads of a building.
<b>Freeboard</b>	An additional height above the BFE used as a factor of safety (for example: two feet above the Base Flood) in determining the level at which a building's lowest floor must be elevated or floodproofed to be in accordance with state or community floodplain management regulations.
<b>Full-Risk Premium</b>	The chargeable premium for a property based on its determined flood risk and the full cost to pay anticipated losses and expenses for that property.
<b>Government-Owned</b>	A building owned by any government entity.
<b>Grade Elevation</b>	The lowest or highest finished ground level that is immediately adjacent to the walls of the building. Use natural (pre-construction) ground level, if available, for Zone AO and Zone A (without BFE).
<b>Grandfathering</b>	A former NFIP rating procedure that is no longer available for policies written or renewed effective October 1, 2021 or later.

## Appendix K: Definitions and Acronyms

Term	Definition
<b>Group Flood Insurance Policy (GFIP)</b>	A GFIP is a policy covering all individuals named by a State as recipients under Section 408 of the Stafford Act (42 U.S.C. 5174) of an Individuals and Households Program (IHP) award for flood damage as a result of major disaster declaration by the President. Individual recipients receive a GFIP Certificate of Flood Insurance from the NFIP Direct that provides coverage for 3 years after the date of award.
<b>HFIAA Surcharge</b>	The statutory surcharge imposed by Section 1308A of the NFIA (42 U.S.C. 4015a) in the Homeowner Flood Insurance Affordability Act of 2014 (HFIAA).
<b>Historic Building</b>	<p>Any building that is:</p> <ul style="list-style-type: none"> <li>• Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; or</li> <li>• Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary of the Interior to qualify as a registered historic district; or</li> <li>• Individually listed in a state inventory of historic places in states with preservation programs that have been approved by the Secretary of the Interior; or</li> <li>• Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: <ul style="list-style-type: none"> <li>— By an approved state program as determined by the Secretary of the Interior; or</li> <li>— Directly by the Secretary of the Interior in states without approved programs.</li> </ul> </li> </ul>
<b>House of Worship</b>	A church, temple, synagogue, mosque, or other building set apart primary for the purpose of worship in which religious services are held and the main body of which is kept for that use and not put to any other use inconsistent with its primary purpose.
<b>Increased Cost of Compliance (ICC)</b>	Coverage for expenses that a property owner must incur, above and beyond the cost to repair the physical damage the building sustained from a flooding event, to comply with mitigation requirements of state or local floodplain management ordinances or laws. Acceptable mitigation measures are elevation, floodproofing, relocation, demolition, or any combination thereof.
<b>Insufficient Premium Payment</b>	Premium payment received that is less than the amount shown on the bill, resulting in an underpayment.
<b>Insured</b>	Refers to the policyholder as well as anyone who submits payment on behalf of the policyholder and who has the right to a claim payment under the policy (for example, the mortgagee).
<b>Invalid payment</b>	A payment that cannot be negotiated because of non-sufficient funds (NSF) in the account, a complete reversal (dispute) is successfully completed on an electronic payment, or the payment is non-negotiable for any reason.
<b>Letter of Map Amendment (LOMA)</b>	An amendment to the currently effective FIRM issued by FEMA that establishes that a property is not located in an SFHA.
<b>Letter of Map Revision (LOMR)</b>	An official amendment to the currently effective FIRM. It is issued by FEMA and changes flood zones, delineations, and elevations.
<b>LOMR-F</b>	Letter of Map Revision Based on Fill.

## Appendix K: Definitions and Acronyms

Term	Definition
<b>Lowest Adjacent Grade</b>	The lowest point of the ground level immediately next to a building.
<b>Lowest Floor Elevation</b>	The measured distance of a building's lowest floor above the National Geodetic Vertical Datum (NGVD) of 1929 or other datum specified on the FIRM for that location.
<b>Main Dwelling</b>	A residential building that is the main dwelling on the property, as opposed to any secondary dwelling such as a detached guest house.
<b>Mandatory Purchase Requirement</b>	A statutory requirement under the Flood Disaster Protection Act of 1973 (FDPA), making the purchase of flood insurance mandatory for properties in SFHAs that are located in NFIP participating communities and either secure mortgages from federally backed lenders or received federal assistance for acquisition or construction.
<b>Map Revision</b>	A change in the FHBM or FIRM for a community which reflects revised zone, base flood, or other information.
<b>Masonry Walls</b>	Walls constructed of individual components laid in and bound together with mortar. These components can be brick, stone, concrete block, poured concrete, etc.
<b>Mixed-Use Building</b>	A building that has both residential and non-residential uses.
<b>Mudflow</b>	A river of liquid and flowing mud on the surface 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.
<b>Natural Grade</b>	The grade unaffected by construction techniques such as fill, landscaping, or berming.
<b>Newly Mapped (A Property Newly Mapped into the SFHA)</b>	A property that was once designated outside of the SFHA on an effective FIRM, and following a map revision, is now designated within the SFHA. Refer to the Newly Mapped Discount heading in Section 3: How to Write for additional information.
<b>NFIP Direct Servicing Agent (NFIP Direct)</b>	An entity contracted with FEMA to sell and service all types of NFIP policies; it also exclusively handles Group Flood Insurance Policies and Severe Repetitive Loss policies.
<b>NFIP Special Direct Facility (SDF)</b>	A centralized processing center that the NFIP Direct operates, which services and supports policies for Severe Repetitive Loss (SRL) properties, re-underwrites them, and coordinates with FEMA on necessary policy actions for FEMA-approved mitigation projects.
<b>Non-Primary Residence</b>	A residential building that is not the primary residence of the policyholder.
<b>Non-Residential Building</b>	<ul style="list-style-type: none"> <li>• A building where the primary use is commercial or non-habitational; or</li> <li>• A mixed-use building in which the total floor area devoted to non-residential uses is: <ul style="list-style-type: none"> <li>— 50 percent or more of the total floor area within the building, if a single-family building; or</li> <li>— 25 percent or more of the total floor area within the building for all other buildings.</li> </ul> </li> </ul>

## Appendix K: Definitions and Acronyms

Term	Definition
<b>Non-Residential Manufactured/Mobile Building</b>	A single-unit non-residential building (or mixed-use building in which non-residential uses are 50 percent or more of the building's total floor area) that meets one of the following definitions: <ul style="list-style-type: none"> <li>• A manufactured/mobile (mobile) building built on a permanent chassis, transported to a site in one or more sections, and affixed to a permanent foundation; or</li> <li>• A travel trailer without wheels, built on a chassis, affixed to a permanent foundation, and regulated under the community's floodplain management and building ordinances or laws.</li> </ul>
<b>Non-Residential Unit</b>	A single non-residential unit (or mixed-use unit in which non-residential uses are 50 percent or more of the unit's total floor area) within a: <ul style="list-style-type: none"> <li>• Residential or non-residential building (whether or not in condominium ownership); or</li> <li>• Townhouse or rowhouse in the condominium form of ownership (if insured as a unit as opposed to an entire building).</li> </ul>
<b>Nullification</b>	The act of declaring an insurance contract invalid from its inception so that, from a legal standpoint, the insurance contract never existed.
<b>Other Residential Building</b>	A residential building (or mixed-use building with non-residential uses limited to less than 25 percent of the building's total floor area) containing 5 or more units.
<b>Otherwise Protected Area (OPA)</b>	Any undeveloped coastal barrier within the boundaries of an area established under federal, state, or local law, or held by a qualified organization, primarily for wildlife refuge, sanctuary, recreational, or natural resource conservation purposes that is included within the CBRS established by the CBRA (16 U.S.C. 3503).
<b>Out-As-Shown Determination</b>	An alternative outcome of the FEMA LOMA review process stating that a specific property is located outside the SFHA, as indicated on the FHBMR or FIRM.
<b>Participating Community</b>	A community for which FEMA has authorized the sale of flood insurance under the NFIP.
<b>Physical Map Revision (PMR)</b>	An official republication of a FIRM panel(s) and Flood Insurance Study report to change flood insurance zones, floodplain delineations, flood elevations, floodways, and planimetric features.
<b>Policy</b>	The entire written contract between the policyholder and the insurer. The written contract includes the following: <ul style="list-style-type: none"> <li>• The printed policy form;</li> <li>• The Application Form and declarations page;</li> <li>• Any endorsement(s) that may be issued; and</li> <li>• Any renewal certificate indicating that coverage has been instituted for a new policy and new policy term.</li> </ul>
<b>Policyholder</b>	"Policyholder" refers specifically to the individual or entity named in the policy itself (on the policy declarations page), whereas "insured" refers to the policyholder as well as anyone who submits payment on behalf of the policyholder and who has the right to a claim payment under the policy (for example, the mortgagee). The <i>NFIP Flood Insurance Manual</i> uses each term when appropriate to the specific context.
<b>Post-FIRM Building</b>	A building for which construction or substantial improvement occurred after December 31, 1974, or on or after the effective date of an initial FIRM, whichever is later.

## Appendix K: Definitions and Acronyms

Term	Definition
<b>Pre-FIRM Building</b>	A building for which construction or substantial improvement occurred on or before December 31, 1974, or before the effective date of an initial FIRM.
<b>Preferred Risk Policy (PRP)</b>	A former NFIP flood insurance product that is no longer available for policies written effective October 1, 2021 or later.
<b>Presentment of Premium Payment</b>	The date of either: <ul style="list-style-type: none"> <li>• The check or credit card payment by the applicant or applicant's representative, if the premium payment is not part of a loan closing, or</li> <li>• The loan closing, if the premium payment is part of a loan closing.</li> </ul>
<b>Primary Residence</b>	A Single-Family Home, Residential Manufactured / Mobile Home, Residential Unit, or Two-to-Four Family Building that will be lived in by the policyholder or the policyholder's spouse for: <ul style="list-style-type: none"> <li>• More than 50 percent of the 365 calendar days following the current policy effective date; or</li> <li>• 50 percent or less of the 365 calendar days following the current policy effective date if the policyholder has only one residence and does not lease that residence to another party or use it as rental or income property at any time during the policy term.</li> </ul>
<b>Principal Residence</b>	A single-family dwelling in which, at the time of loss, the policyholder or the policyholder's spouse has lived for either 80 percent of the 365 days immediately preceding the loss, or 80 percent of the period of ownership, if less than 365 days.
<b>Probation</b>	A FEMA-imposed change in a community's status resulting from violations and deficiencies in the administration and enforcement of NFIP local floodplain management regulations.
<b>Probation Surcharge</b>	A flat surcharge that the policyholder must pay on each new or renewed policy issued covering property in a community that the NFIP has placed on probation under the provisions of 44 CFR 59.24.
<b>Proper Openings</b>	Openings or vents in all enclosures below the lowest elevated floor that are designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Requirements for proper openings: <ul style="list-style-type: none"> <li>• A minimum of two openings with positioning on at least two walls;</li> <li>• A total net area of not less than one square inch for every square foot of enclosed area subject to flooding; and</li> <li>• The bottom of all openings must be no higher than one foot above the higher of the exterior or interior grade (adjacent) or floor immediately below the openings.</li> </ul>
<b>Provisional Rating</b>	A rating method used only if FEMA's system is unavailable, consistent with FEMA guidance on use of provisional rates.
<b>Recreation Building</b>	A building designed for non-habitational uses and that does not qualify as a commercial building. Examples include clubhouses and poolhouses.
<b>Regular Program</b>	The final phase of a community's participation in the NFIP. In this phase, a FIRM is in effect and full limits of coverage are available under the NFIA.
<b>Replacement Cost Value (RCV)</b>	The cost to replace property with the same kind of material and construction without deduction for depreciation. The building replacement cost value is the cost to replace the building or unit, including, for a building, the cost of the foundation.

## Appendix K: Definitions and Acronyms

Term	Definition
<b>Reserve Fund Assessment</b>	An amount dedicated to the NFIP Reserve Fund added to the policyholder's premium pursuant to Section 1310A of the NFIA (42 U.S.C. 4017a).
<b>Residential Building</b>	A non-commercial building designed for habitation by one or more families or a mixed-use building that qualifies as a Single-Family Home, Residential Manufactured/Mobile Home, Two-to-Four Family Building, or Other Residential Building.
<b>Residential Condominium Building</b>	A residential building in that form of ownership in which each unit owner has an undivided interest in common elements.
<b>Residential Condominium Unit (in Residential Building)</b>	A residential condominium unit in a residential condominium building.
<b>Residential Condominium Unit (in Non-Residential Building)</b>	A residential condominium unit in a non-residential condominium building.
<b>Residential Manufactured/Mobile Home</b>	<p>A single-family residential building (or mixed-use building with non-residential uses limited to less than 50 percent of the building's total floor area) that meets one of the following definitions:</p> <ol style="list-style-type: none"> <li>1. A manufactured home (also known as a mobile home) built on a permanent chassis, transported to a site in one or more sections, and affixed to a permanent foundation.</li> <li>2. A travel trailer without wheels, built on a chassis, affixed to a permanent foundation, and regulated under the community's floodplain management and building ordinances or laws.</li> </ol> <p>This definition does not include recreational vehicles. Special loss settlement applies to a manufactured (mobile) home that, when assembled as a non-movable, permanent building, is at least 16 feet wide and has an area within its perimeter walls of at least 600 square feet. See the NFIP <a href="#">Claims Manual</a>.</p>
<b>Residential Unit</b>	<p>A single-family residential unit (or mixed-use unit with non-residential uses limited to less than 50 percent of the unit's total floor area) located within a:</p> <ol style="list-style-type: none"> <li>1. Residential or non-residential condominium building;</li> <li>2. Residential or non-residential building not in condominium ownership (for example, an apartment building or cooperative building); or</li> <li>3. Townhouse or rowhouse in condominium ownership (if insured as a unit as opposed to an entire building).</li> </ol>
<b>Severe Repetitive Loss (SRL) Property</b>	<p>An NFIP-insured building:</p> <ul style="list-style-type: none"> <li>• That has incurred flood-related damage for which four or more separate claims payments have been made, with the amount of each claim (including building and contents payments) exceeding \$5,000, and with the cumulative amount of such claims payments exceeding \$20,000; or</li> <li>• For which at least two separate claims payments (building payments only) have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the building.</li> </ul> <p>In both instances, at least two of the claims must be within 10 years of each other, and claims made within 10 days of each other will be counted as one claim. In determining SRL status, FEMA considers the loss history since 1978, or from the building's construction if it was built after 1978, regardless of any changes in the ownership of the building.</p>

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Term	Definition
<b>Shear Walls</b>	Walls used for structural support but 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 flood zone.
<b>Single-Family Home</b>	A single-family building, townhouse, or rowhouse that is residential (or mixed-use with non-residential uses limited to less than 50 percent of the building's total floor area) and not in condominium ownership (or not eligible for the RCBAP Form).
<b>Solid (Perimeter) Foundation Walls</b>	Walls that are used as a means of elevating a building
<b>Special Flood Hazard Area (SFHA)</b>	An area having special flood, mudflow, or flood-related erosion hazards, and shown on an FHBMR or FIRM 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.
<b>Split Level</b>	A foundation with a vertical offset in the floor framing on either side of a common wall.
<b>Square Footage</b>	The total area of a building measured in square feet, calculated by adding the length times the width of each floor, but not including any garage area, basement or enclosure area, porches, or decks. This figure is a factor in determining the building replacement cost value for certain building occupancies.
<b>Standard Flood Insurance Policy (SFIP)</b>	<ul style="list-style-type: none"> <li>• <b>Dwelling Form.</b> The policy form used to insure a building, not under condominium form of ownership, designed for use as a residence for no more than four families or a single-family unit in a residential condominium building. This form is also used to insure residential contents in any building or unit.</li> <li>• <b>General Property Form.</b> The policy form used to insure a non-residential building or a five-or-more-unit residential building that is not a condominium buildings. This form is also used to insure non-residential contents in any building or unit and a building owner's residential contents located in multiple units within a building with five or more units.</li> <li>• <b>RCBAP Form.</b> The policy form used to insure a residential condominium building (or mixed-use condominium building with non-residential uses limited to less than 25 percent of the building's total floor area) containing one or more units. The policyholder must be a condominium association and the building must be located in a Regular Program community.</li> </ul>
<b>Start of Construction</b>	<p>For other than new construction or substantial improvements, this is the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date.</p> <ul style="list-style-type: none"> <li>• The actual start of construction means either the first placement of permanent construction of a building on-site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured/mobile home or travel trailer on a foundation.</li> <li>• For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural parts of a building, whether or not that alteration affects the external dimensions of the building.</li> <li>• In CBRS areas, the start of construction date may determine the building's eligibility for flood insurance. See Appendix E: Coastal Barrier Resources System for additional information.</li> </ul>
<b>Statutory Discounts</b>	Premium reductions specified by law for certain properties.

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Term	Definition
<b>Stock</b>	<p>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 listed under “Section IV. Property Not Covered” of the General Property Form, except the following:</p> <ul style="list-style-type: none"> <li>• Parts and equipment for self-propelled vehicles;</li> <li>• Furnishings and equipment for watercraft;</li> <li>• Spas and hot tubs, including their equipment; and</li> <li>• Swimming pool equipment.</li> </ul>
<b>Storage/Tool Shed</b>	A non-habitational, accessory building designed for storage at the same property location as the main building, and the use of which is incidental to the use of the main building.
<b>Subgrade Crawlspac</b>	A crawlspac foundation where the subgrade under-floor area is no more than five feet below the top of the next-higher floor and no more than two feet below the lowest adjacent grade on all sides. If the crawlspac floor is more than 2 feet below the lowest adjacent grade on all sides, then it is deemed to be a basement.
<b>Substantially Damaged Building</b>	A building that has incurred damage of any origin whereby the cost of restoring the building to its condition before damage would equal or exceed 50 percent (or a lower threshold if adopted and enforced by the community) of the market value of the building before the damage occurred.
<b>Substantially Damaged Property</b>	Either a substantially damaged building, the contents within a substantially damaged building, or both.
<b>Substantially Improved Building</b>	<p>A building that has undergone reconstruction, rehabilitation, addition, or other improvement, the cost of which equals or exceeds 50 percent (or a lower threshold if adopted and enforced by the community) of the market value of the building before the “start of construction” of the improvement. This term does not include a building that has undergone reconstruction, rehabilitation, addition, or other improvement related to:</p> <ul style="list-style-type: none"> <li>• Any project or improvement of a building to correct existing violations of a state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or</li> <li>• Any alteration of a “historic building”, provided that the alteration will not preclude the structure’s continued designation as a “historic building.”</li> </ul>
<b>Substantially Improved Property</b>	Either a substantially improved building or the contents within a substantially improved building, or both.
<b>Suspension</b>	FEMA’s removal of a participating community from the NFIP because the community has not enacted and enforced the proper floodplain management regulations required for participation.
<b>Tenant</b>	One who has the occupation or temporary possession of another’s building; specifically, one who rents or leases a building from a landlord.
<b>Total Floor Area</b>	The full extent of a building’s space that is available for either residential or non-residential uses. The percentage of total floor area use determines the appropriate building occupancy to select.
<b>Townhouse/Rowhouse</b>	A unit of a building, divided from similar units by solid, vertical, load-bearing walls, dividing the building from its lowest level to its highest ceiling and having no openings in the walls between units and with no horizontal divisions between any of the units.

## Appendix K: Definitions and Acronyms

Term	Definition
<b>Travel Trailer</b>	A recreational vehicle that is towed behind a car or truck and equipped for habitable use. Under the NFIP, a travel trailer can be considered a building only if it is without wheels, built on a chassis and affixed to a permanent foundation, and regulated under the community's floodplain management and building ordinances or laws.
<b>Two-to-Four-Family Building</b>	A residential building (or mixed-use building with non-residential uses limited to less than 25 percent of the building's total floor area) containing 2–4 units.
<b>Underground Building</b>	A building for which 50 percent or more of the Actual Cash Value (ACV), including machinery and equipment that are part of the building, is below ground.
<b>Unfinished Area</b>	An enclosed area that is used only for the parking of vehicles, building access, or storage purposes and that does not meet the definition of a finished (habitable) area. Drywall used for fire protection is permitted in unfinished areas.
<b>Variance</b>	A grant of relief by a participating community from the terms of its floodplain management regulations.
<b>Waiting Period</b>	The time a policyholder must wait before some or all of the purchased flood insurance coverage goes into effect. Only after the waiting period passes does the policyholder have a right to file a claim for the benefits of the insurance policy.
<b>Walled and Roofed Building</b>	A building that has two or more exterior rigid walls and a fully secured roof and that is affixed to a permanent site.
<b>Wave Height Adjustment</b>	A measurement that is added to the BFE for V Zones shown on the FIRM published prior to 1981. For coastal communities, the BFE shown on FIRMs published prior to 1981 are stillwater elevations, which include only the effects of tide and storm surge, and not the height of wind-generated waves, and thus require adjustment.
<b>Write Your Own (WYO) Program</b>	The program under which FEMA enters into a standard Financial Assistance/ Subsidy Arrangement with private sector property insurers, also known as WYO companies, to sell NFIP flood insurance policies under their own names and adjust and pay claims arising under the SFIP. Authorized by 42 U.S.C. 4081(a).
<b>Zone</b>	A geographical area shown on an FHB or a FIRM that reflects the severity or type of flooding in the area.

## II. Acronyms

This table shows acronyms and their full name for specific terms related to the NFIP. The list is arranged alphabetically by the acronym.

Acronym	Meaning
<b>BFE</b>	Base Flood Elevation
<b>CAP</b>	Community Assistance Program
<b>CBIA</b>	Coastal Barrier Improvement Act of 1990
<b>CBRA</b>	Coastal Barrier Resources Act
<b>CBRS</b>	Coastal Barrier Resources System

## Appendix K: Definitions and Acronyms

Acronym	Meaning
<b>CRS</b>	Community Rating System
<b>DHS</b>	U.S. Department of Homeland Security
<b>EC</b>	Elevation Certificate
<b>FEMA</b>	Federal Emergency Management Agency
<b>FFH</b>	First Floor Height
<b>FHBM</b>	Flood Hazard Boundary Map
<b>FIMA</b>	Federal Insurance & Mitigation Administration
<b>FIRA</b>	Flood Insurance Reform Act of 2004
<b>FIRM</b>	Flood Insurance Rate Map
<b>FIS</b>	Flood Insurance Study
<b>FMA</b>	Flood Mitigation Assistance, Flood Mitigation Assistance Grant Program
<b>FMIX</b>	FEMA Mapping and Insurance eXchange
<b>FPA</b>	Floodplain Administrator (community)
<b>GFIP</b>	Group Flood Insurance Policy
<b>HAG</b>	Highest Adjacent Grade
<b>HFIAA</b>	Homeowner Flood Insurance Affordability Act of 2014
<b>HMGP</b>	Hazard Mitigation Grant Program
<b>ICC</b>	Increased Cost of Compliance
<b>LAG</b>	Lowest Adjacent Grade
<b>LFE</b>	Lowest Floor Elevation
<b>LFP</b>	Leased Federal Property
<b>LOMA</b>	Letter of Map Amendment
<b>LOMC</b>	Letter of Map Change
<b>LOMR</b>	Letter of Map Revision
<b>LOMR-F</b>	Letter of Map Revision Based on Fill
<b>MSC</b>	FEMA Flood Map Service Center
<b>NFIA</b>	National Flood Insurance Act of 1968
<b>NFIP</b>	National Flood Insurance Program
<b>NFIRA</b>	National Flood Insurance Reform Act of 1994
<b>NM</b>	Newly Mapped
<b>NSF</b>	Non-sufficient Funds
<b>OPA</b>	Otherwise Protected Area
<b>PDM</b>	Pre-Disaster Mitigation Grant Program
<b>PMR</b>	Physical Map Revision
<b>POL</b>	Proof of Loss
<b>RCBAP</b>	Residential Condominium Building Association Policy
<b>RCV</b>	Replacement Cost Value
<b>RL</b>	Repetitive Loss
<b>SDF</b>	Special Direct Facility
<b>SFHA</b>	Special Flood Hazard Area
<b>SFHDF</b>	Standard Flood Hazard Determination Form

## Appendix K: Definitions and Acronyms

Acronym	Meaning
<b>SFIP</b>	Standard Flood Insurance Policy
<b>SRL</b>	Severe Repetitive Loss
<b>USFWS</b>	U.S. Fish & Wildlife Service
<b>WYO</b>	Write Your Own