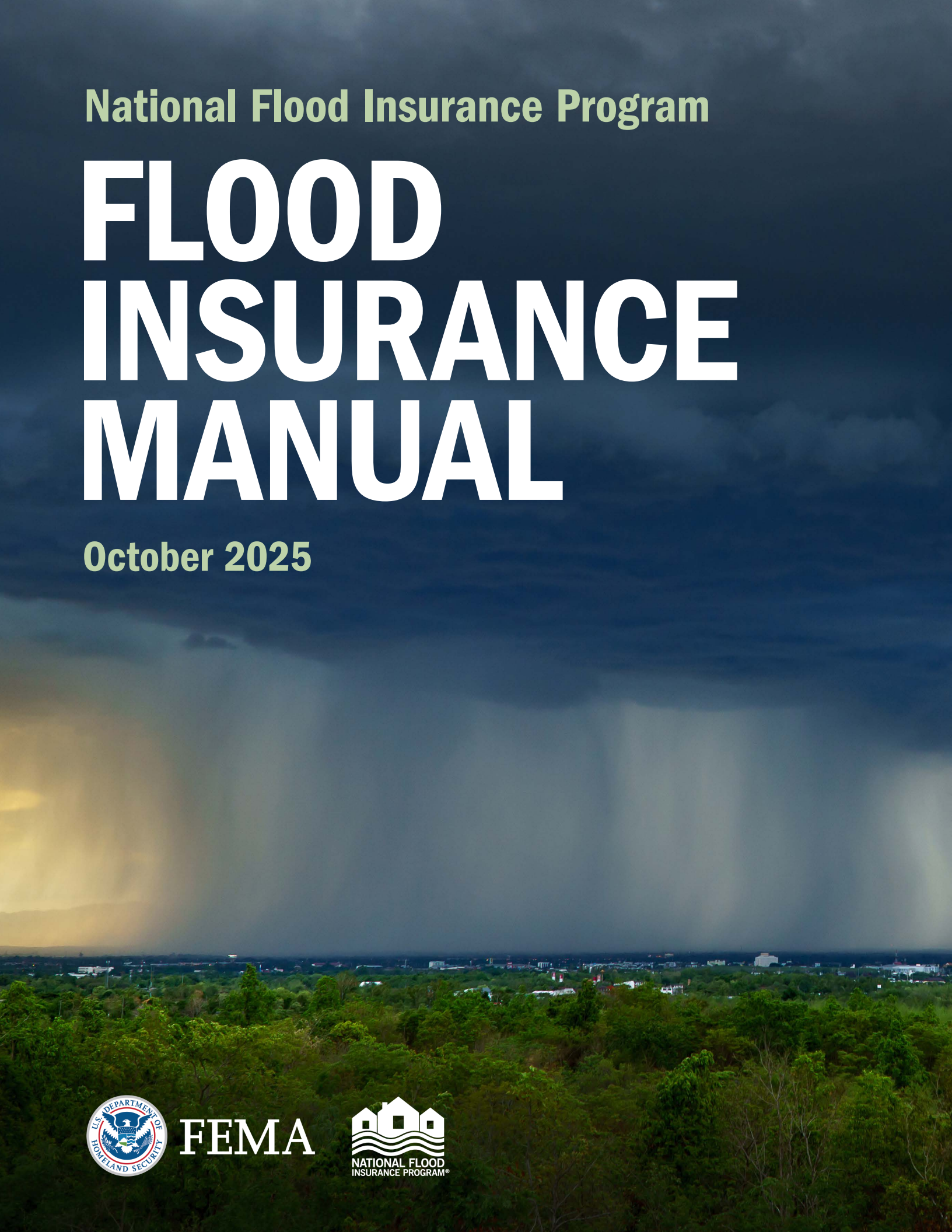
National Flood Insurance Program

FLOOD INSURANCE MANUAL

October 2025



FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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Message to National Flood Insurance Program Agents and Insurers



The National Flood Insurance Program (NFIP) is committed to enhancing the customer experience. However, we cannot do it alone. In partnership with the Write Your Own (WYO) insurance companies, NFIP Direct, insurance company vendors, and agents,we continue to improve our policyholders' experience.

Our commitment to improving the customer experience includes making our NFIP products and processes less complex and more understandable for all agents, insurers, and policyholders.

That is why we regularly update our claims and underwriting manuals in plain language so insurance professionals can provide policyholders with consistent and reliable service. We recognize the task of protecting Americans against the devastating impacts of flooding is challenging. Flooding remains the country's number one natural hazard. Despite the ever-growing threat, flooding remains an under-appreciated risk. We are doing all we can to provide the tools and resources to help educate our stakeholders about the serious effects of flooding.

As agents, you are critical in helping the NFIP close the flood insurance gap. Agents and insurance professionals are at the forefront of helping policyholders understand the importance of making sure they have the right coverage and renewing their policy on time. In order to be successful in closing the flood insurance gap, it takes the entire insurance community. FEMA depends on your continued expertise and commitment to help our policyholders protect the lives they've built, recover more quickly from flooding events, and reduce disaster suffering.

I recognize the hard work that you do every day and appreciate that you continue to treat our policyholders with integrity and respect. We cannot deliver this important program without you.

Together, we can close the flood insurance gap and reduce disaster suffering one policy at a time.

Sincerely,

Elizabeth Asche, Ph.D.

Assistant Administrator, Federal Insurance

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Change Record

October 1, 2025 *NFIP Flood Insurance Manual*

This change record presents a summary of significant changes to FIM sections and appendices.

Section	Changes
Section 1: Introduction	• **Purpose and Audience:** Added a statement that premiums paid on a Standard Flood Insurance Policy are the funds of the U.S. Treasury. See page 1.1. • **General Assistance and Inquiries:** Removed all references to "Ask the Expert." See page 1.6. • **Table 3. NFIP Topics and Contact Information:** Updated contact information. See page 1.7.
Section 2: Before You Start	• **Table 4. Buildings the NFIP Insures:** Added guidance to Building Type "Manufactured/Mobile Home or Manufactured Building or Travel Trailer Without Wheels" – A manufactured home or mobile home is not a "modular" building. Modular building construction is regulated by the same local and state rules that apply to site-built buildings. See page 2.10.
Section 3: How to Write	• Deleted the structural variable "Number of Detached Structures on Property." This is not required for rating the policy. Deleted from pages 3.2, 3.41, 3.59, 3.63, 3.67, 3.69, and 3.72. • **CRS Class and Discount:** Clarified that any midterm CRS change resulting in a CRS discount adjustment at policy renewal is not subject to the statutory annual increased cap. See page 3.8. • **Residential Manufactured/Mobile Buildings and Non-Residential Manufactured/Mobile Building:** Added guidance to indicate a manufactured building or mobile building is not a "modular" building. Modular building construction is regulated by the same local and state rules that apply to site-built buildings. See pages 3.9 and 3.11. • **Foundation Type:** Added guidance to indicate the foundation type must be entered on the application form. See page 3.14. • **Non-Elevated Building – Note:** Updated the note to include "Coverage limitations may apply." See page 3.15. • **Table 8. Building Indicators:** Added guidance for a stem wall foundation. See page 3.16. • **Table 8. Building Indicators – Note:** Inserted a note on how to determine the foundation type of the building. See page 3.16. • **Elevated Building:** Added guidance for elevated buildings with Posts, Piles, or Piers. See page 3.17. • **Elevated Building – Note:** Inserted a note for elevated buildings that coverage limitations may apply. See page 3.17. • **Table 12. Building Indicators:** Added a new building indicator for multi-floor buildings. See page 3.20. • **Table 14. Foundation Types that are EC Diagram Number 1A, 1B, 3, 2A, 2B, 4, 5, 6, and 7:** Incorporated guidance indicating when supporting documentation is needed. See pages 3.22 and 3.23.

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Section	Changes
Section 3: How to Write *continued*	• **Elevation Certificate/Land Survey:** Added guidance to truncate the elevations used from the Elevation Certificate. See page 3.24. • **Machinery and Equipment Above First Floor:** Incorporated guidance to have M&E servicing the building, inside or outside the building, elevated to at least within a foot of the elevation of the floor above the building's first floor. Alternately, the M&E may be elevated to the BFE. An EC or other documentation that demonstrates the M&E is at or above the BFE is required. If the building is under construction, the M&E must be permanently installed in its proper location to receive the discount. See page 3.28. • **Machinery and Equipment Above First Floor:** Added solar battery elements to the list of M&E that must be elevated to receive the discount. See page 3.28. • Added Application Form guidance if the building has no M&E. See page 3.29. • **Table 17. Slab on Grade (Non-Elevated) – Note:** Incorporated new documentation guidance if the Foundation Type is Slab on Grade and the building has one floor "Documentation, such as a photograph, must be in the policy file to support the M&E discount." See page 3.29. • **Table 17.:** Updated guidance throughout the table and added Note according to the new guidance provided on page 3.28. See pages 3.29 and 3.30. • **Table 18. Non-Residential:** Added guidance for Non-Residential Floodproofing Discount – If FEMA determines the building is eligible for the discount, it will provide an approved FEMA Adjusted Floor Height for the insurer to report. The insurer would have to endorse the policy to reflect the floodproofing indicator, the FEMA Adjusted Floor Height, and any applicable premium changes. See page 3.33. • **Square Footage:** Incorporated new guidance "For all Building Occupancies, 99999 is not a valid value. For Single-Family Homes with square footage greater than 15,000 square feet, the insurer must have documentation in the policy files that supports the building's square footage. See page 3.34. • **Building Replacement Cost Value (BRCV):** Updated guidance to require the insurer to obtain the BRCV for certain policies prior to sending the Renewal Notice. See page 3.35. • **Number of Floors in Building:** Incorporated new guidance "For the following Building Occupancies, the insurer must have documentation in the policy file that supports the number of floors if greater than listed below. – Single-Family Home and Two-to-Four Family Building, more than 5 floors. – Residential Manufactured/Mobile Home and Non-Residential Manufactured/Mobile Building, more than 3 floors. – Other Residential Building, Residential Condo Association, Residential Unit. – Non-Residential Building and Non-Residential Unit, more than 100 floors. Note: 99999 is not a valid value for number of floors." See page 3.43.

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Section	Changes
Section 3: How to Write *continued*	• **Newly Mapped Discount, Application Form:** Removed the third question that was on the application, "Is the policy eligible for Newly Mapped Discount?" This question is removed from the Application Form; the insurer is responsible for verifying eligibility. See page 3.53. • **New Policy After a Real Estate Transaction:** Updated the documentation guidance to instruct the insurer to maintain legal documentation. See page 3.54. • **Premium Considerations:** Added an explanation of a "bound' premium. See page 3.57. • **Table 39. Assessment Coverage:** Corrected the Table number for Assessment Coverage. See page 3.65.
Section 4: How to Endorse	• **General Change Endorsement Form:** Added guidance to explain that, when canceling and rewriting a policy, the annual premium, premium rate, and discount amounts are subject to change. See page 4.1. • **Prior Term Refunds (PTRs):** Revised guidance for return premium. See page 4.3. • **Table 7. Examples of Other Premium Bearing Endorsements:** Updated Endorsement Scenario type, from "Increasing Coverage" to "Adding or Increasing Coverage". See page 4.14.
Section 5: How to Renew	• **Table 1. General Renewal Information:** Added Annual Premium Amount. See page 5.1.
Section 6: How to Cancel	• **B. Establish a Common Expiration Date. Reason Code 03. Conditions:** Updated guidance to include that the new policy must be written within the current term. See page 6.4. • **C. Duplicate Coverage. Reason Code 26. Duplicate Policy from Source Other than NFIP:** Updated the request submission time frame from 30 to 90 days and added that the effective date of the non-NFIP flood policy must be within 30 days of the effective date of the NFIP policy. See page 6.7. • **G. Other Reason Codes. Reason Code 22. Cancel and Rewrite due to Administrative Error:** Removed rating correction as a reason to cancel and rewrite a policy. See page 6.13. • **Premium Refunds:** Revised guidance for Premium Refunds. See page 6.14.
Appendix B: Forms	• **NFIP Flood Insurance Application Form changes:** See pages B.1, B.2 and B.3. – Added: > Payment Plan under Renewal Bill > Name and Address of the First Mortgagee – Added the phone number and email address. – Deleted: > Is the Property Location the Same as the Policyholder Mailing Address? > Datum: WG64 NAD83

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Section	Changes
Appendix B: Forms *continued*	> Building Occupancy List > Building Description List > Foundation Type List > Construction Type List > Number of Detached Structures on Property > If using Section C and If using section E. > DISCOUNTS: Deleted the third Newly Mapped question only • **Flood Insurance Application Form Privacy Act Notice, Consequences of Failure to Provide Information and the Paperwork Reduction Act Notice.** Updated. See page B.3. • **Flood Insurance General Change Endorsement Form.** Updated. See page B.5. • **NFIP Flood Insurance Cancellation/Nullification Request Form.** Updated. See page B.7.
Appendix C: Quick Start Guide	• Updated the guidance to state that the M&E must be elevated to at least within a foot of the elevation of the floor above the building's first floor. Alternately, the M&E may be elevated to the BFE. An EC or other documentation that demonstrates the M&E is at or above the BFE is required. If the building is under construction, the M&E must be permanently installed in its proper location to receive the discount. See page C.5. • Added solar battery elements to the list of M&E that must be elevated to receive the discount if the policyholder purchased building-only coverage. See page C.5. • Square Footage: For all Building Occupancies, 99999 is not a valid value. For Single-Family Homes with square footage greater than 15,000 square feet, the insurer must confirm this value in the underwriting file. See page C.6. • Expanded the guidance for Number of Floors in Building to state that 99999 is not a valid value and, for the following Building Occupancies, the insurer must document in the underwriting file if the building has more floors than listed below: – Single-Family Home and Two-to-Four Family Building, more than 5 floors – Residential Manufactured/Mobile Home, Non-Residential Manufactured/Mobile Building, more than 3 floors – Other Residential Buildings, Residential Condo Association, Residential Unit, Non-Residential Building and Non-Residential Unit, more than 100 floors. See page C.6.
Appendix E: Coastal Barrier Resources System	• Updated eligibility guidance based on the BEACH Act. See page E.3.

October 1, 2025 *NFIP Flood Insurance Manual* Change Record

Section	Changes
Appendix H: Claims	• Added guidance for the assignment of ICC claims. See page H.4.
Appendix I: Policyholder Communications	• Updated the Notice to request that the insurer obtains the updated BRCV prior to sending the Renewal Notice. See page I.1. • **Table 2 Declarations Page Requirements:** – **ID 15:** Updated Coverage Limitations to always shown and clarified that the purpose is to inform the policyholder to refer to the Policy Form regarding coverage limitations. See page I.15. – **ID 16:** Added a new Coinsurance Penalty message to be applied to all RCBAP policies to notify the policyholder that a Coinsurance penalty may apply. See pages I.10 and I.15. – **ID 21:** Provided the guidance and language for Community Rating System Discount (CRS) if the policy is not eligible or is not receiving the full CRS discount. See page I.16. – **ID 41:** Incorporated additional information for the insurer. See page I.20. – **ID 45:** Added guidance to display for any value listed that Prior Claims are counted from April 1, 2023, and after. See page I.21. – **ID 49:** Revised to provide guidance to the policyholder to keep their policy information up to date and accurate, and to provide contact information for changes. See pages I.5, I.7, I.9, I.11, and I.22. • **Building Replacement Cost Value Update Notices:** – Updated the BRCV Overview to instruct the insurer to obtain the replacement cost value prior to sending the Renewal Notice. See page I.23. – Updated the Sample BRCV Notifications for Other Residential Building, Non-Residential Building, Non-Residential, and the Residential Condominium Building Association Policy (RCBAP) Notification to include the request for the BRCV prior to the upcoming renewal. See pages I.24 and I.25.
Appendix J: Sample Scenarios	• Removed all references to Number of Detached Structures on Property. See pages J.2-J.8.
Appendix K: Documentation Requirements Guide	• Reformatted table and added M&E discount documentation requirement.
Appendix L: Definitions and Acronyms	• **Building:** Updated the definition to clarify that a manufactured building or mobile building is not a “modular” building. See page L.1. • **Non-Residential Manufactured/Mobile Building and Residential Manufactured/Mobile Home:** Updated the definition to clarify that a manufactured home or mobile home/building is not a “modular” building. See pages L.7 and L.9.

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1. Introduction

I. Purpose and Audience

The National Flood Insurance Program (NFIP) *Flood Insurance Manual* provides NFIP underwriting policies and processes to enable effective and consistent program implementation. The primary audience of the manual is NFIP agents and insurers. It covers every aspect of selling and servicing NFIP flood insurance policies. All premiums, fees, surcharges and assessments paid for a Standard Flood Insurance Policy become U.S. Treasury funds as soon as they are paid.[1]

II. NFIP Program and Operational Model

A. Program Overview

Flooding has long been the nation's most costly natural disaster. In the face of mounting flood losses and escalating disaster relief costs to the general taxpayers, Congress enacted the National Flood Insurance Act of 1968.

The NFIP is a federal program enabling property owners in participating communities to purchase insurance protection against losses from flooding. The Federal Emergency Management Agency (FEMA), which administers the NFIP, makes federal flood insurance available to residents in local communities that adopt and enforce floodplain management ordinances intended to reduce future flood damage. FEMA also provides certain properties with discounted premiums to encourage community and property owner participation.

B. NFIP Operational Model

Policyholders purchase NFIP flood insurance through licensed insurance agents who write with participating private insurance companies or directly with the NFIP through its servicing agent.

Under the Write Your Own (WYO) Program, private insurance companies (known as WYO companies) enter into an agreement with FEMA to sell NFIP policies next to their own insurance lines and adjust and pay claims arising under the NFIP policies. WYO companies are responsible for all aspects of servicing the policies they sell, including issuing, endorsing, underwriting, renewing, and canceling policies. WYO companies may withhold from written premiums administrative and operating expenses for selling and servicing NFIP policies. WYO companies must align their flood business with their normal business practices for their other insurance lines, subject to applicable legal and administrative requirements.

In addition to the WYO Program, FEMA directly sells and services NFIP policies through a contracted direct servicing agent, known as the NFIP Direct. Any prospective policyholder may seek coverage through NFIP Direct. NFIP Direct is also the sole entity servicing Group Flood Insurance Policies (GFIPs) and selling and servicing NFIP policies insuring buildings that have experienced severe repetitive losses.

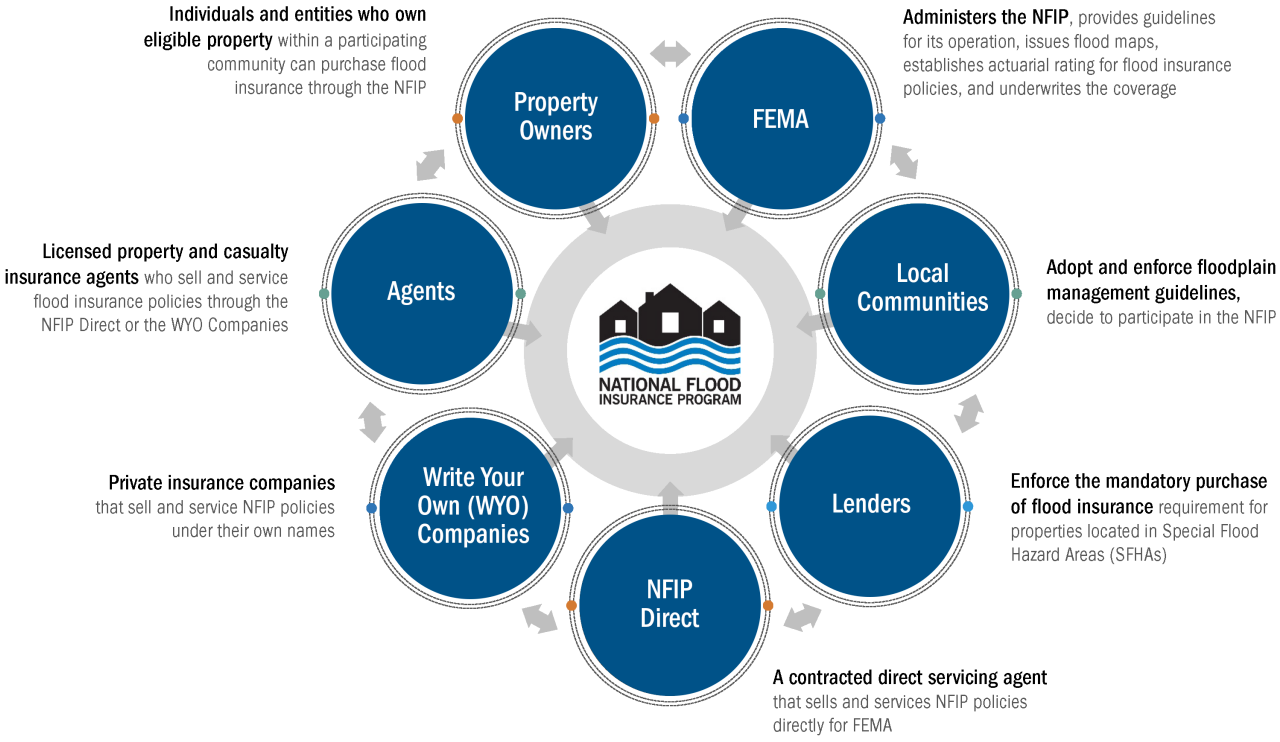
Whether written with a WYO company or the NFIP Direct, all NFIP policies (with the exception of GFIPs) are subject to the same policies, rating methodology, and processes stated in the *NFIP Flood Insurance Manual*.

More broadly, the NFIP involves effective partnership between the Federal Government; the property and casualty insurance industry; state, local, tribal, and territorial governments; lending institutions; and property owners. **Figure 1** below shows how each partner helps to implement the program.

Note: As used in the *NFIP Flood Insurance Manual*, the term FEMA typically includes the agency and its contractors.

1. See 42.U.S.C 4017

Figure 1. NFIP Partners



C. Legislative Reforms

In the more than 50 years since passage of the National Flood Insurance Act of 1968, Congress has enacted legislation seeking to improve the NFIP, as summarized in **Table 1**. Of special note is the Flood Disaster Protection Act of 1973, which mandated the purchase of flood insurance for certain properties in high flood-risk areas of NFIP-participating communities. This mandatory purchase requirement expanded the overall number of insured properties, including those that qualified for discounted premiums.

Table 1. Major NFIP Reform Legislation

ACT	PROVISIONS
Flood Disaster Protection Act of 1973 (FDPA)	Established the flood insurance mandatory purchase requirement: • Prohibited federally backed lenders from making loans secured by buildings located in a Special Flood Hazard Area (SFHA), unless the building is covered by flood insurance. • Prohibited federal assistance for the acquisition or construction of structures located in an SFHA, unless the community is participating in the NFIP (unless the assistance is related to disaster assistance provided during a non-flood event). • Prohibited federal assistance for the acquisition or construction of a structure located in an SFHA unless the structure is covered by flood insurance.

Table 1. Major NFIP Reform Legislation *continued*

ACT	PROVISIONS
National Flood Insurance Reform Act of 1994[2]	• Expanded and strengthened the FDPA's mandatory purchase requirement. • Required FEMA to offer insurance covering the cost of complying with state and local floodplain management ordinances, referred to as Increased Cost of Compliance (ICC) coverage. • Established a grant program to fund activities designed to reduce the risk of flood damage to structures covered by an NFIP policy (referred to as the Flood Mitigation Assistance (FMA)) Program. • Required a mandatory 30-day waiting period before a new NFIP policy becomes effective.
Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004[3]	• Required FEMA to create a process to enable policyholders to appeal claims decisions. • Required FEMA to provide enhanced disclosure to policyholders explaining policy coverages and other terms.
Biggert-Waters Flood Insurance Reform Act of 2012 (BW-12)[4]	• Required FEMA to phase out premium discounts on an accelerated time frame. • Required establishment of a National Flood Insurance Reserve Fund to be available to pay claims, repay debt owed to the U.S. Treasury, and meet the future obligations of the NFIP. • Increased and adjusted the annual premium increase caps.
Homeowner Flood Insurance Affordability Act of 2014 (HFIAA)[5]	• Repealed and limited many premium increases required by BW-12. • Imposed a surcharge based on occupancy and primary residence status (referred to as the HFIAA surcharge). • With limited exceptions, reduced the cap on annual increases for flood insurance premiums to 18 percent. • Authorized FEMA to secure reinsurance for the NFIP from the traditional reinsurance and capital markets.

III. Organization of the Document

The *NFIP Flood Insurance Manual* is divided into six main sections and several appendices, as shown in **Table 2**. Table 2 provides the overall organization of the *NFIP Flood Insurance Manual* and briefly describes the content in each section.

2. National Flood Insurance Reform Act of 1994, Pub. L. No. 103-325, Title V, 108 Stat. 2255; 42 U.S.C. 4001 et seq.
3. Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Pub. L. No. 108-264, 118 Stat. 712; 42 U.S.C. 4001 et seq.
4. Biggert-Waters Flood Insurance Reform Act of 2012, Pub. L. No. 112-141, Div. F, Title II, Subtitle A, 126 Stat. 916; 42 U.S.C. 4001 et seq.
5. Homeowner Flood Insurance Affordability Act of 2014, Pub. L. No. 113-89, 128 Stat. 1020; 42 U.S.C. 4001 et seq.

Table 2. Organization of the *NFIP Flood Insurance Manual*

TITLE	DESCRIPTION	HIGH-LEVEL CONTENT
Section 1: Introduction	Overview of the NFIP, its operational model, and resources for agents, insurers, and other stakeholders	I. Purpose and Audience II. NFIP Program and Operational Model III. Document Organization IV. NFIP Resources
Section 2: Before You Start	Information needed before writing a NFIP flood insurance policy	I. Policy Forms II. Eligibility for NFIP Coverage III. Effective Dates for New Policies and Endorsements IV. Administrative Topics V. Assignment and Transfer of Business VI. Reformation Due to Insufficient Premium or Rating Information
Section 3: How to Write	Description of the information needed to rate a policy and applicable rating rules	I. Introduction II. General Rating Information III. Condominium Rating Information IV. Provisional Rating Information
Section 4: How to Endorse	Guidance on changing or correcting information on an existing NFIP flood insurance policy	I. Endorsement Process II. Coverage and Deductible Changes III. Other Premium-Bearing Changes IV. Assignment of a Policy
Section 5: How to Renew	Guidance and information on how to renew an existing NFIP flood insurance policy	I. General Information II. Renewal Process III. Additional Information
Section 6: How to Cancel	Guidance on valid cancellation/nullification reason codes and associated effective date and refund rules	I. General Information II. Valid Cancellation Reason Codes III. Processing a Cancellation or Nullification Request
Appendix A: Standard Flood Insurance Policy	The three Standard Flood Insurance Policy (SFIP) forms stating definitions, coverages, limitations, and exclusions for NFIP flood insurance policies, including terms and conditions unique to the NFIP	I. Dwelling Form II. General Property Form III. Residential Condominium Building Association Policy Form
Appendix B: Forms	Forms that collect the information needed to rate a NFIP flood insurance policy and process certain policy transactions	I. NFIP Flood Insurance Application Form II. NFIP Flood Insurance General Change Endorsement Form III. NFIP Flood Insurance Cancellation/Nullification Request IV. NFIP Residential Basement Floodproofing Certificate V. NFIP Floodproofing Certificate for Non-Residential Structures VI. NFIP Elevation Certificate and Instructions

Table 2. Organization of the *NFIP Flood Insurance Manual* *continued*

TITLE	DESCRIPTION	HIGH-LEVEL CONTENT
Appendix C: Quick Start Guide to Writing a Policy	A step-by-step reference guide on how to write a new NFIP flood insurance policy using the NFIP Flood Insurance Application Form	I. Agency Number/Agent Number II. Property Address III. Building Occupancy, Policy Form, and Coverage Amounts IV. Building Description V. Foundation Type VI. Proper Flood Openings VII. First Floor Height Determination VIII. Building Characteristics
Appendix D: Flood Maps	General information about NFIP flood maps and flood zones	I. Flood Map Service Center II. Flood Hazard Maps III. Map Zones IV. Locating a Property on a Map V. Changing or Correcting a Flood Map by a Letter of Map Change (LOMC)
Appendix E: Coastal Barrier Resources System	Guidance on eligibility for NFIP coverage under the Coastal Barrier Resources System	I. General Information II. Determining Eligibility
Appendix F: Severe Repetitive Loss Properties	Information on procedures unique to servicing policies for Severe Repetitive Loss (SRL) properties	I. General Information II. New Business III. Notification Requirements IV. Underwriting Requirements V. Process for Correcting or Updating a Property's SRL Status VI. Flood Mitigation Assistance (FMA) Program VII. Pivot Identification and Notification Process
Appendix G: Leased Federal Properties	Information on procedures unique to writing and servicing policies for leased federal properties	I. General Information II. Requirements III. Correcting an LFP Designation
Appendix H: Claims	General information on claims processing	I. Information for Policyholders after a Flood II. Claim Process III. Disputed Claims IV. Appealing a Claim V. Litigation VI. Increased Cost of Compliance (ICC) Claims
Appendix I: Policyholder Communications	Sample documents referenced in various *Flood Insurance Manual* sections and appendices, intended to guide how NFIP insurers communicate with policyholders around specific topics or types of transactions	I. Underwriting-Related Policyholder Communications II. Declarations Page III. Replacement Cost Value Update Notices IV. Severe Repetitive Loss Property Notices V. FIRA Notice VI. Leased Federal Property Notice VII. Provisional Rating Notice VIII. Renewal Notice, Renewal Notice (This Is Not A Bill), and Final Notice IX. Cancellation Verification Letter

Table 2. Organization of the *NFIP Flood Insurance Manual* *continued*

TITLE	DESCRIPTION	HIGH-LEVEL CONTENT
Appendix J: Sample Scenarios	Provides application scenarios for NFIP insurance	I. Sample Scenarios
Appendix K: Documentation Requirements	Provides underwriting documentation requirements in a single place for easy reference	
Appendix L: Definitions and Acronyms	Definitions of specific NFIP terms and frequently used acronyms	I. Definitions II. Acronyms

IV. NFIP Resources

A. Policy-Specific Inquiries

Questions and requests for technical assistance regarding specific flood insurance policies and NFIP rules should generally follow the flow shown in **Figure 2** below.

Figure 2. How to Seek NFIP Technical Assistance



Policyholders who have questions about their policy should first contact their flood insurance agent. If the agent is unable to answer the question, they may direct it to the NFIP insurer (either a WYO company or the NFIP Direct) that issued the policy. The insurer may elevate complex questions to FEMA as needed.

B. General Assistance and Inquiries

For general assistance and inquiries (or for policy-specific issues after speaking with the agent or insurer), contact the FEMA Mapping and Insurance eXchange (FMIX). The **FMIX** can answer general inquiries about mapping and flood insurance; call 1-877-336-2627 (1-877-FEMA-MAP) or visit https://www.floodmaps.fema.gov/fhm/fmx_main.html to access the chat and email functions.

If you need additional assistance regarding a flood insurance policy after contacting FMIX and using the resources listed in Table 3 below, contact FEMA's **Office of the Flood Insurance Advocate (OFIA)**. The OFIA advocates for the fair treatment of policyholders and property owners by providing education and guidance on all aspects of the NFIP, identifying trends affecting the public, and making recommendations for program improvements to FEMA leadership. Contact the OFIA by visiting https://www.fema.gov/flood-insurance-advocate and clicking on the "Ask the Advocate" button.

C. NFIP Topics and Contact Information

Table 3 provides links and contact information for various topics of interest to NFIP stakeholders.

Table 3. NFIP Topics and Contact Information

Topic	Mail and Website Address	Telephone
Agent Marketing, Selling, Servicing Information	https://agents.floodsmart.gov	N/A
Claims & Underwriting Forms	https://www.fema.gov/flood-insurance/find-form	N/A
Coastal Barrier Resources System (CBRS)	https://www.fws.gov/glossary/john-h-chafee-coastal-barrier-resources-system	N/A
Community Status Book	https://www.fema.gov/flood-insurance/work-with-nfip/community-status-book	N/A
FEMA Guidance	https://www.fema.gov/about/reports-and-data/guidance	N/A
Flood Maps and Related Products	FEMA Flood Map Service Center https://msc.fema.gov/portal/home	N/A
Flood Zone Determination Companies	https://agents.floodsmart.gov/flood-maps-and-data/flood-zone-determination-companies	N/A
General Information for Agents & Consumers	https://www.floodsmart.gov	N/A
General Mapping and Flood Insurance Inquiries	FEMA Mapping and Insurance eXchange (FMIX) https://www.floodmaps.fema.gov/fhm/fmx_main.html FEMA-FMIX@fema.dhs.gov	Phone: 1-877-336-2627 (1-877-FEMA-MAP)
NFIP Regional Support Offices	https://agents.floodsmart.gov/topics/writing-policies/support	See link
Outreach Publications and Resources	https://www.fema.gov/flood-insurance/outreach-resources	N/A
NFIP Publications Order Form	https://agents.floodsmart.gov/resource-library/en/nfip-publications-order-form	Phone: 1-800-480-2520
Training	https://agents.floodsmart.gov/training	N/A
WYO Companies	https://agents.floodsmart.gov/topics/writing-policies/wyo-insurance-companies	N/A

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2. Before You Start

This section provides important information that agents and insurers must be familiar with before writing an NFIP flood insurance policy. The section covers eligibility rules, when coverage becomes effective, and other information relevant to delivery and maintenance of policies. Application of this knowledge will reduce or eliminate issues that may arise at various stages of the policy lifecycle.

I. Policy Forms

A. General Information

NFIP insurers may only use the Standard Flood Insurance Policy (SFIP) established by FEMA in federal regulation to sell and service 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. The SFIP outlines flood insurance coverage for a one-year policy term under three different forms: the Dwelling Form, the General Property Form, and the Residential Condominium Building Association Policy (RCBAP) Form (see Appendix A: Policy).

FEMA updated the Standard Flood Insurance Policy 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*.

Note: There are regulatory changes in the 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.

Table 1 shows when to use the three SFIP forms to insure a variety of residential and non-residential building and contents risks. See the Building Occupancy heading in Section 3: How to Write for definitions of the building occupancies referenced here. See the Maximum Coverage Limits heading in Section 3: How to Write for information on the building and contents coverage available for different building occupancies under these SFIP forms.

Table 1. Standard Flood Insurance Policy Forms

SFIP FORM	ELIGIBLE POLICYHOLDERS	ELIGIBLE BUILDING OCCUPANCIES
Dwelling Form	Available to the following types of policyholders: • Homeowner • Unit owner • Building owner • Residential renter **Note:** In some cases a condominium association may purchase a Dwelling Form policy for a Residential Unit on behalf of the unit owner, who is the policyholder.	In a Regular Program or Emergency Program community provides building and/or contents coverage for: • Single-Family Home • Residential Manufactured/Mobile Home • Residential Unit • Two-to-Four Family Building **Note:** The Dwelling Form also covers residential contents in a non-residential building insured under a separate policy from the building.

Table 1. Standard Flood Insurance Policy Forms *continued*

SFIP FORM	ELIGIBLE POLICYHOLDERS	ELIGIBLE BUILDING OCCUPANCIES
General Property Form	Available to the following types of policyholders: • Building owner • Unit owner • Building or unit lessee	In a Regular Program or Emergency Program community: • Other Residential Building • Non-Residential Building • Non-Residential Manufactured/Mobile Building • Non-Residential Unit **Note:** The General Property Form also covers non-residential contents in a residential building insured under a separate policy from the building.
RCBAP	Issued to a residential condominium association on behalf of the association and unit owners	In a Regular Program community only: • Residential Condominium Building See the Condominium Rating Information heading in Section 3: How to Write for more information on RCBAP eligibility and what policy form to use if ineligible.

B. Insurable Interest

To be eligible for an NFIP policy, the individual or entity (a property owner, tenant, or mortgagee) must have an insurable interest in the subject property. An insurable interest is an interest in property to the extent that the owner of the interest derives a benefit from the preservation of the property and will suffer a loss from its destruction. Principal examples are:

- **Mortgagee Interest** – A mortgagee has an insurable interest in the mortgaged property, and therefore, can obtain an NFIP insurance policy.
- **Shareholder Interest** – A shareholder with an insurable interest in a non-residential property may obtain NFIP insurance to protect its financial interest in the property from loss.
- **Limited Liability Corporation** – An individual listed as an owner of an LLC that owns a residential building, and who resides there, may obtain NFIP insurance to protect their financial interest in the property from loss.
- **Interest in Estate** – An individual or entity with a financial interest in an estate holding insurable property may obtain NFIP insurance to protect that interest from loss.
- **Rent-to-Own Agreement** – If a tenant has sufficient interest in the property under a rent-to-own agreement, then the landlord and owner and the tenant both have an insurable interest. Each of them may be named insureds[1] under the flood insurance policy.
- **Lease Requirement to Purchase Building Coverage** – If a lease agreement requires a tenant to purchase building coverage, the building owner must be named on the policy but the tenant may also be named on the policy (although they do not have an insurable interest themselves). Coverage for contents owned by the tenant must be

1. "Policyholder" refers specifically to the individual or business named in the policy itself, 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 *Flood Insurance Manual* uses each term when appropriate to the specific context.

written on a separate policy in the name of the tenant only. Tenants may not purchase building coverage if the owner or another party has purchased NFIP coverage on the same building, except as noted under the Duplicate Policies heading below.

Note: NFIP rules disallowing duplicate coverage apply. See the Duplicate Policies heading in this section.

Contents Coverage for Tenants

Under the Dwelling Form and General Property Form, tenants may purchase contents coverage, which includes coverage for building improvements and betterments. The maximum amount payable for improvements and betterments in the building occupied by the policyholder is 10 percent of the contents coverage amount shown on the declarations page. Improvements and betterments include fixtures, alterations, installations, and additions that become part of the tenant-occupied building, if acquired or made solely at the tenant's expense. Use of this option does not provide an additional amount of insurance over the amount of contents coverage shown on the declarations page. Coverage for contents solely owned by the tenant must be on a separate policy in the name of the tenant only. Refer to the SFIP Article III.B.6.

Complex questions of insurable interest can arise involving mixed-use buildings with multiple forms of ownership. The NFIP can cover such a building under either a single policy or multiple policies, depending in part on whether a single SFIP form or multiple forms apply.

When writing a single policy, the insurer must list all building owners as named insureds on the policy. When writing multiple policies for buildings at the same location, the insurer is responsible for maintaining detailed information describing the ownership and insurable interest that pertains to each policy. This prevents issues of duplicate coverage or claim payments above the statutory limits.

C. Duplicate Policies

Only one policy may be effective for the same named or different named policyholder for the same building with building coverage. If an insurer determines that the policyholder(s) has a duplicate policy, the insurer must provide written notice to the policyholder(s) of duplicate coverage. The notice must advise the policyholder(s) of the following:

- In general, the policy with the earlier effective date will continue (see specific exceptions under the Duplicate Coverage heading in Section 6: How to Cancel).[2] The insured may increase coverage up to the coverage limits of the policy with a later effective date. The endorsement effective date for increased coverage is the effective date of the later policy.
- If both policies have the same effective date, the policyholder may choose which policy will remain in effect.

There are two exceptions allowing duplicate building policies on a single building.

- **Residential Condominium Building.** The insurer may issue a Dwelling Form policy with building coverage to a residential condominium unit owner in a residential building. If the building is covered by an RCBAP, the combined building coverage between the Dwelling Form policy and the RCBAP cannot exceed $250,000 for the unit. Policyholders may not claim damaged items under more than one policy. The NFIP will only pay for damaged items under one policy.

2. 44 CFR § 62.5(e)

- **Mixed Use Buildings with Multiple Forms of Ownership.** When writing multiple policies for buildings at the same location, the insurer should maintain detailed information describing the ownership and insurable interest that pertains to each policy. This prevents issues of duplicate coverage or claim payments above the statutory limits.

If duplicate coverage occurs, see Section 4: How to Endorse and Section 6: How to Cancel for additional information.

D. Group Flood Insurance Policy

A Group Flood Insurance Policy (GFIP) is a policy covering all individuals named by a State as recipients under Section 408 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act[3] of an Individuals and Households Program award for flood damage as a result of a major disaster declaration by the President. The amount of coverage is equivalent to the maximum grant amount established under Section 408. The term of the GFIP is for 36 months and begins 60 days after the date of the presidential disaster declaration. Coverage for individual grantees begins on the thirtieth day after the NFIP receives the required data for individual grantees and their premium payments. A GFIP recipient has a legal requirement to obtain and maintain flood insurance after receiving disaster assistance even when the GFIP expires.

The GFIP is comparable to the Dwelling Policy Form. Coverage is broken down as building or contents at the time of a flood loss, and is dependent on flood damage and ownership (owner or tenant). A $200 deductible applies separately to building coverage and contents coverage. The GFIP does not provide Increased Cost of Compliance (ICC) coverage.

The *Flood Insurance Manual* does not provide guidance on writing and servicing GFIPs. As described above, FEMA provides GFIPs through grants under the post-disaster Individuals and Households Program; only NFIP Direct issues the GFIP Certificates of Flood Insurance to individual recipients and services the policies.

A certificate holder may cancel a GFIP at any time and secure a regular SFIP through the NFIP. The amount of coverage purchased must be at least the same amount of assistance that was awarded. If the certificate holder purchases an SFIP within 30 days after the GFIP's expiration date then no waiting period applies, (consistent with the NFIP's grace period for renewals). The GFIP and the SFIP cannot be stacked or combined. Even though the GFIP becomes void after a purchase of an SFIP; the GFIP recipient should notify NFIP Direct at 800-638-6620 once they purchase an SFIP.

II. Eligibility for NFIP Coverage

An individual property's eligibility for NFIP coverage depends on:

1. The location of the building;
2. Whether the building meets certain insurability requirements; *and*
3. Whether the contents meet certain insurability requirements.

While FEMA's system conducts certain eligibility checks, NFIP insurers remain responsible for ensuring eligibility for NFIP coverage.

3. Pub. L. No. 93-288, 88 Stat. 143; 42 U.S.C. 5174

A. Eligibility of Property Locations

1. Where the NFIP Offers Insurance

The NFIP offers insurance for buildings and contents located within participating NFIP communities or located on federal land.

Table 2 explains what an NFIP participating community is and provides a description of the stages of a participating community.

Table 2. Where the NFIP Offers Insurance

LOCATION	DESCRIPTION
NFIP Participating Community	The NFIP insures buildings and contents located within participating NFIP communities or on federal land. For a community to participate in the NFIP, it must adopt a floodplain management ordinance that meets or exceeds the minimum NFIP criteria and have a Flood Insurance Rate Map (FIRM) or a Flood Hazard Boundary Map (FHBM). Check with the insurer to determine the community status or see the *NFIP Community Status Book*.
Emergency Program	The Emergency Program represents the initial phase of a community's participation in the NFIP. In this phase, limited amounts of coverage are available. **Note:** Participating communities in the Emergency Program remain in the Emergency Program if an FHBM is rescinded.
Regular Program	The Regular Program is the final phase of a community's participation in the NFIP. In this phase, the completed FIRM is in effect and full coverage limits are available.
NFIP Participating Community on Probation	FEMA may place a participating NFIP community on probation when it does not comply with the NFIP's floodplain management requirements. Probation ends when the community remedies all deficiencies. Insurance is available while the community is on probation. FEMA applies a $50 Probation Surcharge to all policies in the community, issued on or after the probation effective date. The NFIP exempts the GFIP from the surcharge. **Note:** FEMA may suspend the community (see Table 3) if it does not remedy the violations during the probationary period.
Federal Land	NFIP flood insurance is available on land owned by the Federal Government when the local community meets the floodplain management requirements. The NFIP records all federal land under a local community number, even if that local community does not have jurisdiction.

2. Where the NFIP Does Not Offer Insurance

Table 3 shows the locations where the NFIP does **not** offer insurance.

Table 3. Where the NFIP Does Not Offer Insurance

LOCATION	DESCRIPTION
Non-Participating Community	The NFIP may not sell or renew flood insurance in a community that does not participate in the NFIP. Once FEMA provides a community with an FHBM or a FIRM delineating its flood-prone areas, the community has one year from that date to qualify as an NFIP participating community before this prohibition becomes effective. Check with the insurer to determine the community status or see the *NFIP Community Status Book*.

Table 3. Where the NFIP Does Not Offer Insurance *continued*

LOCATION	DESCRIPTION
Suspended NFIP Community	The NFIP may not sell or renew flood insurance in a community suspended from the NFIP. Current policies in the suspended community remain in effect until policy expiration. • The NFIP may not renew a policy while the community is suspended. • Insurers must cancel any policies issued in error or any policy renewed after the date of a community suspension. • To obtain coverage after the NFIP reinstates a community, property owners should contact their agent or insurer to submit a new Flood Insurance Application Form. • Insurers must use the applicable waiting period required to obtain coverage.
Areas Covered by the Coastal Barrier Resources Act	Flood insurance may not be available in System Units or Otherwise Protected Areas (OPAs) identified under the Coastal Barrier Resources System (CBRS). Such areas designated under the CBRS are typically undeveloped coastal barriers within the boundaries of areas established under federal, state, or local law, or that are held by a qualified organization, primarily for wildlife refuge, sanctuary, recreational, or natural resource conservation purposes. See Appendix E: Coastal Barrier Resources System for additional information.

B. Building Eligibility

1. General Information

The NFIP will insure a building that:

- Is affixed to a permanent site;
- Has two or more outside rigid walls with a fully secured roof;
- Resists flotation, collapse, and lateral movement; *and*
- Has at least 51 percent of the Actual Cash Value (ACV) of the building, including machinery and equipment that are a part of the building, above ground level, unless the lowest level of the affixed structure is at or above the Base Flood Elevation (BFE) and is below ground, using earth as insulation material in conjunction with energy-efficient building techniques.[4]

Base Flood Elevation

BFE is 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. It is shown on the FIRM for Zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/A0, V1–V30 and VE. BFE is no longer an NFIP rating factor to determine premium. However, the SFIP policy forms still reference BFE in defining a building's eligibility for NFIP coverage when partially underground or under construction. Moreover, BFE continues to be a key factor determining compliance with NFIP floodplain management regulations. Such compliance affects eligibility for Community Rating System discounts and floodproofing discounts. The *Flood Insurance Manual* continues to reference BFE in these instances. While BFE remains relevant to NFIP insurers' administration of certain NFIP policies, insurers are no longer responsible for reporting the information to FEMA's system.

4. 44 CFR Part 61, Appendix A(1)-(3), II.C.6 & IV.11

2. Single and Multiple Buildings

To qualify as a single building, subject to the single-building limits of coverage, a building must be:

- Separated from other buildings by intervening clear space; *or*
- Separated into divisions by solid vertical load-bearing walls.
  - Division walls must divide the building from its lowest level to its highest ceiling and have no openings.
  - If there is access through the division wall by a doorway or other opening, the structure must be insured as one building unless it meets one of the following criteria:
    - It is a separately titled building contiguous to the ground;
    - It has a separate legal description; *or*
    - It is regarded as a separate property for other real estate purposes, meaning that it has most of its own utilities and may be deeded, conveyed, and taxed separately.

Note: If writing multiple policies for multiple buildings at the same location, the insurer must maintain detailed information describing the ownership and insurable interest that pertains to each policy. Insurers can submit requests to FEMA seeking single-building determinations for complex structures with multiple building owners or mixed ownership types.

Where there are multiple separate buildings located at a single address (for example, a single-family residence and a guest house on the same property) and the property owners want to insure both buildings, the insurer should write two separate policies and use the property description field on each Application Form to distinguish the buildings.

Where there are multiple buildings on the same property connected by means of rigid exterior walls, solid load-bearing interior walls, stairways, an elevated walkway, or roof, the insurer may write a policy covering them as a single building or multiple policies covering them as separate buildings.

3. Eligible Types of Buildings

Table 4 describes the types of buildings the NFIP insures.

Table 4. Buildings the NFIP Insures

BUILDING TYPE	DESCRIPTION
Additions and Extensions	When insuring a building with one or more additions, the applicant must choose between purchasing one policy or separate policies for the building and each addition and extension. Additions and extensions attached to and in contact with the building by the following methods may be insured under a separate policy: • Rigid exterior wall • Solid load-bearing interior wall • Stairway • Elevated walkway • Roof

Table 4. Buildings the NFIP Insures *continued*

BUILDING TYPE	DESCRIPTION
Additions and Extensions *continued*	The NFIP requires an Application Form for each addition and extension insured separately. The Application Form must: • Clearly describe the separately insured addition and extension; • Contain the rating information specific to the addition and extension; *and* • Request building and/or contents coverage for the addition and extension. The Additional Information portion of the Application Form for the main building should reference the policy number or quote number for the policy separately insuring the addition or extension. **Note:** Additions and extensions cannot be excluded from building coverage under the main building's policy, unless the additions and extensions are insured separately.
Agricultural Building	A building used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities. Examples of eligible agricultural buildings include barns, silos, and grain storage buildings.
Boathouse Located Partially Over Water (Non-Boathouse Parts)	The NFIP insures the non-boathouse parts of a building into which boats are floated, if the building is partly over land and also used for residential, commercial, or municipal purposes and is eligible for flood coverage. The NFIP does not insure boat repair docks or boat storage over water. The NFIP will insure the area above the boathouse used for purposes unrelated to the boathouse use (for example, a residential use) from the floor joists to the roof, including walls. The NFIP will also insure a common wall between the boathouse area and other parts of the building. The following items are not insured (see the SFIP for the limitations on coverage): • The ceiling and roof over the boathouse portions of the building into which boats are floated; • Floors, walkways, decking, etc., within the boathouse area, or outside the area, but pertaining to boathouse use; • Exterior walls and doors of the boathouse area not common to the rest of the building; • Interior walls and coverings within the boathouse area; *and* • Contents located within the boathouse area, including furnishings and equipment, relating to the operation and storage of boats and other boathouse uses.
Building Becomes Entirely Over Water	A building originally constructed on land or partially over water that later becomes entirely over water because of erosion is eligible for coverage if the building has had continuous coverage. Coverage must have been in place for at least one year before the building being located entirely over water (regardless of any changes in the ownership of the building), or from the date of construction if that was less than one year before the building became located entirely over water. The property owner must establish eligibility for NFIP coverage by submitting all of the following documentation: • A letter from the community official stating that the building originally was constructed on land or only partially over water; • Photographs of the building over land, if available; • The approximate date when the building became located entirely over water; and • Proof of continuous flood insurance coverage from the period beginning 1 year prior to the building being located entirely over water (regardless of any changes in the ownership of the building), or from the date of construction if less than 1 year.

Table 4. Buildings the NFIP Insures *continued*

BUILDING TYPE	DESCRIPTION
Building Entirely Over Water before October 1, 1982	The NFIP will insure a building located entirely in, on, or over water, or seaward of mean high tide that was not constructed or substantially improved after September 30, 1982.
Building Partially Over Water	The NFIP may insure a building not "entirely" over water; for example, if part of the exterior perimeter walls and foundation of the building are on land or on the landward side of mean high tide (mean high water). **Note:** When the exterior perimeter walls of the building are completely over water, but the support system or foundation underneath the building extends onto land, or the extension of any mechanism for access into the building (including, but not limited to, stairs, decks, walkways, piers, posts, pilings, docks, or driveways) is fully or partially on land, the building and the access are ineligible for coverage.
Building Partially Underground	The NFIP insures buildings or units and eligible contents if 49 percent or less of the ACV, including machinery, is below ground when an energy-efficient building technique uses earth as an insulator. The lowest floor must be at or above the BFE.[5]
Building Under Construction	The NFIP will insure a building under construction, alteration, or repair before it is walled and roofed, using the NFIP-issued rates based on the construction designs and the intended use of the building. A building under construction that is not walled and roofed is not eligible for coverage if construction stops for more than 90 days or the lowest floor, including the basement floor, of a non-elevated building or the lowest elevated floor of an elevated building is below the BFE.[6] The NFIP will not insure materials or supplies intended for use in such construction, alteration, or repair unless they are contained within an enclosed building on the premises or adjacent to the premises. For information on rating, see the Building Under Construction heading in Section 3: How to Write.
Condominium Building	A condominium is a building or a complex of buildings containing a number of individually owned apartments or houses where each unit owner has an undivided interest in common elements of the building. Residential condominium buildings eligible for the RCBAP must be insured under the RCBAP. See the Building Occupancy heading in Section 3: How to Write for additional information.
Cooperative Building	Corporations own and manage cooperative buildings, and their ownership differs from the condominium form of ownership. Residents within cooperative buildings buy shares of the corporation, rather than the real estate (building, land, or both building and land). 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.
Detached Garage	In general, the SFIP can only insure one building. However, the Dwelling Form includes limited coverage for a detached garage servicing a one-to-four family dwelling. Coverage is limited to no more than 10 percent of the limit of liability on the one-to-four family dwelling. This coverage does not apply to garages used for residential, commercial, or agricultural purposes.

5. 44 CFR Part 61, Appendix A(1)-(3), IV.11
6. 44 CFR Part 61, Appendix A(1)-(3), III.A.5

Table 4. Buildings the NFIP Insures *continued*

BUILDING TYPE	DESCRIPTION
Homeowners' Association (Non-Condominium)	A Homeowners' Association not in the condominium form of ownership owns the common areas, and individual building owners have a right to use and enjoy the common areas. A Homeowners' Association can purchase a policy for an individual building in the building owner's name when the Association's by-laws require the Association to purchase flood insurance building coverage for its members. A Homeowners' Association not in the condominium form of ownership is not eligible for the RCBAP.
Manufactured/ Mobile Home or Manufactured Building or Travel Trailer Without Wheels	**A manufactured home** (also known as a mobile home) or manufactured building is a structure built on a permanent chassis, transported to a site in one or more sections, and affixed to a permanent foundation. **A travel trailer without wheels**, built on a chassis and affixed to a permanent foundation, is eligible for flood coverage where regulated under the community's floodplain management and building ordinances or laws. A manufactured home or mobile home is not a "modular" building. Modular building construction is regulated by the same local and state rules that apply to site-built buildings. Manufactured/mobile homes and travel trailers must meet the following requirements to be eligible for NFIP coverage: • Be affixed to a permanent foundation that may be a poured masonry slab, foundation walls, piers, or blocks, so that the wheels and axles of the mobile home do not support its weight; *and* • Be anchored to a permanent foundation to resist flotation, collapse, or lateral movement: – By providing over-the-top or frame ties to ground anchors; – In accordance with manufacturer's specifications; *or* – In compliance with the community's floodplain management requirements. Manufactured/mobile homes continuously insured since September 30, 1982, can renew under the previously existing requirements if they meet the following conditions: • Are affixed to a permanent foundation in compliance with the foundation and anchoring requirements at the time of placement; *and* • Are adequately anchored, which means the foundation support system must secure the manufactured or mobile home into the ground sufficiently to resist flotation, collapse, and lateral movement caused by flood forces, including wind forces in coastal areas. **Note:** All references in this manual to manufactured/mobile homes are specific to manufactured/mobile homes and travel trailers without wheels, when affixed to a permanent foundation.
Timeshare Building	A timeshare is an arrangement where several joint owners have the right to use a property under a time-sharing agreement and where the corporation owns the building. The NFIP insures individual units in a timeshare building in the condominium form of ownership under the Dwelling Form. These buildings are eligible for coverage under the RCBAP if 75 percent of the total floor area of the building is for residential purposes. If the 75 percent criteria is not met, see the Condominium Rating Information heading in Section 3: How To Write.

4. Ineligible Types of Buildings

NFIP does not insure the buildings shown in **Table 5**.

Table 5. Buildings the NFIP Does Not Insure

BUILDING TYPE	DESCRIPTION
Building Declared in Violation of Floodplain Management Requirements	The NFIP may not insure buildings (or their contents) declared to be constructed or altered in violation of state or local floodplain management, mudflow, or flood-related erosion area management or control laws, regulations, or ordinances. Section 1316 of the National Flood Insurance Act of 1968 (NFIA) allows state or local governments to make this declaration. Insurance becomes available when the owner corrects the violation and the state or local government rescinds the Section 1316 declaration.
Building Entirely Over Water On or After October 1, 1982	The NFIP does not insure buildings constructed or substantially improved on or after October 1, 1982, located entirely in, on, or over water, or seaward of mean high tide.
Building Used for the Manufacture or Distribution of a Controlled Substance	The NFIP may not knowingly insure a building or its contents used for the manufacture or distribution of a controlled substance in violation of federal law. Doing so would directly promote, effectuate, or encourage a violation of the law, which would violate public policy and general principles of insurance. This restriction includes buildings or contents used to grow or dispense marijuana in locations where this activity is legal under state law, because governing federal law makes it unlawful to use any place for the manufacture or distribution of a controlled substance. FEMA can provide additional information on the application of this guidance to specific circumstances.
Container-Type Building	The NFIP does not insure containers used to store gas and liquids, chemical or reactor container tanks or enclosures, brick kilns, and similar units, and their contents.
Water Treatment Plant	The NFIP does not insure a water treatment plant unless 51 percent or more of its ACV is above ground.

C. Contents Eligibility

The NFIP only insures contents located in a building that is eligible for building coverage.

- **Dwelling Form:** Contents must be located inside a building at the described location. If the building is not fully enclosed, contents must be secured to prevent flotation out of the building.
- **General Property Form:** Contents must be located inside the fully enclosed insured building.
- **RCBAP Form:** Contents must be located inside the fully enclosed insured building.

Table 6. Contents Eligibility Examples

ELIGIBILITY	EXAMPLES
Eligible Contents	• Personal property inside a building at the described location, if: – The property is owned by the policyholder or the policyholder's household family members; *or* – At the policyholder's option, the property is owned by guests or servants. • Equipment. • Self-propelled vehicles or machines, not licensed for use on public roads, *and* – Used mainly to service the described location; *or* – Designed and used to assist handicapped persons while the vehicles or machines are inside a building at the described location. • Parts and equipment as open stock, not part of a specific vehicle or motorized equipment. • Contents located in silos, grain storage buildings, and cisterns. • Commercial contents. • Contents within units in a cooperative building: – Residents of a unit within a cooperative building may purchase contents coverage under the Dwelling Form. – Shareholders may apply 10 percent of the contents coverage for betterments and improvements at the time of loss. • Contents in a non-residential condominium unit. • Personal property removed to safety at another location to protect it from flood or the imminent danger of flood, for a period of 45 days.
Ineligible Contents	• Automobiles including assembled and unassembled dealer's stock. • Motorcycles including assembled and unassembled dealer's stock. • Motorized equipment including assembled and unassembled dealer's stock. • Bailee customer's goods including contractors, cleaners, repair shops, processors of goods belonging to others, and similar risks.

D. NFIP Coverage Exclusions and Limitations

Table 7 shows examples of NFIP coverage exclusions and limitations. Refer to the SFIP for information about exclusions and limitations.

Table 7. NFIP Coverage Exclusions and Limitations

TYPES OF EXCLUSION AND LIMITATIONS	COMMENT
Basement	The SFIP limits coverage for basement such as finished walls, floors, ceilings, or personal property kept in a basement. Personal property coverage in a basement is limited to: • Air conditioning units, portable or window type; • Clothes washers and dryers; and • Food freezers, other than walk-in, and food in any freezer.
Building Coverage for a Unit in a Cooperative Building	The NFIP does not provide building coverage for shareholder units in a cooperative building. Residents or tenants of a cooperative building may purchase contents coverage under the Dwelling Form.

Table 7. NFIP Coverage Exclusions and Limitations *continued*

TYPES OF EXCLUSION AND LIMITATIONS	COMMENT
Deck	The SFIP limits coverage for decks except for steps and landings to a maximum landing area of 16 square feet.
Elevated Building with Enclosure	The SFIP limits coverage for enclosed, walled-in areas below the lowest floor of a Post-FIRM elevated building located in Zone 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, including finished walls, floors, ceilings, or personal property kept in an enclosure.[7] Personal property coverage in these types of enclosures is limited to: • Air conditioning units, portable or window type; • Clothes washers and dryers; and • Food freezers, other than walk-in, and food in any freezer.
Flood in Progress	The SFIP will not pay for a loss caused by a flood that was a continuation of a flood that existed: • On or before the date the waiting period for coverage began; *or* • If the coverage became effective as of the time of a loan closing (under the loan exception to the 30-day waiting period), before coverage became effective.[8] In other words, the SFIP does not insure damage from a flood that began before a new policy's waiting period (or coverage, if no waiting period) began, even if the flood did not damage the insured property, until after the waiting period (or coverage) began. If a flood was already in progress before a policyholder requested an increase in coverage on an existing policy, the SFIP will only insure damage that occurred to the insured property from that same flood event after the waiting period (or increased coverage, if no waiting period) began, under the lesser policy limits. See the *NFIP Claims Manual* for additional guidance.
Hot Tub or Spa	The SFIP excludes coverage for hot tubs or spas, except where used as bathroom fixtures.
Non-Residential Condominium Unit	The NFIP does not provide building coverage for owners of non-residential units in residential or non-residential buildings.
Swimming Pool	The SFIP excludes coverage for indoor or outdoor swimming pools.
Timeshare Unit in a Multi-Unit Building	The NFIP does not provide coverage for these units unless they are in a condominium form of ownership.

7. 44 CFR Part 61, Appendix A(1)-(2), III.A.8 & B.5; 44 CFR Part 61, Appendix A(3), III.A.8 & B.4
8. 44 CFR Part 61, Appendix A(1)-(3), V.B "Flood in Progress"

III. Effective Dates for New Policies and Endorsements

In general, new flood insurance policies and endorsements adding or increasing coverage become effective following a 30-day waiting period. However, there are three exceptions listed below and detailed later in this section:

1. **Map Revision Exception:** Coverage becomes effective after a 1-day waiting period during the first 13 months following a flood map revision newly identifying a building as located within an SFHA when it was previously identified as outside of an SFHA.[9]
2. **Loan Exception:** If the initial purchase of new, additional, or increased flood insurance coverage is in connection with making, increasing, extending, or renewing a loan secured by the insured property (for example, a mortgage loan) – and if the NFIP receives the Application Form or endorsement request and full amount due within specified timeframes as noted in Table 10 – then no waiting period applies and coverage becomes effective as of the time of the loan closing.[10]
3. **Post-Wildfire Exception:** Coverage becomes effective after a 1-day waiting period[11] if:
   a. The insured property is privately-owned (property not owned by a federal, state, local, territorial, or tribal government) and experiences damage caused by a flood that originated on federal land;
   b. Post-wildfire conditions on federal lands caused or worsened the flooding; *and*
   c. The policyholder purchased the new, additional, or increased coverage either:
      i. On or before the fire containment date; *or*
      ii. During the 60-calendar day period following the fire containment date.

Insurers must follow the applicable waiting period and effective date rules for all policies, including policies issued in conjunction with a community's initial entry into the Regular Program or conversion from the Emergency Program to the Regular Program.

A. Standard 30-day Waiting Period

1. General Information

A 30-day waiting period applies to new policies and endorsements to add or increase coverage that are not otherwise eligible for the exceptions provided above. The date the waiting period begins varies based on:

- The date of the Application Form (or endorsement request);
- The method of sending the Application Form (or endorsement request) and payment; *and*
- The date the insurer receives the Application Form (or endorsement request) and full amount due (including applicable premiums, surcharges, and fees).

For the purposes of determining a waiting period start date, "certified mail" includes certified mail sent through the U.S. Postal Service or a reputable third-party delivery service that provides proof of the actual mailing date and delivery date to the insurer.

Table 8 shows how to determine the effective date of a new policy or endorsement adding or increasing coverage that is subject to the 30-day waiting period.

9. 42 USC 4013(c)(2)(C); 44 CFR § 61.11(a)
10. 42 USC 4013(c)(2)(C); 44 CFR § 61.11(b)
11. 42 USC 4013(c)(2)(C); 44 CFR § 61.11(c)

Table 8. Effective Date with a 30-day Waiting Period

RECEIPT DATE	EFFECTIVE DATE	EXAMPLE
If the insurer receives the Application Form (or endorsement request) and full amount due *within* 10 calendar days from the application date (application date plus 9 days)	The effective date will be 12:01 a.m. (local time) on the 30th calendar day after the application date.	If the application date is May 13 and the insurer receives the Application Form (or endorsement request) and full amount due on May 17, then the earliest effective date is June 12.
If the Application Form (or endorsement request) and full amount due are mailed by certified mail *within* 4 calendar days from the application date (application date plus 3 days), regardless of when the insurer receives them	The effective date will be 12:01 a.m. (local time) on the 30th calendar day after the application date.	If the application date is May 13, the Application Form (or endorsement request) and full amount due are mailed by certified mail on May 15, and the insurer receives the Application Form and full amount due on May 26, then the earliest effective date is June 12.
If the insurer receives the Application Form (or endorsement request) and full amount due *after* 10 calendar days from the application date (application date plus 9 days) and the Application Form (or endorsement request) and full amount due were NOT mailed by certified mail *within* 4 calendar days from the application date (application date plus 3 days)	The effective date will be 12:01 a.m. (local time) on the 30th calendar day after the insurer's receipt date.	If the application date (or endorsement request) is May 13, the insurer receives the Application Form (or endorsement request) and full amount due on May 25, then the earliest effective date is June 24.

2. Insufficient Payment

If a policyholder pays less than the full amount due to purchase the amount of coverage requested, see the Reformation Due to Insufficient Premium or Rating Information heading in this section for the applicable procedures and effective date rules.

3. Invalid Payment

The insurer may not use the receipt date of an invalid payment to determine the effective date of a policy transaction. A payment is invalid if it cannot be negotiated because there are non-sufficient funds (NSF) in the account, a reversal (dispute) is successfully completed on an electronic payment, or the payment is non-negotiable for any other reason. Upon notification that the payment is invalid, the insurer must:

- Cancel or nullify the transaction associated with that payment; *and*
- Send notification of the cancellation or nullification to the policyholder, agent, and lender(s), if applicable.

If the insurer receives a valid payment, the insurer must process the transaction based on the valid premium receipt date. The insurer must determine the effective date of the transaction based on the valid payment receipt date, subject to the effective date rules.

Note: A new Application Form or endorsement request is not required for this transaction as long as the insurer still has the original request; however, a new quote needs to be requested from the FEMA rating engine.

B. Map Revision Exception (1-Day Waiting Period)

A 1-day waiting period applies when the NFIP revises an FHBM or a FIRM to show that the building is now in an SFHA when it was not previously. The 1-day waiting period only applies if the insurer receives the Application Form (or endorsement request) and full amount due within 13 months from the effective date of the map revision. If the insurer receives the Application Form (or endorsement request) and full amount due after 13 months from the effective date of the map revision, the 30-day waiting period applies.[12] The 1-day waiting period rule applies for all buildings, including those owned by condominium associations.

Table 9 shows how to determine the effective date of a new policy or endorsement adding or increasing coverage that is eligible for the map revision exception.

Table 9. Effective Date When Eligible for the Map Revision Exception

RECEIPT DATE	EFFECTIVE DATE	EXAMPLE
If the insurer receives the Application Form (or endorsement request) and full amount due *within* 10 calendar days from the application date (application date plus 9 days)	The effective date will be 12:01 a.m. (local time) on the next calendar day after the application date.	If the FIRM was revised on January 5, the application date is May 13, the insurer receives the Application Form (or endorsement request) and full amount due on May 17, then the earliest effective date is May 14.
If the Application Form (or endorsement request) and full amount due are mailed by certified mail *within* 4 calendar days from the application date (application date plus 3 days), regardless of when the insurer receives them	The effective date will be 12:01 a.m. (local time) on the next calendar day after the application date.	If the FIRM was revised on January 5, the application date is May 13, the Application Form (or endorsement request) and full amount due mailed by certified mail on May 15, and the insurer receives the Application Form (or endorsement request) and full amount due on May 26, then the earliest effective date is May 14.
If the insurer receives the Application Form (or endorsement request) and full amount due *after* 10 calendar days from the application date (application date plus 9 days) and the Application Form (or endorsement request) and full amount due were NOT mailed by certified mail *within* 4 calendar days from the application date (application date plus 3 days)	The effective date will be 12:01 a.m. (local time) on the next calendar day after the insurer's receipt date.	If the FIRM was revised on January 5, the application date is May 13, the Insurer receives the Application Form (or endorsement request) and full amount due on May 28, then the earliest effective date is May 29.

C. Loan Exception (No Waiting Period)

New, additional, or increased flood insurance coverage purchased in connection with making, extending, increasing, or renewing a loan secured by the insured property (for example, a mortgage loan) is not subject to the 30-day waiting period if the NFIP receives the Application Form (or endorsement request) and full amount due within specified timeframes. If a policy or endorsement is eligible for this exception, then the coverage becomes effective as of the time of the loan closing.[13] Condominium association policies or endorsements purchased

12. 42 USC 4013(c)(2)(C); 44 CFR § 61.11(a)
13. 42 USC 4013(c)(2)(C); 44 CFR § 61.11(b)

in conjunction with loan transactions in the name of the condominium association can be eligible for this exception. Contents-only policies and endorsements can only be eligible for the loan exception if the contents are part of the security for a loan.

The policyholder must apply for flood insurance (or request an endorsement to add or increase coverage) on or before the closing date of the loan transaction. If the policyholder requests the coverage after the closing date, the 30-day waiting period applies. A valid Application Form (or endorsement request) includes all the information necessary to calculate the NFIP policy premium.

In determining eligibility for the loan exception, the insurer may rely on an agent's representation on the Application Form (or endorsement request) that the purchase is in connection with making, extending, increasing, or renewing a loan secured by the insured property but must confirm timely receipt of the Application Form (or endorsement request) and full amount due. If a loss occurs during the first 30 days of the policy or additional or increased coverage, the insurer must obtain documentation of the loan transaction (such as settlement papers) to validate that a loan transaction occurred before paying the loss.

Table 10 shows how to determine the effective date of a new policy or endorsement to add or increase coverage that may be eligible for the loan exception. If the effective date is the date and time of the loan closing, the declarations page should state the effective date and specify that the coverage is effective "at the time of loan closing" (versus 12:01 a.m.). The insurer only needs to obtain documentation of the specific time of the loan closing if a loss occurred on the loan closing date, to determine whether the loss occurred after the new, additional, or increased coverage began (see additional guidance in the *NFIP Claims Manual*).

Table 10. Effective Date When Potentially Eligible for the Loan Exception

RECEIPT DATE	EFFECTIVE DATE	EXAMPLE
If the lender, title company, or settlement attorney pays the premium		
If the policyholder requests the policy (or additional or increased coverage) on or before the loan transaction closing and the insurer receives the Application Form (or endorsement request) and full amount due *within* 30 calendar days from the closing (closing date plus 29 days)	The effective date will be the date and time of the loan closing.	If the loan transaction date is on April 3 and the application date is April 3; and the insurer receives the Application Form (or endorsement request) and full amount due, paid by the lender, title company, or settlement attorney on April 20; then the policy effective date is April 3 at the time of loan closing.
If the policyholder requests the policy (or additional or increased coverage) on or before the loan transaction closing, and the insurer receives the Application Form (or endorsement request) and full amount due *after* 30 calendar days from the closing (closing date plus 29 days or more)	The effective date will be 12:01 a.m. (local time) on the 30th calendar day after the insurer's receipt date.	If the loan transaction date is on April 3 and the application date is April 3; and the insurer receives the Application Form (or endorsement request) and full amount due, paid by the lender, title company, or settlement attorney on May 10; then the earliest policy effective date is June 9.

Table 10. Effective Date When Potentially Eligible for the Loan Exception *continued*

RECEIPT DATE	EFFECTIVE DATE	EXAMPLE
If the policyholder or another party not listed above pays the premium		
If the policyholder requests the policy (or additional or increased coverage) on or before the loan transaction closing, and the insurer receives the Application Form (or endorsement request) and full amount due *within* 10 calendar days from the loan transaction closing (closing date plus 9 days)	The effective date will be the date and time of the loan closing.	If the loan transaction date is on April 3, the application date is April 3, and the insurer receives the Application Form (or endorsement request) and full amount due paid by the policyholder on April 7, then the policy effective date is April 3 at the time of loan closing.
If the policyholder requests the policy (or additional or increased coverage) on or before the loan transaction closing, and the insurer receives the Application Form (or endorsement request) and full amount due *after* 10 calendar days from the closing (closing date plus 9 days or more)	The effective date will be 12:01 a.m. (local time) on the 30th calendar day after the insurer's receipt date.	If the loan transaction date is on April 3, the application date is April 3, and the insurer receives the Application Form (or endorsement request) and full amount due paid by the policyholder on April 15, then the earliest policy effective date is May 15.

Note: When an agent submits an agency check, it must be accompanied by settlement paperwork or a photocopy of the original check from the lender, title company, or settlement attorney to be eligible for the waiting period exception.

D. Post-Wildfire Exception (1-Day Waiting Period)

The 30-day waiting period may not apply to new policies (or endorsements to add or increase coverage) for privately-owned property (building or contents) affected by flooding from federal land caused by post-wildfire conditions. Coverage becomes effective at 12:01 a.m. (local time) on the first calendar day after the Application Form (or endorsement request) date:[14]

1. The insured property is privately-owned (property not owned by a federal, state, local, territorial, or tribal government) and experiences damage caused by a flood that originated on federal land;
2. Post-wildfire conditions on federal lands caused or worsened the flooding; *and*
3. The policyholder purchased the new, additional, or increased coverage either:
   a. On or before the fire containment date; *or*
   b. During the 60-calendar-day period following the fire containment date.

Given the eligibility criteria for this post-wildfire exception, the policyholder had to already have NFIP coverage in place at least one day before the triggering flood loss occurred. Therefore, this exception is relevant when a new policy (or additional or increased coverage) is within the standard 30-day waiting period and experiences a loss qualifying it for the post-wildfire exception and resulting 1-day waiting period. The insurer cannot endorse the policy to change its effective date, so must cancel and rewrite the policy.

For the purposes of the post-wildfire exception, the federal agency responsible for the land on which the post-wildfire conditions existed determines the fire containment date. FEMA supports the application of the post-wildfire exception by tracking containment dates for wildfires occurring on federal lands and consulting, when necessary, with appropriate

14. 42 USC 4013(c)(2)(C); 44 CFR § 61.11(c)

federal agencies to determine whether post-wildfire conditions caused or worsened a flood. NFIP insurers may request assistance with the proper application of the post-wildfire exception by contacting FEMA-FIDClaimsMailbox@fema.dhs.gov.

IV. Administrative Topics

A. Electronic Signatures

NFIP insurers must sell and service NFIP policies in a customer-centric manner as part of their normal business practices. To improve the policyholder's experience and to reduce administrative burden, FEMA approves and encourages the use of electronic signatures on NFIP transactions. FEMA will not deny the legal effect, validity, or enforceability of a signature solely because it is in electronic form. Insurers should accept electronic signatures in accordance with their general business practices and applicable laws. Electronic signatures must comply with the following requirements.

- The signer must use an acceptable electronic form of signature;
- The electronic form of signature must be executed or adopted by a person with the intent to sign the electronic document;
- The electronic form of signature must be attached to or associated with the electronic document being signed;
- There must be a means to identify and authenticate a particular person as the signer; *and*
- There must be a means to preserve the integrity of the signed document.[15]

B. Delivery of the Policy

The insurer must send:

- The policy form (contract) to the policyholder at the time of policy issuance or after any change made to the policy contract; *and*
- The policy declarations page to the policyholder, agent, and, if applicable, lender(s); *and*
- The NFIP Summary of Coverage; *and*
- A cover letter to reference these enclosures.

See Appendix A: Policy for copies of the SFIP policy forms. See Appendix I: Policyholder Communications for declarations page samples and requirements.

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.

C. Evidence of Insurance

A copy of the Application Form and premium paid receipt or a copy of the declarations page is sufficient evidence of proof of purchase for new policies.

V. Assignment and Transfer of Business

A. Assignment of a Policy to a New Building Owner

The owner of an insured building may provide written consent to assign a flood insurance policy with building coverage to the purchaser of the building. Owners may not assign contents-only policies or policies on buildings under construction. The seller must sign

15. Nothing stated herein removes or waives the explicit requirements found at Pt. 61 App. A(1–3) VII General Conditions G. 4, Requirements in Case of Loss. Any Proof of Loss must be signed and sworn to by the policyholder.

the assignment endorsement on or before the closing date, and the new building owner has up to 30 days beyond the closing date to submit the endorsement form to the insurer for processing.

If the building is a primary residence, the insurer must validate the primary residence status at the time of assignment for the assignee to be eligible for the primary residence status and associated HFIAA surcharge. If the previous owner received a Pre-FIRM discount and used the building as a primary residence but it is not a primary residence for the new owner, the new owner may receive the same discounted premium as the previous owner. However, the annual increase cap (which is a component of the discounted premium) is based on the information provided by the new owner. The discounted premium does not include assessments, fees, or surcharges.

See Section 4: How to Endorse for information on endorsement procedures to accomplish assignment of a policy.

New Policy After a Real Estate Transaction

Under certain conditions, the new owner of an NFIP-insured building can buy a new NFIP policy and, if eligible, receive any statutory discount the prior policyholder received. For additional information, see the New Policy After a Real Estate Transaction heading under Statutory Discounts in Section 3: How to Write.

B. Transfer of Any or All of A Policyholder's or Agent's Business to Another Insurer

One kind of transfer of business occurs when a policyholder or agent moves any or all their existing business from one insurer to another. Such a transfer occurs through a renewal notice issued by the receiving insurer but otherwise resembles the process for new business.

The receiving insurer must collect the NFIP policy number of the existing policy, policyholder name, property address, and all underwriting information to verify the correct rating and issuance of the policy, including the following as applicable:

- Prior insurer's declaration page;
- Documentation of primary residence status (if property address and mailing address differ);
- Documentation to support mitigation discounts being applied to policy;
- Elevation Certificate if available;
- Documentation of building replacement cost value, if applicable, for an Other Residential Building, Residential Condominium Building, Non-Residential Building, or Non-Residential Unit;
- Photographs, if applicable (the NFIP will accept photographs from the previous insurer if there is no evidence of structural changes that affect rating).

The receiving insurer must validate the information when there is a discrepancy between the building descriptions in the policy underwriting file and the prior insurer's declarations page. The receiving insurer submits the existing NFIP policy number, policyholder name, property address, and all the underwriting information to FEMA requesting a policy transfer quote. FEMA calculates the total amount due and sends the quote back to insurer.

If the policy is within 90 days of its expiration date, then the receiving insurer can immediately generate a renewal notice to accomplish the transfer. If the policy is not within 90 days of its expiration date, then the insurer must wait to generate a renewal

16. See the latest WYO Arrangement for the applicable requirements

notice within 90 days of the expiration date. In this latter case, the insurer must request an updated quote reflecting the most recent data available (for instance, Building Replacement Cost Value) and the rating plan in effect at the time of the renewal.

C. Transfer of an Insurer's Entire Book to Another Insurer

Another kind of transfer of business occurs when a WYO company moves all of its existing business to another WYO company or to NFIP Direct. The transferring WYO company can move its existing business either all at once or policy-by-policy as they come up for renewal, consistent with a transfer plan submitted to and approved by FEMA.[16]

The transferring WYO company must collect all the policy and underwriting information for its book of NFIP business (or those policies approaching their expiration dates) and submit that information to the receiving NFIP insurer. When each policy comes within 90 days of its expiration date, the receiving insurer asks FEMA to calculate the renewal premium. FEMA generates the quote and the receiving insurer uses the FEMA quote to send the renewal notice.

VI. Reformation Due to Insufficient Premium or Rating Information

A. General Information

A policy can provide only the amount of coverage that the premium received will purchase for a full policy term (or the applicable portion of the policy term). An NFIP insurer must reform a policy if it discovers at any time (at writing, endorsement, renewal, or before or after a loss) that the:

- Premium the insurer received for the policy (or endorsement) is insufficient to buy the amount of building or contents coverage requested; *or*
- Rating information is insufficient and, when complete, indicates that the premium paid is insufficient.[17]

Examples of situations that require reformation include:

- Underpayment of a bill (though not an invalid payment, such as a check returned by the bank for non-sufficient funds) to purchase an initial policy, policy renewal, or endorsement;
- A rating adjustment requiring additional premium after a mid-term event (for example, a renovation or damage from another peril) changes one or more rating characteristics;
- A rating correction requiring additional premium;
- Discovery that an incorrect SFIP form was used (or a different SFIP form is needed now) and the premium paid is insufficient to purchase the originally requested coverage amount under the correct policy form; *and*
- Endorsement of a policy from a provisional rate to a rating engine rate, if the premium paid is insufficient under the rating engine rate.

Reformation does not apply when renewing by Application Form or recertification questionnaire a policy otherwise subject to non-renewal. See the Renewal by Application Form or Recertification Questionnaire heading in Section 5: How to Renew.

Note: See Section 4: How to Endorse for general guidance on rating adjustments and rating corrections, including those that result in premium refunds.

17. 44 CFR Part 61, Appendix A(1)-(2), VII. D; 44 CFR Part 61, Appendix A(3), VIII. D
18. 44 CFR Part 61, Appendix A(1)-(2), VII. D; 44 CFR Part 61, Appendix A(3), VIII. D

B. General Reformation Procedures

The insurer must bill the additional premium required to restore the originally requested amount of coverage. If the rating information is insufficient to determine the correct premium amount, the insurer must request additional information. To restore the originally requested amount of coverage without a waiting period, the insurer must receive the additional rating information, if applicable, within 60 days of the request, and the additional premium within 30 days from the date of the bill. If the policyholder provides the additional premium (and additional information, if applicable) but not within the specified timeframes, the insurer must increase the coverage to the originally requested amount by endorsement with a 30-day waiting period.[18] **Table 11** describes the general procedures an insurer must follow when it discovers – either before or after a loss – that the premium paid is insufficient to purchase the amount of coverage requested.

Table 11. General Procedures to Reform a Policy

STEP	DESCRIPTION
1. Calculate Coverage and Premium Amounts	The insurer must calculate: • The amount of coverage that the premium received can purchase after deducting the costs of all applicable fees and surcharges; *and* • The additional premium required to restore the originally requested amount of coverage, including adjusting the total amount of the bill as needed if the initial amount charged for any fees or surcharges was incorrect.
2. Request Additional Information If the Rating Information Is Insufficient	If the rating information is insufficient the insurer must request the required information and receive it within 60 days. After receiving the requested information, the insurer will: • If the premium is insufficient, determine the reduced amount of coverage and calculate the additional premium due; *or* • If the premium was overpaid, follow the guidance on refunds in Section 4: How to Endorse. If the insurer does not receive the required information within 60 days, the insurer must contact FEMA Underwriting for additional guidance.
3. Reduce the Coverage to the Amount the Payment Received Will Purchase	In accordance with its standard business practice, the insurer must then reduce the coverage to the lower amount by either: • Immediately reducing the coverage; *or* • Preparing to reduce the coverage to that same amount if it does not receive the additional premium (or rating information) within the timeframes specified in this table. In either case, the guidance in Table 12 below determines the effective date of this reduction in coverage (see Table 14 in the case of an incorrect geolocation or flood zone).
4. Bill the Additional Premium Due	The insurer must send the payor an underpayment letter (copying all other parties listed on the declarations page) billing them for the additional premium required to restore the originally requested coverage amount.
5. Increase Coverage to the Originally Requested Amount	• If the insurer receives the additional premium within 30 days from the date of the bill (and additional rating information, if applicable, within 60 days of the request), the insurer must increase coverage to the originally requested amount (but not any higher amount) without applying any waiting period. • If the insurer receives the additional premium (and additional information, if applicable) but not within the specified timeframes, the insurer must increase the coverage by endorsement with a 30-day waiting period.

Table 11. General Procedures to Reform a Policy *continued*

STEP	DESCRIPTION
5. Increase Coverage to the Originally Requested Amount *continued*	• If the policyholder requests to increase coverage above the originally requested amount, the insurer must follow the standard endorsement procedures including effective date rules (see Section 4: How to Endorse).
6. Consequences If Additional Premium (or Additional Information) Not Received	• If the insurer does not receive the required rating information, it may not increase coverage. The insurer must contact FEMA Underwriting for additional guidance. • If the insurer has or receives complete rating information but does not receive the additional premium due, the reduction in coverage amount applies (see Table 12 to determine the effective date of this reduction) and the insurer may only increase coverage through the standard endorsement procedures (see Section 4: How to Endorse). • If the premium received, after deducting the costs of all applicable fees and surcharges, is insufficient to buy any amount of coverage, and the policyholder does not pay the additional amount of premium owed to increase coverage to the originally requested amount or to a lesser amount, the insurer must cancel the policy and refund the payment. However, if a claim was paid on a policy in this situation before discovery of the insufficient premium, the insurer must contact FEMA for additional underwriting and claims guidance.

Table 12 provides guidance on when to apply the initial reduction in coverage, the timeframe when additional premium is due, and the effective date of the increase to the originally requested coverage amount.[19] In this table, "within specified timeframes" refers to receipt of additional rating information, if applicable, within 60 days and the additional premium within 30 days, as specified in Table 11.

Table 12. Reformation Timeframes and Effective Dates

	Timeframe When the Premium Paid Is Insufficient	
	Scenario 1: Full Policy Term (for example, underpayment of a renewal bill, a rating correction, or endorsement from a provisional rate to a rating engine rate)	**Scenario 2: Portion of the Policy Term** (after an endorsement that increased coverage or other mid-term event affecting premium)
Effective Date of Reduced Coverage	Beginning of the policy term	• Effective date of the endorsement; *or* • Date of the event
Timeframe When Additional Premium Applies	Full policy term	Remainder of the policy term after the: • Effective date of the endorsement; *or* • Date of the event

19. 44 CFR Part 61, Appendix A(1)-(2), VII.D "Insufficient Premium or Rating Information"; 44 CFR Part 61, Appendix A(3), VIII.D "Insufficient Premium or Rating Information."

Table 12. Reformation Timeframes and Effective Dates *continued*

		Timeframe When the Premium Paid Is Insufficient	
		Scenario 1: Full Policy Term (for example, underpayment of a renewal bill, a rating correction, or endorsement from a provisional rate to a rating engine rate)	**Scenario 2: Portion of the Policy Term** (after an endorsement that increased coverage or other mid-term event affecting premium)
Effective Date of Increased Coverage	**Premium (and Rating Information) Received *Within* Specified Timeframes**	Beginning of the policy term	• Effective date of the endorsement; *or* • Date of the event
	Received *But NOT Within* Specified Timeframes	Only by endorsement with a 30-day waiting period	Only by endorsement with a 30-day waiting period

Table 13 describes how the insurer must handle a claim when there is insufficient premium or rating information, whether it discovers the issue before or after a loss.[20] Again, "within specified timeframes" refers to receipt of additional rating information, if applicable, within 60 days and the additional premium within 30 days, as specified in Table 11.

Table 13. How to Handle a Claim Involving Policy Reformation

ADDITIONAL PREMIUM (and Rating Information)	GUIDANCE
Received *Within* Specified Timeframes	• The insurer must settle the claim based on the originally requested coverage amount **Note:** If the policyholder provides the insurer notice within 30 days of the underpayment notice, they may request that the insurer deduct the additional premium due from the claim payment.
Received *But NOT Within* Specified Timeframes	• If the rating information is insufficient, the insurer may not pay the claim until it receives complete rating information or additional guidance from FEMA Underwriting. • If the rating information is sufficient, the insurer must settle the claim based on the reduced amount of coverage. **Note:** After 30 days has elapsed since the underpayment notice, the policyholder may still request that the insurer deduct the additional premium due from the claim payment but the claim payment will be based on the reduced amount of coverage. Restoration of the original coverage amount is subject to the 30-day waiting period.

20. 44 CFR Part 61, Appendix A(1)-(2), VII.D "Insufficient Premium or Rating Information"; 44 CFR Part 61, Appendix A(3), VIII.D "Insufficient Premium or Rating Information." FEMA can provide additional underwriting and claims guidance if a claim was already paid based on incorrect underwriting information.

Table 13. How to Handle a Claim Involving Policy Reformation *continued*

ADDITIONAL PREMIUM (and Rating Information)	GUIDANCE
Not Received	• If the insurer does not receive the required rating information, it may not pay the claim until it receives complete rating information or additional guidance from FEMA Underwriting. • If the insurer has or receives complete rating information but does not receive the additional premium due, it must settle the claim based on the reduced coverage amount (see Table 12 to determine the effective date of this reduction). • If the premium received, after deducting the costs of all applicable fees and surcharges, is insufficient to buy any amount of coverage, and the policyholder does not pay the additional amount of premium owed to increase coverage to the originally requested amount within 30 days of the underpayment notice, the insurer must cancel the policy, refund the payment, and withhold payment on the claim. However, if a prior claim was paid on a policy in this situation before discovery of the insufficient premium, the insurer must contact FEMA for additional underwriting and claims guidance.

C. Exception When Reforming a Policy Due to an Incorrect Geolocation or Flood Zone

There is an exception to the general reformation guidance when an error in geolocating a property or an incorrect flood zone resulted in insufficient premium.[21] In this case, the insurer must:

- Reduce the amount of coverage effective the date of discovery; *and*
- Calculate the additional premium due (to restore the original coverage amount for the remainder of the policy term) prospectively from the date of discovery.

For the portion of the policy term before the date the insurer discovered the incorrect geolocation or flood zone (the "date of discovery"), the policyholder receives the originally requested coverage amount without paying additional premium (or providing additional rating information, if insufficient).

For the remainder of the policy term after the date of discovery, the general reformation procedures described in Table 11 apply.[22] Refer to **Table 14** to determine when to apply the initial reduction in coverage, the timeframe when additional premium is due, and the effective date of the increase to the originally requested coverage amount. Again, "within specified timeframes" refers to receipt of additional rating information, if applicable, within 60 days and the additional premium within 30 days, as specified in Table 11.

21. 42 U.S.C. 4015(f).
22. However, if the premium received is insufficient to buy any amount of coverage, the policyholder does not restore the originally requested limits, and a loss occurred before discovery of an incorrect geolocation or flood zone, the insurer must contact FEMA for additional underwriting and claims guidance.

Table 14. Reformation Timeframes and Effective Dates When the Geolocation or Flood Zone Is Incorrect

		GUIDANCE
Effective Date of Reduced Coverage		Date of discovery
Timeframe When Additional Premium Applies		Remainder of the policy term after the date of discovery
Effective Date of Increased Coverage	Additional Premium (and Rating Information) Received *Within* Specified Timeframes	Date of discovery
	Received *But NOT Within* Specified Timeframes	Only by endorsement with a 30-day waiting period

Table 15 describes how the insurer must handle any claim when there is insufficient premium due to an incorrect geolocation or flood zone.[23]

Table 15. How to Handle a Claim Involving Policy Reformation When the Geolocation or Flood Zone Is Incorrect

TIMING OF LOSS	
Before Discovery of Insufficient Premium	After Discovery of Insufficient Premium
The insurer must settle the claim without delay based on the originally requested coverage amount, regardless of whether: • The rating information is sufficient; *or* • It receives additional premium for the remainder of the policy term. However, the insurer may, at the policyholder's option, deduct the additional premium due from the claim payment.	Follow the guidance in Table 13 above.
If the flood zone was incorrect, the insurer must use the correct flood zone for the building location when applying the SFIP's coverage limitations by building type and flood zone.[24] For example, if a policy for a Post-FIRM elevated building was written incorrectly in a non-SFHA (for example, Zone X) and at the time of loss the property was determined to be located in an SFHA (for example, Zone AE), then the insurer must pay the claim in accordance with the coverage limitations applicable to the correct SFHA zone.	

23. 42 U.S.C. 4015(f). FEMA can provide additional claims guidance if a claim was already paid based on incorrect underwriting information.
24 44 CFR Part 61, Appendix A(1)-(3), III.A.8 and III.B.5

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3. How To Write

The focus of this section is how to write new business. The Introduction overviews the NFIP rating methodology and the process for new business. General Rating Information provides guidance on the information and rating variables that FEMA's system uses to generate premium quotes. Condominium Rating Information elaborates on that guidance by explaining how the policy forms and rating variables apply to various scenarios when insuring condominium buildings. Provisional Rating Information addresses situations when FEMA's system is unavailable to provide premium quotes.

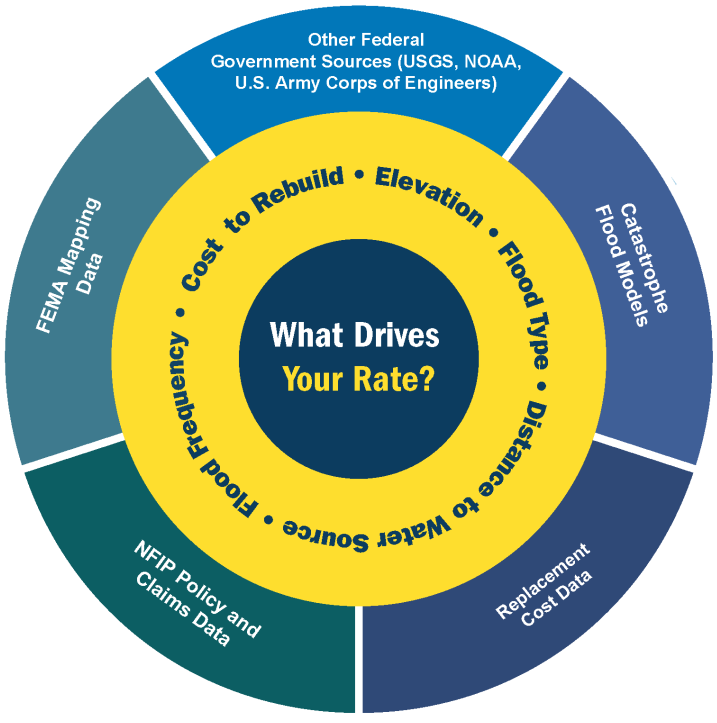
I. Introduction

A. Snapshot of the NFIP Rating Methodology

FEMA develops the NFIP rating methodology in collaboration with catastrophe modeling companies to incorporate industry best practices, technology and modeling to inform better ways of identifying and pricing flood risk. This methodology brings several benefits to individual property owners and their communities:

- Using expert technical capability and tools allows FEMA to better assess a property's unique flood risk.
- This individualized, more accurate picture of risk enables FEMA to provide individuals with easy-to-understand information about what drives their rates.
- Property owners can now make better-informed decisions on purchasing flood insurance and reducing flood risk.
- This methodology also provides states and local governments with a better understanding of risk to help communities and individuals take action and mitigate.

Figure 1. Overview of the NFIP Rating Data Sources and Rating Factors



The NFIP rating methodology calculates a rate based on a series of unique variables and flood hazards for each building, rather than relying on flood zones and Base Flood Elevations to evaluate flood risk for broad classes of properties. The rating variables can be grouped into several broad categories, outlined in Table 1 and discussed in detail under the General Rating Information heading. Table 1 also outlines the other main content in this section.

Table 1. NFIP Rating Information

CATEGORIES	INFORMATION
General Rating Information	
Policyholder and Mortgagee Information	• Policyholder Information • Mortgagee Information
Geographic Location Variables	• Building Location • Community Map Information and Flood Zone • Community Rating System Discount
Structural Variables	• **Building Occupancy and Description** – Building Occupancy – Building Description • **Construction Type** • **Foundation Type** • **First Floor Height** • **Mitigation Discounts** – Machinery & Equipment Above First Floor – Proper Openings • **Floodproofing** • **Replacement Cost Value** – Square Footage – Building Replacement Cost Value • **Claims History** – Prior NFIP Claims – Severe Repetitive Loss Property • **Other Building Factors** – Date of Construction – Number of Elevators – Number of Floors in Building – Floor of Unit – Total Number of Units in Building – Rental Property – Building Over Water – Primary Residence Status

Table 1. NFIP Rating Information *continued*

CATEGORIES	INFORMATION
Coverages and Deductibles	• Maximum Coverage Limits • Increased Cost of Compliance (ICC) Coverage • Deductibles **Note:** The premium is based on the cost per $1,000 of coverage.
Statutory Discounts	• Newly Mapped Discount • Pre-FIRM Discount • Other Statutory Discounts
Assessments, Fees, and Surcharges	• Reserve Fund Assessment • HFIAA Surcharge • Federal Policy Fee • Probation Surcharge
Condominium Rating Information	
Condominium Rating Scenarios	• **Condominium Rating Scenarios** – Condominium Association Coverage for Residential Condominium Building (Scenario #1) – Residential Unit Owner Coverage in Residential Condominium Building (Scenario #2) – Residential Unit Owner Coverage in Non-Residential Condominium Building (Scenario #3) – Condominium Association Coverage for Non-Residential Condominium Building (Scenario #4) – Non-Residential Unit Owner Coverage in Residential or Non-Residential Condominium Building (Scenario #5) • **Applying the Condominium Rating Scenarios**
Provisional Rating Information	
Provisional Rating	• Provisional Rating

B. Process for Writing New Business

Here is a high-level summary of the process for writing new business:

- **Agent** – Using the insurer system, work with the prospective policyholder to complete the Flood Insurance Application Form, determine eligibility for NFIP coverage, and submit the information to FEMA for a quote.
- **FEMA** – Validate eligibility for NFIP coverage, apply geospatial and relevant third-party data, calculate the premium, and send the quote to the insurer system.
- **Agent** – Apprise the prospective policyholder of the total amount due and, if they want to proceed, collect the premium and any supporting documentation and submit it to the insurer.
- **Insurer** – Validate the payment, determine the policy effective date, issue the policy and declarations page, and report policy data to FEMA.

II. General Rating Information

A. Policyholder and Mortgagee Information

1. Policyholder Information

The Application Form asks several questions about the individual or entity insuring the property. Some help ensure the correct type of coverage and policy form; others satisfy federal reporting requirements. The information below will help to indicate the correct "yes or no" answers to these questions.

- ***Is the policyholder a tenant?*** Does the policyholder own the building or are they a renter? This question may help to avoid duplicate coverage by a renter/lessee and the owner of a building. A building can have only one policy with building coverage, which means that the tenant/lessee and owner must be named on the same policy if the tenant/lessee has an insurable interest in the building (see the Insurable Interest heading in Section 2: Before You Start for more information). A tenant must always purchase contents coverage separately.
- ***Is the policyholder a condominium association?*** A condominium association is an entity made up of condominium unit owners, responsible for the maintenance and operation of common elements owned in undivided shares by unit owners and other buildings, in which the unit owners have use rights, and where membership in the entity is a required condition of ownership.
- ***Is the policyholder a small business?*** For reporting purposes, a small business is a commercial (for-profit) enterprise having less than 100 employees total at all locations.
- ***Is the policyholder a non-profit entity?*** For reporting purposes, a non-profit entity is an organization that has been granted tax-exempt status by the Internal Revenue Service (IRS) because it furthers a social cause and provides a public benefit.
- ***Is the policy force-placed by a lender?*** Is this a policy that a lender obtained (force-placed) on a building that is subject to the mandatory purchase of flood insurance requirement but did not have flood insurance coverage? The mandatory purchase requirement applies to buildings that have federally backed mortgages and are located in Special Flood Hazard Areas (SFHAs).

2. Mortgagee Information

Applicants must provide the name, mailing address, and loan number for the first mortgagee and, as applicable, provide any second mortgagee, loss payee, or other information such as disaster assistance.

For condominium association applicants, do not enter the mortgagees for the individual condominium unit owners when applying for coverage under an RCBAP. Individual condominium unit owners submit their individual mortgagee information when applying for unit coverage under the Dwelling Form.

B. Geographic Location Variables

1. Building Location

The building's location informs its eligibility for NFIP flood insurance coverage, beginning with its location in a participating NFIP community. Identifying the precise location of a building is also essential to determining its unique flood hazards.

a. Property Address

A property address is required for every policy, which is usually a street address but may be a descriptive address:

- **Street Address** is the best and preferred method; it includes the street number and street name (Address Line 1), unit or apartment number (Address Line 2), city or county name, state, and zip code (Address Line 3). Use standard United States Postal Service (USPS) abbreviations.
- **Other (Descriptive Address)** – If a street address is unavailable, a descriptive address in the form of a rural route or a legal description is acceptable. This field also may be used when more information is needed to distinguish between multiple buildings at the same address (see Multiple Buildings at the Same Address below).
  - A rural route is one established and recognized by the USPS for mail delivery in a country (non-urban) free delivery area.
  - A legal description is a method of locating or describing land in relation to the public land survey system. It should be used only for buildings or subdivisions under construction or where a street address is not available. Legal descriptions also may include the lot and block number as provided by the community; some use metes and bounds to identify the boundaries of a property.

b. Geolocation

Typically, FEMA will successfully geolocate the provided property address. Insurers also have the option to provide the building's latitude and longitude. FEMA will prompt the insurer (or agent) to submit the building's latitude and longitude (or use the values they already provided) to enable geolocation if either:

- FEMA cannot geocode the street address or descriptive address; *or*
- FEMA's geocoding tool is unavailable.

Latitude and Longitude – Latitude denotes the north and south coordinates of the location, and longitude measures the east and west coordinates. The insurer (or agent) 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. Insurers are responsible for reviewing and validating latitude and longitude coordinates entered by agents.

Table 2. Requirements for Latitude and Longitude Coordinates

Latitude: _____ (decimal degrees*, at least 5 decimal places, leading minus sign (–) for south values)

Longitude: _____ (decimal degrees*, at least 5 decimal places, leading minus sign (–) for west values)

Datum: □ WGS 84 (common for phones, mapping websites, GPS) □ NAD 83 (less common)

- Location should be near the center of the structure or near the front door.
- Coordinates from the EC are preferred if they are available and can be supplied in the above manner.

Example: Latitude: 38.88948 Longitude: –77.03523 Datum: □ WGS 84

Note: If the agent needs to clarify which of multiple buildings at the address the policyholder wants to insure, see Multiple Buildings at the Same Address below.

Latitude and longitude coordinates are not a means for distinguishing between multiple buildings at one address.

Using the property geolocation derived from street address or latitude and longitude, FEMA can systematically determine certain rating variables, including specific flood hazards based on the building's distance from various flooding sources. In the rare event that FEMA's system is unavailable (see the Latitude and Longitude guidance above for situations when only FEMA's geocoding capability is unavailable), then the insurer can still issue the policy using provisional rates. For more information see the Provisional Rating Information heading later in this section.

c. Multiple Buildings at the Same Address

Specific property location information helps to ensure coverage of the correct building when there are multiple buildings at the same address. Correct identification of the building is especially important for proper claim adjustment following a flood loss.

If there is more than one building at the location of the insured property, use the Application Form's Building Location section to clearly identify the building being insured under this policy. For example, five buildings with the same property location may be insured with separate policies. If necessary, use identifiers such as Building A, B, or C, or "Smith Hall", in the second line of the street address to distinguish the buildings. Also select the Building Description that best corresponds to the insured building. If there are multiple buildings at the same address and the specific building identification is not clear, a photo of the building or a sketch showing the location of the building on the property to be insured should be retained in the policy file. This will help in proper identification of the insured building for the adjustment of claims, especially for multiple non-residential buildings at the same location.

2. Community Map Information and Flood Zone

The community in which a property is located can affect certain aspects of both coverage and rating, so it is important to obtain accurate community information. The Application Form requires current community map information including the community number and map panel, current flood zone shown on the map, the map date, and whether the community is in the NFIP's Regular or Emergency Program. See Appendix D: Flood Maps for more detailed information on flood maps and flood zones.

FEMA expects insurers to provide map and flood zone information and validate it at the next renewal following a map change. Although flood zones are no longer a rating element for NFIP rates, they remain relevant to NFIP coverage and rating for several reasons:

- Federally-regulated lenders enforce the flood insurance mandatory purchase requirement for properties located in SFHAs.[1]
- Communities document and enforce compliance with local floodplain management ordinances and laws tied to flood zones.[2]
- Eligibility for Newly Mapped discounts is based in part on location inside or outside an SFHA.[3]
- Eligibility for Zone AR and Zone A99 discounts[4] is based on the process of restoration of non-accredited flood protection systems in those zones.

1. 42 U.S.C. § 4012a
2. 44 CFR Subpart A
3. 42 USC § 4015(i)
4. 4014(e)&(f) and Biggert-Waters Flood Insurance Reform Act of 2012, Pub. Law No. 112-141, Div. F., Title II § 100230; 126 Stat. 946-949 (2012), as amended

- Eligibility for residential and non-residential floodproofing discounts is based in part on flood zone.[5]
- When using an EC to provide a First Floor Height value, FEMA's guidance on which data fields to provide on the Application Form varies depending on the flood zone.
- The NFIP insures an enclosure under a Post-FIRM elevated building if located outside an SFHA but not if located within an SFHA.[6] The flood zone at the time of loss determines how elevated building coverage limitations are applied.
- While flood zones do not directly affect eligibility for Community Rating System discounts, rules around floodplain management violations tied to location inside or outside an SFHA can make a property ineligible for a CRS discount.

3. Community Rating System (CRS) Discount

a. General Information

The Community Rating System (CRS) is a voluntary incentive program for communities participating in the NFIP. The CRS offers NFIP premium discounts in communities that develop and execute extra measures beyond minimum floodplain management requirements to provide protection from flooding. The CRS discount applies uniformly across the community, with the exceptions noted below.

b. Policies Ineligible for CRS Discounts

The following policies are not eligible for CRS discounts:

- Emergency Program Policies
- Group Flood Insurance Policies
- Provisionally Rated Policies
- Buildings not in compliance with community floodplain management regulations or that have known floodplain management violations are ineligible for the CRS premium discount. In particular, this ineligibility applies to policies for Post-FIRM buildings located in an SFHA where the elevation difference used for rating is at least 1 foot or more below the BFE, with the following exceptions:
  - Post-FIRM V-Zone buildings with unfinished breakaway wall enclosures and machinery or equipment at or above the BFE.
  - A building with a subgrade crawlspace with certification from a community official. The letter signed by the community official that certifies a subgrade crawlspace exception must contain the following statement:

    "I certify that the building located at ___(INSERT ADDRESS)___ has a crawlspace that was built in compliance with the NFIP requirements for crawlspace construction as outlined in FEMA Technical Bulletin 11-01, Crawlspace Construction for Buildings Located in Special Flood Hazard Areas."

FEMA maintains a list of properties that are in violation of floodplain management standards. These properties are ineligible for the CRS discount. A policyholder can request a change to their CRS discount eligibility status by contacting their community Floodplain Administrator (FPA) to determine the appropriate documentation required to show compliance (details can be found here). Upon review of the documentation and determination that the structure is compliant with the floodplain management standards, the community FPA contacts their State NFIP Coordinator or FEMA Regional office to remove the property from the CRS Discount

5. 42 USC § 4014(a)(1)(A)(ii); 42 U.S.C. § 4102(d); 44 CFR § 60.6(c)
6. 44 CFR Part 61, Appendix A(1)-(2), III.A.8 & B.5; 44 CFR Part 61, Appendix A(3), III.A.8 & B.4

Exclusion list. Once the FEMA Regional office concurs with the community's determination on the violation resolution, the FEMA Regional office will contact FEMA headquarters Floodplain Management Division to request an update to the property's CRS discount eligibility status.

c. CRS Classes and Discounts

The CRS recognizes measures for flood protection and flood loss reduction. The four main activity categories include Public Information, Mapping and Regulation, Flood Damage Reduction, and Flood Preparedness.

To participate in the CRS, a community must complete and submit an application to FEMA. Subsequently, FEMA reviews the community's floodplain management efforts and assigns the appropriate CRS classification based on credit points earned for various activities. A community's classification may change depending on the level of continued floodplain management efforts. Classifications range from 1 to 10 and determine the premium discount for eligible flood insurance policies (see Table 3 below). All community assignments begin at Class 10 with no premium discount. Communities with a Class 1 designation receive the maximum 45 percent premium discount.

Note: If, midway through a policy term, a community's CRS class changes or a policy's eligibility for a CRS discount changes, any resulting adjustment to the CRS discount applies at the next policy renewal and is not subject to the statutory annual increase cap.

Table 3 shows the available CRS premium discounts based on community CRS class.

Table 3. CRS Premium Discounts By Class

CLASS	DISCOUNT	CLASS	DISCOUNT
1	45%	**6**	20%
2	40%	**7**	15%
3	35%	**8**	10%
4	30%	**9**	5%
5	25%	**10**	–

d. CRS Community Status Information

A list of all current CRS eligible communities and their status can be found at: https://www.fema.gov/flood-insurance/rules-legislation/community-rating-system.

C. Structural Variables

1. Building Occupancy & Description

a. Building Occupancy

Building Occupancy is a key factor that determines which policy form to use, which specific rating factors apply, as well as the policy's maximum coverage limits and deductible options. The NFIP recognizes nine different Building Occupancies, discussed in Tables 4 and 5. **Table 4** explains which Building Occupancy to select when buying building or contents coverage for a building or unit.

Table 4. Building Occupancy: Building or Contents Coverage for a Building or Unit

OCCUPANCY	DEFINITION
Single-Family Dwelling	
Single-Family Home	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). **Notes:** • This Building Occupancy should not be used for a residential unit in any building or any manufactured/mobile home or travel trailer. These occupancies are listed separately below. • The NFIP defines a townhouse or rowhouse as 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. For more information, see the Single and Multiple Buildings heading in Section 2: Before You Start. • Examples of non-residential uses within a residential single-family building include an office, private school, studio, or small service operation. • See RCBAP eligibility rules under the Condominium Rating Information heading in this section (Scenario #1).
Residential Manufactured/ Mobile Home	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: • **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; *or* • **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. • A manufactured home or mobile home is not a "modular" building. Modular building construction is regulated by the same local and state rules that apply to site-built buildings.
Residential Unit	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: • Residential or non-residential condominium building; *or* • Residential or non-residential building not in condominium ownership (for example, an apartment building or cooperative building); *or* • Townhouse or rowhouse in condominium ownership (if insured as a unit as opposed to an entire building). If insuring as an entire building, see the Residential Condominium Building row below for additional information.
Multifamily Building	
Two-to-Four Family Building	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. This category includes the following buildings (but excludes buildings where the normal occupancy of a guest or resident is less than 6 months): • Apartment buildings • Assisted-living facilities • Condominium buildings (if not eligible for the RCBAP) • Cooperative buildings • Dormitories • Hotels and motels

Table 4. Building Occupancy: Building or Contents Coverage for a Building or Unit *continued*

OCCUPANCY	DEFINITION
Two-to-Four Family Building *continued*	• Rooming houses • Tourist homes **Note:** See RCBAP eligibility rules under the Condominium Rating Information heading in this section (Scenario #1).
Other Residential Building	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. This category includes the following buildings (but excludes buildings where the normal occupancy of a guest or resident is less than 6 months): • Apartment buildings • Assisted-living facilities • Condominium buildings (if not eligible for the RCBAP) • Cooperative buildings • Dormitories • Hotels and motels • Rooming houses • Tourist homes **Note:** See RCBAP eligibility rules under the Condominium Rating Information heading in this section (Scenario #1).
Residential Condominium Building	
Residential Condominium Building	Select this Building Occupancy if all the following are true: • The policyholder is a condominium association; • The policy will 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) with one or more units; *and* • The building is in a Regular Program community. **Notes:** • The criteria for RCBAP eligibility define the Residential Condominium Building Occupancy. The RCBAP Form must be used to insure a building that meets the Residential Condominium Building definition. See additional information under the Condominium Rating Information heading (Scenario #1), including what Building Occupancy to select if ineligible for the RCBAP. • When determining non-residential uses, exclude the common areas of the building from the building's total floor area. Exclude areas such as garages, lobbies, recreation rooms, storage/utility rooms, and hallways when determining residential use of a condominium building.
Non-Residential	
Non-Residential Building	A building where the primary use is commercial or non-habitational. This category includes, but is not limited to the following: • A building in which the policyholder is a commercial enterprise primarily carried out to generate income, and the coverage is for: – A building used as an office, retail space, wholesale space, factory, hospitality space, or for similar uses; *or* – A building not used for habitation or residential uses.

Table 4. Building Occupancy: Building or Contents Coverage for a Building or Unit *continued*

OCCUPANCY	DEFINITION
Non-Residential Building *continued*	• A mixed-use building in which the total floor area devoted to non-residential uses is: – 50 percent or more of the total floor area within the building, if a single-family building; *or* – 25 percent or more of the total floor area within the building for all other buildings. • The following buildings where the normal occupancy of a guest or resident is less than 6 months: – Apartment buildings – Assisted-living facilities – Condominium buildings (if not eligible for the RCBAP) – Cooperative buildings – Dormitories – Hotels and motels – Rooming houses – Tourist homes • Other buildings not used for habitation including, but not limited to the following: – Agricultural buildings – Detached garages – Non-residential condominium buildings – Houses of worship – Recreation buildings (including pool houses and clubhouses) – Schools – Storage or tool sheds – Strip malls • A non-residential townhouse or rowhouse. **Note:** If insuring a non-residential townhouse or rowhouse in the condominium form of ownership as a unit, select the Non-Residential Unit occupancy.
Non-Residential Manufactured/ Mobile Building	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: • A manufactured/mobile building built on a permanent chassis, transported to a site in one or more sections, and affixed to a permanent foundation; *or* • 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. • A manufactured building or mobile building is not a "modular" building. Modular building construction is regulated by the same local and state rules that apply to site-built buildings.
Non-Residential Unit	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: • Residential or non-residential building (whether or not in condominium ownership); *or* • Townhouse or rowhouse in the condominium form of ownership (if insured as a unit as opposed to an entire building). **Note:** If insuring a non-residential townhouse or rowhouse in the condominium form of ownership as an entire building, select the Non-Residential Building Occupancy.

Table 5 explains which Building Occupancy to select when insuring residential or non-residential contents on a separate policy.

Table 5. Building Occupancy: Contents Coverage on a Separate Policy

Type of Contents	Residential Building	Non-Residential Building
Residential Contents	**Building Occupancy to Select:** (see guidance in Table 4 above) • Single-Family Home • Residential Manufactured/ Mobile Home • Residential Unit • Two-to-Four Family Building • Other Residential Building • Residential Condominium Building **Applicable Policy Form:** (based on the Building Occupancy selected) • Dwelling Form • General Property Form	**Building Occupancy to Select:** (select the residential Building Occupancy that best characterizes the physical form of the non-residential building or unit the contents are located in) • Single-Family Home • Residential Manufactured/Mobile Home • Residential Unit **Applicable Policy Form:** • Dwelling Form
Non-Residential Contents	**Building Occupancy to Select:** (select the non-residential Building Occupancy that best characterizes the physical form of the residential building or unit the contents are located in) • Non-Residential Building • Non-Residential Manufactured/ Mobile Building • Non-Residential Unit **Applicable Policy Form:** • General Property Form	**Building Occupancy to Select:** (see guidance in Table 4 above) • Non-Residential Building • Non-Residential Manufactured/ Mobile Building • Non-Residential Unit **Applicable Policy Form:** • General Property Form

b. Building Description

When completing the Application Form, enter the Building Description that best corresponds to the building to be insured by this policy. This is important in specifying what type of Residential Unit is being insured, identifying whether a non-residential building is commercial, and distinguishing multiple buildings at the same address. **Table 6** below lists the different types of buildings and includes a brief description of each. Please reference **Table 4** above for additional details related to the Building Description.

Table 6. Building Description Options

Building Type	Description
Residential	
Entire Apartment Building	A residential building containing multiple residential units that is not in condominium or cooperative ownership.
Apartment Unit	A single residential unit within an apartment building.

Table 6. Building Description Options *continued*

Building Type	Description
Entire Cooperative Building	A residential building owned by a corporation; residents buy shares of the corporation, rather than the real estate (building, land, or both building and land).
Cooperative Unit	A shareholder's residential unit within a cooperative building.
Detached Guest House	A secondary house that shares the building lot of a larger, primary house.
Main Dwelling	A residential building that is the main dwelling on the property, as opposed to any secondary dwelling such as a detached guest house.
Entire Residential Condominium Building	A residential building in that form of ownership in which each unit owner has an undivided interest in common elements.
Residential Condominium Unit (in Residential Building)	A residential condominium unit in a *residential* condominium building.
Residential Condominium Unit (in Non-Residential Building)	A residential condominium unit in a *non-residential* condominium building.
Other Dwelling Type	Please describe on the Application Form.
Non-Residential	
Agricultural Building	A building used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock.
Commercial	A non-habitational building, manufactured/mobile building, or unit used as an office, retail space, wholesale space, hospitality space, or for similar uses.
Detached Garage	A non-habitational, accessory building at the same property location as a main dwelling or other building but insured separately. Designed for storage of a motorized vehicle and used only for parking and storage.
Government-Owned	A building owned by any government entity.
House of Worship	A church, temple, synagogue, mosque, or other building set apart primarily 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.
Recreation Building	A building designed for non-habitational uses and that does not qualify as a commercial building. Examples include clubhouses and poolhouses.
Storage/Tool Shed	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.
Other Non-Residential Type	Please describe on the Application Form.

c. Manufactured/Mobile Homes

As described in **Table 4** above, the Building Occupancy for manufactured/mobile homes (including travel trailers) eligible for NFIP coverage (see the Building Eligibility

heading in Section 2: Before You Start) may be residential or non-residential, depending on their use. Table 4. Buildings the NFIP Insures, in Section 2 provides eligibility criteria for manufactured/mobile homes, including specific anchoring requirements and installation standards. In addition, the insurer must:

- Record the identification number (serial number) of the manufactured/mobile home on the Application Form; *and*
- When providing the square footage of the manufactured/mobile home in the appropriate section of the Application Form, include the square footage of any permanent additions or extensions.

2. Construction Type

If the Building Occupancy is a Single-Family Home or a Two-to-Four Family Building, determine the building's Construction Type based on the construction used for the wall on the building's first floor. The Construction Type rating factor only applies to the Single-Family Home or a Two-to-Four Family Building Occupancy and does not apply to other occupancies, such as residential unit or manufactured/mobile home. **Table 7** provides guidance on how to determine the Construction Type.

Table 7. Construction Type Determination

Construction Type	Guidance
Frame	Use Frame as the Construction Type when: • 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 construction.
Masonry	Use Masonry as the Construction Type when the first full floor above ground level is constructed with masonry materials such as brick (not brick veneer), or concrete block walls for the full floor. **Note:** If the bottom floor is masonry (such as a basement, walkout level, or crawlspace), and the next higher floor has frame construction, use Frame as the Construction Type.
Other	Use Other as the Construction Type when: • The first floor above ground level is constructed with materials other than wood or metal 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).

3. Foundation Type

FEMA recognizes six foundation type options which must be entered on the Application Form. The foundation types are:

- Slab on Grade (Non-Elevated)
- Basement (Non-Elevated)
- Elevated Without Enclosure on Posts, Piles or Piers
- Elevated With Enclosure on Posts, Piles or Piers
- Elevated With Enclosure Not on Posts, Piles, Piers (Solid Foundation Walls)
- Crawlspace (Elevated or Non-Elevated Subgrade Crawlspace)

These foundation types are described below and illustrated in **Tables 8–13**. Each foundation type identifies a building as non-elevated or elevated. The foundation type also corresponds with the Building Diagrams shown on the Elevation Certificate (EC) form in Appendix B: Forms.

a. Non-Elevated Building

A non-elevated building is a building with a:

- Slab-on-grade foundation with wood or metal frame walls on the first floor; *or*
- Basement or below grade (subgrade) crawlspace foundation.

Note: A basement is any area of the building, including any sunken room or sunken portion of a room, that has its floor below ground level (subgrade) on all sides. A building has a subgrade crawlspace if the subgrade under-floor area is no more than 5 feet below the top of the next higher floor (living floor) and no more than 2 feet below the Lowest Adjacent Grade (LAG) (lowest point of the ground level immediately next to a building) on all sides. Coverage limitations may apply. See the Standard Flood Insurance Policy for details.

Tables 8 and **9** describe the Slab on Grade (Non-Elevated) and Basement (Non-Elevated) foundation types.

Table 8. Foundation Type – Slab on Grade (Non-Elevated)

A building whose foundation is slab-on-grade or slab-on-stem-wall with fill.		
 One floor, slab on grade	 Slab with attached garage	 Crawlspace with converted garage or attached finished room
 Stem wall	 Two floor frame wall both floors	 Three or more floors on slab

Elevation Certificate Building Diagram Distinguishing Features	**Diagram 1A:** The bottom floor is at or above ground level (grade) on at least one side. **Diagram 1B:** The bottom floor is at or above ground level (grade) on at least one side on slab-on-grade or slab-on-stem wall with fill. **Diagram 3:** Split-level building; the bottom floor (excluding garage) is at or above ground level (grade) on at least one side.

Table 8. Foundation Type – Slab on Grade (Non-Elevated) *continued*

A building whose foundation is slab-on-grade or slab-on-stem-wall with fill.	
Building Indicators	• The building is constructed with wood or metal frame walls and encompasses the full footprint of the building with a slab-on-grade foundation. • The building is one floor with any wall type and no airspace between the ground and lowest floor of the building. For example, a one floor building on grade with masonry/cinder block walls. • If slab-on-grade, there is no airspace between the ground and the lowest floor of the building. • This foundation type includes a building with a dual foundation. For example, an elevated building with a crawlspace or enclosure with an attached converted garage or attached finished room where the floor of the converted garage or attached finished room is equal to or lower than the enclosure floor. • The building has a stem-wall foundation. A building with a stem-wall foundation has concrete/masonry walls (for example, concrete block or poured concrete walls) that extend from a footing to the building's lowest floor. The area inside the foundation perimeter is filled and there is no air space below the building's lowest floor. **Note:** To help determine whether a building is slab-on-grade/non-elevated or elevated, a community official may have information about the floodplain management requirements that were in place when the building was built.

Table 9. Foundation Type – Basement (Non-Elevated)

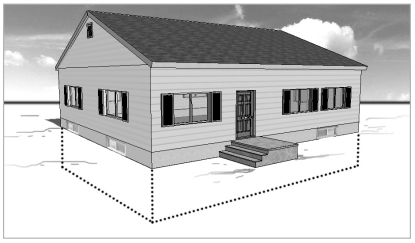
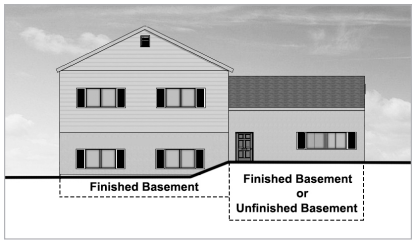
A non-elevated building that has a floor or any area of the building, including any sunken room or portion of a room, below the ground level (subgrade) on all sides.	
 Basement building	 Split level with basement
Elevation Certificate Building Diagram Distinguishing Features	**Diagram 2A:** The bottom floor (basement or underground garage) is below ground level (grade) on all sides. **Diagram 2B:** The bottom floor (basement or underground garage) is below ground level (grade) on all sides; most of the height of the walls are below ground level on all sides and the door and area of egress is also below ground level on all sides. **Diagram 4:** Split-level building; the bottom floor (basement or underground garage) is below ground level (grade) on all sides.

Table 9. Foundation Type – Basement (Non-Elevated) *continued*

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.	
Building Indicators	• The building, including split-level, has a floor that is below grade on all sides even if the floor is used for living purposes, or as an office, garage, workshop, etc. • If the building has a subgrade crawlspace and 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 on all sides, describe the foundation type as a basement. **Note:** If the building has a "walkout basement," refer to foundation type Elevated with Enclosure Not Posts, Piles, Piers.

b. Elevated Building

An elevated building is a building that:

- Has no basement; *and*
- Has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Elevated buildings are generally elevated with the following elevating foundation types:

- **Posts, Piles, Piers, and Columns:** Reinforced masonry piers or concrete piers or columns.
  - Buildings elevated with posts, piles, piers, and columns often have a parking area, garage, or enclosed area below the elevated floor that has a concrete slab floor. These buildings are considered elevated for NFIP insurance purposes.
- **Foundation Walls**:
  - Masonry walls, poured concrete walls, or precast concrete walls – regardless of height – that extend above grade and support the weight of a building.
  - Buildings with multiple floors with knee foundation walls below the elevated floor (e.g., foundation walls not constructed the full height of the area between the lowest elevated floor and the grade, with wood-frame or studs attached above the foundation wall), are considered elevated buildings for rating purposes. However, if the knee walls are supported on a slab foundation, the building is non-elevated.
- **Shear Walls:**
  - Shear walls are for structural support and not structurally joined or enclosed at the ends, except by breakaway walls.
  - Reinforced concrete or wood shear walls used as the method of elevating a building are normally parallel (or nearly parallel) to the expected flow of floodwaters.

Table 10 describes the Elevated Without Enclosure on Posts, Piles, or Piers foundation type.

Note: Coverage limitations may apply. See the Standard Flood Insurance Policy for details.

Table 10. Foundation Type – 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.		
 Elevated no enclosure	 Elevated hanging floor	 Elevated with lattice
 Elevated with utility chase	 Mobile home with skirting	
Elevation Certificate Building Diagram Distinguishing Features	**Diagram 5:** The area below the elevated floor is open, with no obstruction to flow of floodwaters (open lattice work and/or insect screening is permissible).	
Building Indicators	• Hanging floors are walled-in floor areas beneath an elevated building that do not extend to the ground. The top of the hanging floor is considered the first floor. • A mobile home with skirting around frame perimeter. • FEMA does not consider a small enclosed area (a utility chase) below the lowest floor to be an enclosure if all the following criteria are met: – It is the minimum size necessary to protect the building utilities (for example, plumbing, pipes, wiring, HVAC supply/return lines); – It is constructed with flood-damage-resistant materials; – There are no mechanical or electrical equipment inside the enclosed area; *and* – There is not enough space for a person to enter into the enclosed area.	

c. Elevated Building with an Enclosure

Other elevated buildings have enclosures under the lowest elevated floor.

i. Definition of an Enclosure

An enclosure is that portion of an elevated building below the lowest elevated floor that is either partially or fully enclosed by rigid walls. The following are examples of enclosures:

- A garage, storage, or utility room below the elevated floor of an elevated building.
- A garage, storage, or utility room attached and next to an elevated building with the enclosure floor lower than the elevated floor.
- An enclosed crawlspace below the lowest elevated floor.

ii. Enclosure Wall Types

An enclosure may be enclosed with any of the following:

- Solid wood frame walls
- Masonry walls
- Breakaway walls

Note: Enclosures enclosed with insect screening with no additional support, plastic lattice, or wooden or plastic slats or shutters are treated as no enclosure. See Table 10: Elevated Without Enclosure.

Tables 11 and **12** describe the Elevated With Enclosure on Posts, Piles, or Piers and Elevated With Enclosure Not on Posts, Piles, or Piers foundation types.

Table 11. Foundation Type – Elevated With Enclosure on Posts, Piles, or Piers (With an Enclosure Below the Elevated Floor)

A building that has its lowest floor raised above the ground by posts, piles, piers, columns, or parallel shear walls with an enclosure below the elevated floor.		
		
Elevated with a garage	Elevated with a bedroom below the elevated floor	Elevated on posts, piles, or piers with a properly vented partial enclosure
Elevation Certificate Building Diagram Distinguishing Features	**Diagram 6:** The area below the elevated floor is enclosed, either partially or fully, with or without openings present in the walls of the enclosure.	
Building Indicators	• The building is elevated on piers, posts, piles, columns, or parallel shear walls and there is an enclosed storage area or garage below the elevated floor. • The building is elevated on piers, posts, piles, columns, or parallel shear walls and there is a finished area (for example, a bedroom or bathroom) below the elevated floor.	

Table 12. Foundation Type – 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.



Walkout Basement



Two floor building with a full floor solid perimeter foundation for the first story and a frame construction for the second floor.

Elevation Certificate Building Diagram Distinguishing Features	**Diagram 7:** The area below the elevated floor is enclosed, either partially or fully, with or without openings present in the walls of the enclosure. The building is elevated on full-story foundation walls.
Building Indicators	• The building may have a walk-out level, where at least one side is at or above grade. • The principal use of the building is located on the elevated floors of the building. • The building has no basement (no portion of the building is below the ground on all sides). If the building has a floor below the ground on all sides refer to the Basement or Crawlspace foundation types. • A multi-floor building that has a lowest floor with walls made of masonry or concrete blocks and the lowest floor is only used for storage, parking, or building access is an elevated building.

d. Crawlspace

Table 13 describes the Crawlspace foundation type.

Table 13. Foundation Type – Crawlspace

A building that has its lowest floor raised above the ground by a crawlspace.



Crawlspace with attached garage



Subgrade crawlspace



Subgrade crawlspace with attached garage

Table 13. Foundation Type – Crawlspace *continued*

A building that has its lowest floor raised above the ground by a crawlspace.	
Elevation Certificate Building Diagram Distinguishing Features	• **Diagram 8:** The area below the first floor is enclosed by solid or partial foundation perimeter walls. If the building has an above grade crawlspace, the crawlspace floor is no more than 5 feet below the top of the next higher floor above the crawlspace. If the difference between the crawlspace floor and floor above the crawlspace is more than 5 feet, then refer to Diagram 7 (Elevated with Enclosure Not on Posts, Piles, or Piers). • **Diagram 9:** The bottom (crawlspace) floor is below ground level (grade) on all sides. If the building has a subgrade crawlspace, the crawlspace floor must be within 2 feet below the grade and the crawlspace floor is no more than 5 feet below the top of the next higher floor (above the crawlspace). If the difference between the crawlspace floor and floor above the crawlspace is more than 5 feet, or if the crawlspace floor is more than 2 feet below the grade, then refer to Diagram 2 (Basement). **Note:** An elevated building that has a crawlspace foundation with an attached slab-on-grade finished room or attached slab-on-grade garage converted to a living area is considered the Slab on Grade foundation type.
Building Indicators	A building with a crawlspace foundation may have an attached garage.

4. First Floor Height

a. General Information

The First Floor Height (FFH) is the height of the building's first lowest floor above the adjacent grade.

The FFH is determined by FEMA, or the policyholder has the option to provide an EC. If the policyholder provides an EC, FEMA's system compares the premium using elevation information from the EC with the premium using FEMA-sourced FFH and elevation data. After this comparison, FEMA returns the lowest premium for the policyholder. Providing EC information will not increase a premium.

Table 14 shows what floor the NFIP uses for the FFH measurement based on the foundation type selected.

The FFH is not used to determine the number of floors in the building. See Number of Floors in Building in Section 3, for information about determining the number of floors.

Table 14. First Floor Height Measurement by Foundation Type

Foundation Type	EC Diagram Number	Floor Used for First Floor Height Measurement
 **Slab on Grade (Non-Elevated)**  **Slab on Grade with an attached garage (Non-Elevated)**	**1A, 1B, and 3**	Use the first floor of the building. If the garage has been converted to living space, use the garage floor. If an Elevation Certificate (EC) is used to determine the FFH and the FFH is greater than 12 feet above the adjacent grade for a slab on grade, then documentation such as a photograph supporting the FFH must be in the policy file.
 **Basement (Non-Elevated)**	**2A, 2B, and 4**	Use the first floor above the basement. If an EC is used to determine the FFH and the FFH is greater than 12 feet above the adjacent grade for a basement, then documentation such as a photograph supporting the FFH must be in the policy file.
 **Elevated without Enclosure on Posts, Piles, or Piers**	**5**	Use the first elevated floor, including hanging floor if applicable. If an EC is used to determine the FFH and the FFH is greater than 20 feet above the adjacent grade for an elevated building without an enclosure, then documentation such as a photograph supporting the FFH must be in the policy file.

Table 14. First Floor Height Measurement by Foundation Type *continued*

Foundation Type	EC Diagram Number	Floor Used for First Floor Height Measurement
 **Elevated with Enclosure on Posts, Piles, or Piers**	**6**	**Use the enclosure floor if:** • Pre-FIRM building (any zone); • In a Non-Special Flood Hazard Area; *or* • In Zone Unnumbered A, A99, AO, AR/AO or Unnumbered V. **Use the elevated floor or mid-level entry if:** • Post-FIRM building; *and* • In Zones A1–A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1–A30, V1–V30, or VE If an EC is used to determine the FFH and the FFH is greater than 20 feet above the adjacent grade for an elevated building with an enclosure, then documentation such as a photograph supporting the FFH must be in the policy file.
 **Elevated with Enclosure Not on Posts, Piles, or Piers (Solid Foundation Walls)**	**7**	**Use the enclosure floor if:** • Pre-FIRM building (any zone); • In a Non-Special Flood Hazard Area; *or* • In Zones Unnumbered A, A99, AO, AR/AO or Unnumbered V. **Use the elevated floor or mid-level entry if:** • Post-FIRM building; *and* • In Zones A1–A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1–A30, V1–V30, or VE. If an EC is used to determine the FFH and the FFH is greater than 20 feet above the adjacent grade for an elevated building with an enclosure, then documentation such as a photograph supporting the FFH must be in the policy file.
 **Elevated Crawlspace**	**8**	Use the first floor above the crawlspace.
 **Subgrade Crawlspace**	**9**	Use the first floor above the crawlspace.

b. FEMA Determined First Floor Height

FEMA will determine a FFH value using application information and various datasets.

c. Elevation Certificate/Land Survey

The policyholder can optionally provide an EC (or land survey completed by a licensed engineer) to provide data for a FFH value by using Sections C, E or H of the NFIP EC form. Tables 15 and 16 show the steps to take when completing the FFH Determination portion of the Application Form as well as how to determine the elevations to use when calculating the FFH. All ECs and land surveys must be certified and accompanied by photographs. See Documentation Required below for additional documentation requirements.

i. Using Section C of the NFIP EC Form to Determine FFH

A policyholder may provide an EC with Section C completed by a licensed surveyor, architect, or engineer.

- NFIP requires the LAG and diagram number for all new business.
- Conversion of elevation datums is not required for rating purposes but the elevations must be the same datum.
- The policyholder or policyholder's representative must return the EC to the surveyor, engineer, architect, or community official completing the form to provide missing information in any part of Section A or C of the EC.
- The building elevation information contained in Section C (Survey Required) appears in feet, except in Puerto Rico, where it appears in meters. Before calculating the elevation difference, convert all metric elevation measurements to feet (1 m = 3.28084 ft.).
- Item C2.a of the EC may remain blank if the surveyor, engineer, or architect cannot gain access to the crawlspace to obtain the elevation of the crawlspace floor. Preparers should enter the estimated measurements in the comments area of Section D.
- If any elevations (Lowest Floor Elevation (LFE), LAG, etc.) are shown in hundredths or greater (e.g., 10.572), apply the truncation rule to the elevation (i.e., drop all measurements beyond tenths of a foot). If the Lowest Floor is 10.572, truncate the elevation to 10.5, or if the elevation is 2.0185, truncate to 2.0.

Table 15 shows the elevation in Section C of the NFIP EC form (see Appendix B: Forms) to report as the LFE.

Table 15. Completing the Application Form Using Section C of the Elevation Certificate (EC)

STEP	GUIDANCE
1.	Enter the EC date
2.	Enter the Building Diagram Number (Item A7 of the EC).
3.	Enter the LAG (Item C2.f of the EC).
4.	Enter the LFE. See below for guidance.

Table 15. Completing the Application Form Using Section C of the Elevation Certificate (EC) *continued*

STEP	GUIDANCE	
	Determine the Lowest Floor Elevation (LFE) Using Section C of the EC	
	EC Diagram Number and Scenario	**Elevation to Report as the LFE**
	EC Diagram Number: 1A, 1B, 3 or 5 **Scenario:** Non-elevated building on slab or elevated without an enclosure.	C2.a = LFE *If C2.a is not provided C2.c can be used:* Add 1 foot to C2.c (for both residential and non-residential buildings). C2.c + 1 = LFE
	EC Diagram Number: 2, 2B, or 4 **Scenario:** Non-elevated building with basement.	C2.b = LFE *If C2.b is not provided 8 feet can be added to C2.a:* Add 8 feet to C2.a C2.a + 8 = LFE
	EC Diagram Number: 6 or 7 **Scenario:** Elevated building with an enclosure *and* • Is Pre-FIRM (in any zone); *or* • In a Non-Special Flood Hazard Area; *or* • In Zone Unnumbered A, A99, AO, AR/AO or Unnumbered V.	C2.a = LFE *If C2.a is not provided C2.c can be used:* Add 1 foot to C2.c (for both residential and non-residential buildings). C2.c + 1 = LFE
	EC Diagram Number: 6 or 7 **Scenario:** Elevated building with an enclosure *and* • Is Post-FIRM; *and* • In Zone A1–A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1–A30, V1–V30, or VE.	C2.b = LFE *If C2.b is not provided C2.c can be used:* Add 1 foot to C2.c (for both residential and non-residential buildings). C2.c + 1 = LFE
	EC Diagram Number: 8 or 9 **Scenario:** Building with a crawlspace or subgrade crawlspace.	C2.b = LFE
5.	Enter the First Floor Height (FFH) in feet. The FFH is the difference between the LAG and LFE.	

ii. Using Section E or H of the NFIP EC Form to Determine First Floor Height

Prior to the addition of the new Section H to the EC, guidance allowed the use of Section E for FFH. However, if using the new NFIP EC form, FEMA recommends using the new EC Section H for FFH for all flood zones. Use Section E if the building is located in Zone AO, Zone AR/AO or Zone A (without BFE) and the Certificate is being completed to document compliance with local floodplain management requirements, or it may still be used to determine the FFH using older ECs. These sections can be completed by the property owner, owner's authorized representative, or local floodplain management official.

Table 16 provides guidance on completing the application if section E or H are completed on the EC for the FFH.

Table 16. Completing the Application Form Using Section E or H of the Elevation Certificate (EC)

STEP	GUIDANCE
1.	Enter the EC date.
2.	Enter the Building Diagram Number (Item A7. of the EC).
3.	Enter the First Floor Height. See below for guidance.

Determine the First Floor Height (FFH) Using Section E or H of the EC	
EC Diagram Number and Scenario	**Field to Report as the FFH**
EC Diagram Number: 1A, 1B, 3 or 5 **Scenario:** Non-elevated building on slab or elevated without an enclosure.	**Section E:** E1.b = FFH **Section H:** H1.a = FFH
EC Diagram Number: 2, 2B, or 4 **Scenario:** Non-elevated building with basement.	**Section E:** E2 = FFH **Section H:** H1.b = FFH
EC Diagram Number: 6 or 7 **Scenario:** Elevated building with an enclosure *and* • Is Pre-FIRM (in any zone); • In a Non-Special Flood Hazard Area; *or* • In Zone Unnumbered A, A99, AO, AR/AO or Unnumbered V.	**Section E:** E1.b = FFH **Section H:** H1.a = FFH
EC Diagram Number: 6 or 7 **Scenario:** Elevated building with an enclosure *and* • Is Post-FIRM; *and* • In Zone A1–A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1–A30, V1–V30, or VE.	**Section E:** E2 = FFH **Section H:** H1.b = FFH
EC Diagram Number: 8 or 9 **Scenario:** Building with a crawlspace or subgrade crawlspace.	**Section E:** E2 = FFH **Section H:** H1.b = FFH

d. Additional Information on Elevation Certificates or Land Surveys

i. Documentation Required

- EC or survey signed by a licensed surveyor.
  - The surveyor, engineer, or architect must sign and include their identification number or seal in Section D or on the land survey.
  - A building official, a property owner, or an owner's representative may provide the EC for Zone AO, Zone AR/AO, and Zone A (without Base Flood Elevation) by completing Section E. The property owner or owner's representative must complete Section F when they prepare the EC.
  - A building official, a property owner, or an owner's representative may provide the EC for all flood zones by completing Section H. The property

owner or owner's representative must complete Section I when they prepare the EC.

- Photographs that show the front and rear of the building, including the building foundation type.
  - Photograph Requirements:
    - A minimum of two clear/legible photographs that show the front and back of the building.
    - Photographs must confirm the current Building Description as described on the policy.
    - Color photographs are preferred.
  - Building under construction:
    - Photographs are not required when the building is under construction.
    - A revised EC or survey based on finished construction elevations with photographs is required when the construction is complete.

ii. Other Elevation Information

- Existing documentation containing elevation information (for example, an older EC form, or surveyor letterhead) may transfer to Section C or H of the EC.
  - If Section C is completed, only a local official authorized by law or ordinance to administer the community's floodplain management ordinance may complete this transaction.
  - The official must certify the information and provide a statement documenting the transfer of information in Section G of the EC.
- In CRS communities, building elevation information and certificates may be available through the community.
- Fields not applicable to the surveyed property should be marked as N/A (not applicable).
- The building elevation information on the EC generally appears in feet, except in Puerto Rico, where it appears in meters. Before calculating the elevation difference, convert all metric elevation measurements to feet (1 m = 3.28084 ft.).

iii. Troubleshooting

- Fields not applicable to the surveyed property should be marked as N/A (not applicable)
- If Section C is completed, the policyholder or policyholder's representative must return the EC to the surveyor, engineer, architect, or community official completing the form to provide missing information in any part of Section A or C of the EC.
- The building elevation information contained in Section C (Survey Required) appears in feet, except in Puerto Rico, where it appears in meters. Before calculating the elevation difference, convert all metric elevation measurements to feet (1m = 3.28084 ft.).
- Section C2a. of the EC may remain blank if the surveyor, engineer, or architect cannot gain access to the crawlspace to obtain the elevation of the crawlspace floor. Preparers should enter the estimated measurements in the comments area of Section D.

- Section E, Building Elevation Information (Survey Not Required) marked "for Zone AO and Zone A (without BFE)" can be used in all flood zones for rating purposes.
  - Preparers must compute and enter the elevation differences between the lowest floor and the LAG along with lowest floor and Highest Adjacent Grade (HAG).
  - If Section E is completed for zones other than unnumbered A and AO, the information can be used for rating purposes only and does not relate to floodplain management requirements.

e. First Floor Height Used

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.

- **FFH Used (In Feet).** FEMA's system will enter the FFH value used for rating purposes.
- **Method Used to Determine FFH.** FEMA's system will enter either FEMA Determined or Elevation Certificate depending on which source returned the more favorable value.

Note: When EC information is provided, FEMA's system compares the premium using elevation information from the EC with the premium using FEMA-sourced FFH and elevation data. After this comparison, FEMA returns the lowest premium for the policyholder. Providing EC information will not increase a premium.

5. Mitigation Discounts

FEMA offers certain mitigation discounts to incentivize a policyholder to take steps that meaningfully reduce their property's flood risk.

a. Machinery and Equipment Above First Floor

Policyholders may receive a mitigation discount if certain covered Machinery and Equipment (M&E) servicing the building, inside or outside the building, is elevated within a foot of the required floor elevation.

Alternatively, the M&E may be elevated to the BFE. An EC or other documentation that demonstrates the M&E is at or above the BFE is required. If the building is under construction, the M&E must be permanently installed in its proper location to receive the discount.

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. See **Table 17** below which provides examples of where the M&E should be located to be eligible for the discount.

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
- Solar battery elements when used as the primary power source for a solar-powered building during periods when the sun is unavailable (e.g., overnight, overcast, etc.).

If the policyholder purchased contents-only coverage, the following appliances must 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.

Select ***No*** on the Application Form under the question ***"Is the Building Eligible for the Machinery and Equipment Mitigation Discount?"*** if the building has no M&E.

Select ***Yes*** on the Application Form if the M&E is elevated consistent with the guidance above and in **Table 17**, which provides examples of where the M&E should be located to be eligible for the discount.

Table 17. M&E Location for Discount Eligibility*

Diagram Showing Location	Guidance on Location
	**Slab on Grade (Non-Elevated)** • **One floor:** Elevated at least to the height of the attic. **Note:** Documentation, such as a photograph, must be in the policy file to support the M&E discount. • **More than one floor:** Elevated to at least within a foot of the height of the second floor or higher.
	**Basement (Non-Elevated)** • Elevated to at least within a foot of the height of the floor above the basement or higher.
	**Elevated Without Enclosure on Posts, Piles or Piers** • Elevated to at least within a foot of the height of the lowest elevated floor or higher.
	**Elevated With Enclosure on Posts, Piles or Piers** • Elevated to at least within a foot of the height of the lowest elevated floor or higher.

Table 17. M&E Location for Discount Eligibility* *continued*

Diagram Showing Location	Guidance on Location
	**Elevated With Enclosure Not Posts, Piles or Piers** • Elevated to at least within a foot of the height of the lowest elevated floor or higher.
	**Crawlspace (Elevated or Non-Elevated Subgrade Crawlspace)** • Elevated to at least within a foot of the height of the floor above the crawlspace or higher.

***Note:** Alternatively, the M&E may be elevated to the BFE. An EC or other documentation that demonstrates the M&E is at or above the BFE is required.

b. Proper Flood Openings

i. Proper Flood Openings Discount Requirements

Proper flood openings (flood vents) in enclosures or crawlspaces allow the hydrostatic flood forces on the walls to equalize and minimize foundation damage to the building. FEMA provides a discount for buildings, in any flood zone, with proper flood openings in enclosures.

Below are the foundation types that may be eligible to receive the proper flood openings discount:

- Elevated With Enclosure on Posts, Piles or Piers
- Elevated With Enclosure Not Posts, Piles or Piers (Solid Foundation Walls)
- Crawlspace (Elevated or Non-Elevated Subgrade Crawlspace)

To obtain the proper flood opening discount, all enclosures below the elevated floor must meet the following requirements:

- There must be a minimum of two openings positioned on at least two exterior walls. For partially subgrade floors, there must be a minimum of two openings positioned on a single exterior wall adjacent to the lowest grade next to the building.
- The bottom of all openings must be 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.

The Application Form asks several questions to guide the policyholder's eligibility to receive the Proper Flood Openings discount.

- **Is the enclosure/crawlspace constructed with proper flood openings or engineered openings?** Select Yes, if the enclosure or crawlspace is

constructed with flood openings or engineered openings. Select No, if the enclosure or crawlspace is not constructed with proper flood openings or engineered openings.

- ***If Yes,* enter the total number of flood openings.** Enter the number of flood openings located in the enclosure or crawlspace. There must be a minimum of 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.
- **Total area of all permanent openings (in square inches).** Enter the total square inches of openings.
- **Total enclosed area (in square feet).** Enter the total square footage of the entire enclosed area.

ii. Engineered Openings Certified by a Design Professional

An alternative to the proper openings requirement is engineered openings. Engineered openings can be used to obtain the proper flood opening discount. If used, the policyholder must provide to the insurer a copy of the certification validating that the openings meet NFIP requirements. NFIP Technical Bulletin 1, Requirements for Flood Openings in Foundation Walls and Walls of Enclosures provides technical guidance for these requirements.

The certification statement must identify the building with the installed engineered openings and include:

- The design professional's name, title address, type of license, license number, the state issuing the license, and the signature and applied seal of the certifying registered design professional;
- A statement certifying that the design of the openings will automatically equalize hydrostatic flood loads on exterior walls by allowing for the automatic entry and exit of floodwaters; *and*
- A description of the range of flood characteristics tested or computed for which the certification is valid, such as rates of rise and fall of floodwaters.

iii. Engineered Openings Certified by the International Code Council Evaluation Service

Engineered openings identified by the International Code Council Evaluation Service, Inc., can be used to satisfy the proper opening requirements and receive the proper flood opening discount. The International Code Council Evaluation Service publishes an evaluation report for each specific engineered opening product (make and model) that it certifies, specifying the square footage of the area for which it is certified. If these openings are used, documentation to confirm the installation and model number of the opening is required. Reference the evaluation report information to confirm whether the engineered openings satisfy the proper openings requirement. Examples of documentation that can be used are:

- Documentation to confirm installation should specify the number of openings installed, the square footage of the area for which they are certified, and the model number of the engineered opening; *or*
- An EC that has information confirming the use of engineered openings.

6. *Floodproofing*

a. General Information

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 (see Appendix B: Forms). Certified floodproofing may result in a lower premium because floodproofing ensures:

- A watertight building;
- Waterproof non-collapsing walls; *and*
- The floor at the base of the floodproofed walls will resist flotation during a flood.

Once approved, the floodproofing discount is incorporated in the building and contents premium.

b. Application Form

The application form must indicate whether an applicant is eligible for the floodproofing discount through the response to this question:

- ***Is the building properly floodproofed?***

Answer **Yes** when the building meets the eligibility requirements listed in **Table 18**.

For Non-Residential buildings that indicate Yes, FEMA must approve eligibility, so the initial policy may not include the discount. If FEMA approves the floodproofing discount, the insurer must endorse the policy to reflect the premium change.

Table 18. Eligibility for a Floodproofing Discount

Type	Eligibility Criteria	Notes
Residential[7]	Floodproofing a residential building may qualify the policy for a floodproofing discount if all the following apply: • The building's foundation type is Basement (Non-Elevated); • The building is located in an NFIP participating community where FEMA approved the residential basement floodproofing premium discount; • The building is located in zone A1–A30, AE, AR, AR Dual, AO, AH, or A with a BFE; • A registered professional engineer or architect certified that the building is floodproofed to at least one foot above the BFE; *and* • Refer to fema.gov/floodplain-management/manage-risk for additional eligibility criteria. If an existing policy for a residential building located in a community approved for the residential basement floodproofing discount received the discount before the property was remapped into a flood zone that doesn't qualify for floodproofing (for example a V zone), then the policyholder loses the discount when the insurer validates the zone upon the next renewal.	• The NFIP insurer is responsible for determining eligibility for the residential floodproofing discount. • Refer to https://www.fema.gov/floodplain-management/manage-risk/residential-buildings-basements for the list of communities approved for residential basement floodproofing. • The insurer must maintain a completed NFIP Residential Basement Floodproofing Certificate and at least two photographs of the building to obtain a floodproofing discount.

7. 42 U.S.C. 4014(a)(1)(A)(ii); 42 U.S.C. 4102(d); 44 CFR 60.6(c)

Table 18. Eligibility for a Floodproofing Discount *continued*

Type	Eligibility Criteria	Notes
Non-Residential	Floodproofing a Non-Residential Building may qualify the policy for a floodproofing discount if all the following apply: • The building's foundation type is Slab on Grade (Non-Elevated) or Basement (Non-Elevated); • The building is located in zone A1-A30, AE, AR, AR Dual, AO, AH, A with a BFE, B, C, X or D; *and* • The building is in any participating NFIP community. • For buildings located in zone A1-A30, AE, AR, AR Dual, AO, AH, A with a BFE, a registered professional engineer or architect certifies that the building is floodproofed to at least one foot above the BFE. • For buildings located in zone B, C, X or D, a registered professional engineer or architect certifies that the building is floodproofed to at least two feet above the natural Highest Adjacent Grade (HAG).	• The insurer must submit the required floodproofing documentation listed below so FEMA can determine eligibility for a floodproofing discount. The insurer must email the documentation to FEMA-NFIPCustomerServiceCenter@fema.dhs.gov. • If FEMA determines the building is eligible for the discount, it will provide an approved FEMA Adjusted Floor Height for the insurer to report. • If the policy is issued without the floodproofing discount and FEMA approves the floodproofing discount, then the insurer must endorse the policy to reflect the floodproofing indicator, the FEMA Adjusted Floor Height, and any applicable premium change. • Use the Floodproofing Certificate date in place of the EC date on the Application. • The insurer must validate floodproofing documentation annually. See Renewal Requirements for Non-Residential Floodproofing Discount in Section 5, III.E for additional information.

c. Documentation Requirements for Non-Residential Floodproofing

The insurer must email the following floodproofing documentation to FEMA-NFIPCustomerServiceCenter@fema.dhs.gov, so FEMA can determine eligibility for a floodproofing discount:

- Completed Application Form;
- Completed EC;
- Completed NFIP Floodproofing Certificate for Non-Residential Structures;
- At least two photographs of the building that show the floodproofing measures in place, including:
  - Photographs of the exterior of the building (all sides);
  - Photographs of the components used to provide floodproofing protection (shields, gates, barriers); *and*
- Flood Emergency Plan that includes:
  - Chain of command;
  - Notification procedures;
  - Personnel duties;

  - Location of floodproofing components, install procedures, repair procedures;
  - Evacuation procedures for building occupants;
  - Component maintenance procedures during flooding event;
  - Drill and training program (at least once a year);
  - Regular review and update of Flood Emergency Plan; *and*
- Inspection and Maintenance Plan that includes:
  - Inspection procedures for the entire floodproofing system: wall systems, floor slab, openings, floodproofing components, valve operation, drainage and pump systems, equipment and tools required to engage floodproofing measures; *and*
  - Regular review and update of the Inspection and Maintenance Plan.

7. Replacement Cost Value

Replacement cost value information such as square footage and Building Replacement Cost Value (BRCV) apply to building coverage only and is not required for contents-only policies.

a. Square Footage

FEMA uses square footage as one of the variables to determine BRCV. For certain Building Occupancies (see Subsection 7.b.ii below), the documentation requirements depend on the building's square footage total.

For all Building Occupancies, 99999 is not a valid value. For Single-Family Homes with square footage greater than 15,000 square feet, the insurer must have documentation in the policy file that supports the building square footage.

The percentage of total floor area determines the appropriate Building Occupancy to select and is not calculated in the same method as square footage. Follow the guidelines in **Table 19** to determine the building's square footage.

Table 19. Square Footage Calculation

Building Occupancy	Guidance
Single-Family Home, Residential Manufactured/ Mobile Home, Residential Unit, and Two-to-Four Family Building	Provide the total finished living area. An attached garage converted to a living space or an attic converted to living space should be included in the square footage calculation. Do not include the following areas in the square footage calculation: • Any garage area solely used for parking, storage or access; • Finished or unfinished basement; • Finished or unfinished enclosure area; *or* • Porches or decks.
Other Residential Building, Residential Condominium Building, Non-Residential Building, Non-Residential Manufactured/Mobile Building, and Non-Residential Unit	Provide the square footage of the building: • Include stairwells and elevator shafts. • Do not include areas such as basements, enclosures and mezzanines, finished or unfinished. • If all of the floors are the same size, first calculate the ground floor area; then compute gross floor area by multiplying the ground floor area by the total number of floors. • If the floor sizes vary, calculate each floor's area, then provide the sum of all floors. • Do not include any garage area solely used for parking, storage or access.

Note: For a unit policy, provide the square footage for the unit and not the entire building.

b. Building Replacement Cost Value

BRCV is the cost to replace the building or unit (including, for a building, the cost of the foundation). The ratio of building coverage selected to BRCV is a rating factor. The BRCV used for rating does not affect the building replacement cost determined at time of loss.

The BRCV used for rating has no bearing on the amount of coverage a policyholder can select. However, if a policyholder selects building coverage above the BRCV (as determined by FEMA or provided to FEMA), then the building coverage amount selected by the policyholder will be used as the BRCV in determining the premium.

i. *Occupancy Type:* Single-Family Home, Residential Manufactured/Mobile Home, Residential Unit, and Two-to-Four Family Building

FEMA will determine BRCV for the building or unit by using Application Form data and insurance industry data connected with the property address. If FEMA is unable to determine the BRCV, the insurer must obtain the BRCV for the building or unit (including, for a building, the cost of the foundation) based on appraisals commonly used in the insurance industry, report it on the Application Form. FEMA reassesses its determination of BRCV at every renewal.

ii. *Occupancy Type:* Other Residential Building, Non-Residential Building, Non-Residential Manufactured/Mobile Building, Non-Residential Unit

FEMA will not determine the BRCV for these Building Occupancies. The insurer must obtain the BRCV for the building or unit (including the cost of the foundation). The BRCV may be obtained by using common industry practices. The insurer must review (and update if any changes) the BRCV. The method or documentation used to determine the BRCV must be maintained in the policy underwriting file by the insurer. The insurer must validate the BRCV information, prior to sending the Renewal Notice, at least every 3 years. See the sample BRCV notification letters in Appendix I: Policyholder Communications.

Supporting BRCV method or 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.

iii. *Occupancy Type:* Residential Condominium Building

FEMA will not determine the BRCV for this Building Occupancy. The insurer must obtain the BRCV of the building (including the cost of the building's foundation) based on appraisals commonly used in the industry. The documentation used to determine the BRCV must be maintained in the policy underwriting file by the insurer.

- The insurer must maintain supporting documentation of the BRCV. Supporting documentation must include a recent appraisal stating the value of the building and its foundation on a BRCV basis to meet this requirement.
- The insurer must validate the BRCV, prior to sending the Renewal Notice, at least every 3 years. See notice requirements and sample versions in Appendix I: Policyholder Communications.

8. Claims History

The claims history used is the history of NFIP claim payments for loss or damage to insured property (building and contents) directly caused by a flood. The claims history applies to a building's property address and is not associated with the policyholder or building owner. NFIP claims history can impact the premium of a policy by the Prior NFIP Claims Rating Factor or through a Severe Repetitive Loss (SRL) Rating Factor for SRL properties.

a. Prior NFIP Claims Rating Factor

i. General Information

FEMA incorporates a Prior NFIP Claims Rating Factor on buildings with two or more claims. FEMA counts NFIP claims with a date of loss of April 1, 2023 or later into the Prior NFIP Claims Rating Factor which is used in determining an NFIP premium.

The Prior NFIP Claims Rating Factor excludes the following claim types:

- Claims with a date of loss prior to April 1, 2023;
- Increased Cost of Compliance (ICC) claims;
- Closed Without Payment (CWOP); *and*
- Loss Avoidance claims.

Claims with dates of loss within 10 days of each other will be counted as one claim.

See **Tables 20 and 21** for guidance on how the Prior NFIP Claims Rating Factor is applied.

Table 20. Applying the Prior NFIP Claims Rating Factor

TOPIC	GUIDANCE
Implementation of the Prior NFIP Claims Rating Factor	The Prior NFIP Claims Rating Factor is determined on the effective date of the next policy renewal term following the date of loss of the second claim.
Date of Loss	The Prior NFIP Claims Rating Factor is the number of NFIP claims with a date of loss of April 1, 2023 or later. **Note:** Claims with dates of loss within 10 days of each other will be counted as one claim.
10-Year Window	The Prior NFIP Claims Rating Factor is the number of NFIP claims with loss dates that are within 10 years of the policy effective date.

Table 21. Policy with Prior NFIP Claims Example

	Policy Effective Date	9/1/2023	9/1/2024	9/1/2025	9/1/2026	9/1/2027	9/1/2028	9/1/2029	9/1/2030	9/1/2031	9/1/2032	9/1/2033	9/1/2034	9/1/2035	9/1/2036	9/1/2037
Claims Date of Loss	4/1/2023															
	1/1/2025															
	6/1/2026															
	1/1/2034															
Total Number of Prior NFIP Claims		1	1	2	3	3	3	3	3	3	3	2	3	2	1	1
Does It Impact the Premium?		No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No

ii. Correcting or Updating NFIP Claims History

The policyholder may dispute the property's claims history if the policyholder believes that the number of claims used in applying the prior NFIP claims rating factor is inaccurate. The policyholder may also request that FEMA update the property's claims history if mitigation has occurred to reduce its future flooding potential.

Documentation that may be required to correct or update a property's claims history includes:

- Invalid Claim History Association
  - Incorrectly linked addresses and/or losses; *or*
  - A second address added to a Property Locator Record.
- Mitigation Action (Refer to https://www.fema.gov/floodplain-management/manage-risk/document-library for NFIP floodplain management standards to reset NFIP claims history.)
  - EC based on finished construction of the new or improved building (if the building was mitigated in a Special Flood Hazard Area);
  - Photographs of the building before the improvement;
  - Photographs of the building after the improvement;
  - Photographs of the flood vents/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.

FEMA notifies the policyholder and agent of record regarding the review results when completed. If FEMA agrees to correct or update the property's claims history, FEMA will reevaluate the prior NFIP claims rating factor accordingly. If FEMA determines that the building was brought into compliance with NFIP minimum floodplain management standards, then FEMA will reset the prior claims count to zero at the next renewal.

b. Severe Repetitive Loss Property

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. A building designated as SRL may receive an SRL Rating Factor applied to the premium.

Please see Appendix F: Severe Repetitive Loss Properties for additional information on SRL properties, including the Special Direct Facility that services SRL properties and how to correct or update a building's SRL designation.

c. Prior NFIP Claims Rating Factor and SRL Rating Factor

FEMA will not apply both the Prior NFIP Claims Rating Factor and the SRL Rating Factor on the same policy. FEMA will compare the impact of the Prior NFIP Claims Rating Factor and the SRL Rating Factor and apply whichever results in a higher premium.

Use of the Prior NFIP Claims Rating Factor does not impact the building's SRL designation or policy servicing with the Special Direct Facility.

Note: The Prior NFIP Claims Rating Factor and the SRL Rating Factor do not apply to provisionally rated policies.

d. Resetting the Prior NFIP Claims History

If the policyholder believes that the number of claims used in applying the Prior NFIP Claims Rating Factor is inaccurate, the policyholder may submit a request to FEMA to review. The policyholder may also request that FEMA update the property's claims history if mitigation has occurred to reduce its future flooding potential.

i. Correcting an Invalid Claim History Association

Documentation that may be required to correct or update a property's claims history includes:

- Incorrectly linked addresses and/or losses; *or*
- A second address added to a Property Locator Record.

ii. Mitigation Actions Used to Reset the Prior NFIP Claims History

NFIP policyholders and property owners can mitigate their property to potentially reduce flood risk and remove the SRL designation and NFIP Prior Claims Rating Factor from their property and policy rating. Mitigation actions include building elevation, non-residential floodproofing, building /removal/ relocation, building demolition, flood control or stormwater management project, or machinery and equipment elevation. **Table 22** shows the requirements and supporting documentation for each mitigation action.

Table 22. Mitigation Actions, Requirements, and Documentation

Mitigation Action	Requirements	Documentation
Elevating a Building	• If the building is located in a Special Flood Hazard Area with a Base Flood Elevation (BFE), the building's Lowest Floor Elevation (LFE) must be elevated at least 2 feet above the BFE at the time of mitigation. • If the building is located in a Special Flood Hazard Area without a BFE (i.e., unnumbered A or V flood zone) or outside the Special Flood Hazard Area (i.e., B, C, X, or D flood zone), the building's LFE must be elevated at least 2 feet above the Highest Adjacent Grade (HAG). • If the building is located in an AO flood zone, the building's LFE must be elevated at least 3 feet above the HAG.	• NFIP Elevation Certificate • Proper flood openings information • Clear photos of the building's exterior
Floodproofing (Non-Residential)	• The non-residential building must be floodproofed to at least 2 feet above the BFE. • The non-residential building must be floodproofed to at least 3 feet above the HAG if there is no BFE.	• NFIP Floodproofing Certificate for Non-residential Structures • Clear photos of the building's exterior
Flood Control/ Stormwater Management Project	• If the building is mitigated as a result of a flood control or storm water management project, information must be provided to demonstrate how the mitigation performs. • For the purposes of SRL designation or the NFIP Prior Claims Rating Factor, levees are not considered flood control or stormwater management. Levee information is included in the NFIP rating methodology.	• A description of the project and how the mitigation performs • A letter from the community official and supporting documentation
Building Removed and Relocated	• The building was removed and relocated from the property to another location.	• Description of the project • Clear photos of the location from which the building was removed/relocated and photos of the building at the new location • If the building was removed and relocated by the community, a letter from the community official • Other documentation to confirm the building's new location

Table 22. Mitigation Actions, Requirements, and Documentation *continued*

Mitigation Action	Requirements	Documentation
Building Demolition	• The building was demolished or removed.	• Demolition permit • If the building was acquired and demolished/removed by the community, a letter from the community official is required • Clear photos of the property where the building was demolished
Elevation of Machinery and Equipment	• A prior claim was due to damage to machinery and equipment only; and • The covered machinery and equipment has since been elevated within a foot of the required floor elevation. • Alternatively, the M&E may be elevated to the BFE. If the building is under construction, the M&E must be permanently installed in its proper location to receive the discount.	• A description of the prior damage to machinery and equipment • A description of the mitigation (elevation) of the machinery and equipment • A letter from the community official certifying the elevation of machinery and equipment • Clear photos showing the elevation of the machinery and equipment • An EC or other documentation that demonstrates the M&E is at or above the BFE is required.

Required documents should be sent via email to: NFIPUnderwritingMailbox@fema.dhs.gov. For more information, refer to https://www.fema.gov/sites/default/files/documents/fema_applying-prior-claims-history-reset-factsheet.pdf.

FEMA notifies the policyholder and agent of record regarding the documentation review results when completed. If FEMA agrees to correct or update the property's claims history, FEMA will reevaluate the Prior NFIP Claims Rating Factor and SRL designation. If FEMA determines that the building was brought into compliance with NFIP minimum floodplain management standards, then FEMA will reset the prior claims count to zero at the next renewal for both the Prior NFIP Claims Rating Factor and SRL designation.

iii. Claims after Mitigation Action

If a property reports a claim after one of the above mitigation actions was completed, the property will be designated SRL again. The count for the Prior NFIP Claims Rating Factor will be based on the number of losses after the mitigation action.

If it can be demonstrated that the claim after a mitigation action was substantially reduced as a result of the mitigation, FEMA may not count the claim towards the Prior NFIP Claims Rating Factor.

9. Other Building Factors

a. Date of Construction

i. General Information

The date of construction 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. Use the month, day, and year of the building permit, even if the building has subsequently been substantially improved.

Based on the building's date of construction, insurers must determine if buildings are Post-Flood Insurance Rate Map (FIRM) or Pre-FIRM construction.

Buildings are **Post-FIRM** construction when the start of construction or substantial improvement was after December 31, 1974, or on or after the effective date of the initial FIRM for the community, whichever is later.

Buildings are **Pre-FIRM** construction when the start of construction or substantial improvement was on or before December 31, 1974, or before the effective date of the initial FIRM for the community, whichever is later.

ii. Substantial Improvement Date

A substantially improved building is 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:

- 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*
- Any alteration of a "historic building", provided that the alteration will not preclude the structure's continued designation as a "historic building."

Note: All historic buildings are Pre-FIRM construction if they meet the definitions of "historic building" provided in Appendix K: Definitions and Acronyms.

When a building has been substantially improved, the agent must confirm if a local community official has declared the building substantially improved. The Application Form must report both the original date of construction and the substantial improvement date. The NFIP will use the *substantial improvement* date for policy coverage and rating purposes.

iii. Date of Construction for Manufactured/Mobile Homes and Travel Trailers

Determining the date of construction differs for manufactured/mobile homes and travel trailers depending on whether they are in a manufactured home park or subdivision versus on individually owned lots or tracts of land. See **Table 23** for more detailed guidance.

Table 23. Date of Construction — Manufactured/Mobile Homes and Travel Trailers

Location	Determine Construction Date
Manufactured Home Park or Subdivision	• The date facilities were constructed for servicing the manufactured home site; *or* • The date of the building permit, provided that construction began within 180 days of the permit date.
Individually Owned Lots or Tracts of Land	• The date the manufactured home was permanently affixed to the site; *or* • The permit date, if affixed to the site within 180 days of the building permit date.

iv. Building Under Construction

The NFIP will insure a building under construction, alteration, or repair before it is walled and roofed, using the NFIP-issued rates based on the construction designs and the intended use of the building. See additional eligibility information in Table 4 in Section 2: Before You Start.

A building under construction should follow the same guidance, documentation, and process as all other buildings except photographs are not required while the building is rated under construction. Also, if 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, then the deductible amount will be two times the deductible that would otherwise apply to a completed building.[8]

A building under construction that is not walled and roofed is not eligible for coverage if construction stops for more than 90 days. A cancellation form must be completed indicating Reason Code 01 to receive a pro-rata refund for the remainder of the policy term. Once construction begins again, a new Application Form should be completed and submitted to reinstate coverage for a new policy term.

When the construction is complete, then the policy must be endorsed to reflect that the building is no longer under construction and update any other rating variables as needed.

See Section 4: How to Endorse for guidance on converting a policy once construction is complete. The policy will not renew automatically if the building is still under construction at time of renewal. An Application Form or recertification questionnaire will be required to renew the policy.

b. Number of Elevators

If there are elevators within the building, enter the total number of elevators, including those located inside an enclosure. Enter zero or leave blank (no answer) if there are no elevators.

c. Number of Floors in Building

Determine the building's number of floors based on the number of floors above the ground, excluding mid-level entries, enclosures or basements (finished or unfinished), crawlspaces (on grade or subgrade) and attics (if not used for living space). 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

8. 44 CFR Part 61, Appendix A(1)-(3), VI.A

or non-compliant) and one additional floor above that is rated as having one floor. Indicate the total number of floors in the building, including hanging floors, even if the policy covers only an individual unit.

For the following Building Occupancies, the insurer must have documentation in the policy file that supports the number of floors if greater than listed below.

- Single-Family Home and Two-to-Four Family Building, more than 5 floors.
- Residential Manufactured/Mobile Home and Non-Residential Manufactured/Mobile Building, more than 3 floors.
- Other Residential Building, Residential Condo Association, Residential Unit, Non-Residential Building and Non-Residential Unit, more than 100 floors.

Note: 99999 is not a valid value for number of floors.

d. 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. If the building only has one floor, enter one.

e. Total Number of Units in the 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.

f. Rental Property

Indicate if the building is a rental property. Select "Yes" if the building is a rental property; otherwise, select "No."

g. Building Over Water

Indicate whether the building is over water entirely, partially, or not at all.

h. Primary Residence Status

i. General Information

A primary residence is a Single-Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building in which the policyholder or the policyholder's spouse lives. The policyholder or the policyholder's spouse may have no more than one primary residence per person. Where the policyholder and the policyholder's spouse identify different primary residences, the insured must submit the appropriate documentation for each person's primary residence.

For a Single-Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building to qualify as a primary residence, the policyholder or the policyholder's spouse must live in the residence:

- More than 50 percent of the 365 calendar days following the current policy effective date; *or*
- 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:

- Examples include, but are not limited to:
  - Active-duty military personnel deployed for 50 percent or more of the policy year in compliance with military orders;
  - Persons displaced from a primary residence and living in a temporary residence due to a federally declared disaster or a loss event on the primary residence claimed on any line of insurance for 50 percent or more of the policy year; *or*
  - Persons absent from a primary residence for reasons such as routine business travel, hospitalizations, or vacation for 50 percent or more of the policy year.

Note: NFIP uses the term "primary residence" for rating purposes only. NFIP uses the term "principal residence" to determine loss settlement as defined in the Standard Flood Insurance Policy (SFIP). A principal residence is 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 the dwelling was owned less than 365 days. If the dwelling does not meet the definition of principal residence in the SFIP, the NFIP will settle the building losses using actual cash value.

ii. Documentation of Primary Residence

If the policy or Application Form indicates that coverage is for a primary residence, the insurer must verify that the address is the primary residence. When the mailing address and the property address match, that provides sufficient verification and no further documentation is required. If the addresses do not match, the insurer must obtain supporting documentation. The NFIP accepts the following documentation of primary residence:

- Homestead Tax Credit form for primary residence;
- Automobile registration;
- Proof of insurance for a vehicle;
- Documents showing where children attend school; *or*
- A signed and dated primary residence verification statement with the text below:

  <Insured Property Address>

  The above address is my primary residence, and I and/or my spouse will live at this location for more than 50 percent of the 365 days following the policy effective date.

  PURSUANT TO 28 U.S.C. § 1746 I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY CAUSE MY POLICY TO BE VOID, AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT UNDER APPLICABLE FEDERAL LAW.

iii. Primary Residence and Trusts

If the policyholder is a trust and a beneficiary of the trust is using the building as a primary residence, the beneficiary of the trust must provide documentation of primary residence outlined above. In addition, the insurer must obtain documentation that the person using the home as a primary residence is a beneficiary of the trust named as the policyholder.

The grantor of a trust may also be eligible for the primary residence status if the trust documents support that the grantor is a beneficiary of the trust with the right to live in the home. The grantor must submit both the trust documents and the primary residence documentation outlined above. The insurer must obtain documentation that the grantor is a beneficiary of the trust named as the policyholder, with the right to live in the home as a benefit.

D. Coverage and Deductibles

1. Maximum Coverage Limits

Table 24 and **Table 25** show the maximum amounts of building and contents coverage available for each Building Occupancy, under the Regular Program and the Emergency Program respectively. 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 in Tables 22 and 23.[9]

Note: The premium is based on the cost per $1,000 of coverage.

See the Building Occupancy heading above for guidance on which Building Occupancy to select for a given building.

Table 24. Maximum Coverage Limits in the Regular Program

Building Occupancy	Building Coverage	Contents Coverage
Single-Family Dwelling		
Single-Family Home	$250,000	$100,000
Residential Manufactured/Mobile Home	$250,000	$100,000
Residential Unit[10]		
Residential Condominium Unit (in Residential Building)	$250,000	$100,000
All Other Building Descriptions	None	$100,000
Multifamily Building		
Two-to-Four Family Building	$250,000	$100,000
Other Residential Building	$500,000	$100,000

9. 42 U.S.C. § 4013(b); 44 C.F.R. § 61.6
10. 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 24. Maximum Coverage Limits in the Regular Program *continued*

Building Occupancy	Building Coverage	Contents Coverage
Residential Condominium Building		
Residential Condominium Building[11]	Not to exceed the lesser of: • The building's replacement cost value; or • Total number of units × $250,000.	$100,000
Non-Residential		
Non-Residential Building	$500,000	$500,000
Non-Residential Manufactured/ Mobile Building	$500,000	$500,000
Non-Residential Unit	None	$500,000

Table 25. Maximum Coverage Limits in the Emergency Program[12]

Building Occupancy	Building Coverage	Contents Coverage
Single-Family Dwelling		
Single-Family Home	$35,000[13]	$10,000
Residential Manufactured/Mobile Home	$35,000[13]	$10,000
Residential Unit[14]		
Residential Condominium Unit (in Residential Building)	$35,000[13]	$10,000
All Other Building Descriptions	None	$10,000
Multifamily Building		
Two-to-Four Family Building	$35,000[13]	$10,000
Other Residential Building	$100,000[15]	$10,000
Non-Residential		
Non-Residential Building	$100,000[15]	$100,000
Non-Residential Manufactured/ Mobile Building	$100,000[15]	$100,000
Non-Residential Unit	None	$100,000

11. 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.
12. If a residential condominium building is located in an Emergency Program community and thus 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.
13. In Alaska, Guam, Hawaii, and the U.S. Virgin Islands, the amount available is $50,000.
14. 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.
15. In Alaska, Guam, Hawaii, and the U.S. Virgin Islands, the amount available is $150,000.

2. Increased Cost of Compliance (ICC) Coverage

ICC coverage is flood insurance for expenses a policyholder incurs, above and beyond physical damage sustained from a flooding event, to repair or rebuild a flood-damaged building in compliance with state or local floodplain management ordinances or laws. ICC coverage pays up to $30,000, subject to eligibility, toward the cost of acceptable mitigation measures. Compliance activities eligible for payment are elevation, floodproofing, relocation, demolition, or any combination of these activities. Eligible floodproofing activities apply only to non-residential buildings and residential buildings with basements that satisfy FEMA standards (see the Floodproofing heading in this section).[16]

ICC coverage is not available for:

- Dwelling Form policies on individual condominium units including townhouse or rowhouse condominiums (The condominium association is responsible for complying with mitigation requirements);
- Emergency Program policies;
- Contents-only policies;
- GFIPs; *or*
- Detached garages, unless insured by a separate policy.

ICC coverage is in addition to the amount of building coverage purchased, and the two combined totals cannot exceed the statutory maximum limits for building coverage. FEMA's system calculates the ICC premium as 1.9 percent of the policy's building and contents coverage premiums (inclusive of any mitigation discounts or CRS discount), not to exceed a maximum of $75 (there is no minimum).

Please see Appendix A: Policy for additional information on ICC coverage.

3. Deductibles

Select building and contents coverage deductibles from the options in the charts below. The minimum deductible for building coverage varies based on the Building Occupancy, Pre-FIRM or Post-FIRM construction, receipt of statutory discounts, and the amount of building coverage purchased.[17] In most cases, a higher deductible may reduce the premium. Contents-only policies (policies with no building coverage) receive a minimum $1,000 deductible.

Policyholders can select any combination of building and contents deductibles for Single-Family Home, Residential Manufactured/Mobile Home, Residential Unit, and Two-to-Four Family Building Occupancies. For all other Building Occupancies, the NFIP offers building and contents deductible options in fixed combinations.

Notes:

- If the building's value is less than the minimum deductible available, then the amount of any building loss will be less than the minimum deductible.
- If 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, then the deductible amount will be two times the deductible that would otherwise apply to a completed building.
- Policies in the Emergency Program have the same deductible options as shown under the Exception: Pre-FIRM Receiving Any Statutory Discount columns in **Tables 26–28**.

16. 44 C.F.R. § 60.6
17. 42 U.S.C. 4013(d); 42 U.S.C. 4019(b); 44 C.F.R. § 61.5

Table 26. Deductible Options: Single-Family Home, Residential Manufactured/ Mobile Home, Residential Unit, Two-to-Four Family Building

Standard Building Options		Exception Building Options: Pre-FIRM Building Receiving Any Statutory Discount		Contents Options
Building Coverage of $100,000 or less	Building Coverage over $100,000	Building Coverage of $100,000 or less	Building Coverage over $100,000	Contents Coverage of Any Amount
$1,000	$1,250	$1,500	N/A	$1,000
$2,000	$2,000	$2,000	$2,000	$2,000
$5,000	$5,000	$5,000	$5,000	$5,000
$10,000	$10,000	$10,000	$10,000	$10,000

Note: For more information on statutory discounts see the Statutory Discounts heading below.

Table 27. Deductible Options: Other Residential Building, Non-Residential Building, Non-Residential Manufactured/Mobile Building, Non-Residential Unit

Standard Building Options[18]		Exception Building Options: Pre-FIRM Building Receiving Any Statutory Discount[18]		Contents Options
Building Coverage of $100,000 or less	Building Coverage over $100,000	Building Coverage of $100,000 or less	Building Coverage over $100,000	Contents-Only Coverage
$1,000 / $1,000	$1,250 / $1,250	$1,500 / $1,500	N/A	$1,000
$2,000 / $2,000	$2,000 / $2,000	$2,000 / $2,000	$2,000 / $2,000	$2,000
$5,000 / $5,000	$5,000 / $5,000	$5,000 / $5,000	$5,000 / $5,000	$5,000
$10,000 / $10,000	$10,000 / $10,000	$10,000 / $10,000	$10,000 / $10,000	$10,000
$25,000 / $25,000	$25,000 / $25,000	$25,000 / $25,000	$25,000 / $25,000	$25,000
$50,000 / $50,000	$50,000 / $50,000	$50,000 / $50,000	$50,000 / $50,000	$50,000

Table 28. Deductible Options: Residential Condominium Building

Standard Building Options[18]		Exception Building Options: Pre-FIRM Building Receiving Any Statutory Discount[18]	
Building Coverage of $100,000 or less	Building Coverage over $100,000	Building Coverage of $100,000 or less	Building Coverage over $100,000
$1,000 / $1,000	$1,250 / $1,250	$1,500 / $1,500	N/A
$2,000 / $2,000	$2,000 / $2,000	$2,000 / $2,000	$2,000 / $2,000
$5,000 / $5,000	$5,000 / $5,000	$5,000 / $5,000	$5,000 / $5,000
$10,000 / $10,000	$10,000 / $10,000	$10,000 / $10,000	$10,000 / $10,000
$25,000 / $25,000	$25,000 / $25,000	$25,000 / $25,000	$25,000 / $25,000

18. Shown as: Building Deductible/Contents Deductible options in fixed combinations. Building-only policies have the same deductible options as shown for building coverages in the table above.

E. Statutory Discounts

FEMA provides certain properties with statutorily-mandated discounts to encourage community and property owner participation in the NFIP. Such properties include eligible Pre-FIRM buildings and buildings mapped into certain specific flood zones. Properties in the Emergency Program are also eligible for a statutory discount. Except for the Emergency Program discount, statutory discounts gradually phase out through a statutory annual increase cap discount[19] at each renewal date until the policy reaches its full-risk premium.

Notes:

- A lapse in coverage (for example, resulting from paying a renewal premium 30 days or more after the expiration date of the policy) may affect eligibility for statutory discounts.
- If a property is eligible for more than one statutory discount, the discount most beneficial to the policy applies. All policy forms including the RCBAP Form may be eligible for a statutory discount.
- In addition to the eligibility rules below, there is a category of Leased Federal Properties (LFPs) that must pay full-risk premiums and are thus not eligible for any statutory discounts. See Appendix G: Leased Federal Properties for more information.

1. Pre-FIRM Discount[20]

a. Eligibility

For insurance rating purposes, a building is Pre-FIRM construction if the start of construction or substantial improvement was on or before December 31, 1974, or before the effective date of the initial FIRM for the community (Initial FIRM Date). The effective date of the community's Initial FIRM Date is located in the NFIP Community Status Book. Insurers must confirm a building's Pre-FIRM construction status.

A Pre-FIRM building is eligible for the Pre-FIRM discount if the property:

- Qualifies as a primary residence;
- Is not a commercial property; *and*
- Is not designated an SRL property.

After the initial policy term when an eligible building receives the Pre-FIRM discount, the discount phases out annually until the policy reaches its full-risk premium, consistent with statutory caps on annual premium increases.

Notes:

- All historic buildings are Pre-FIRM construction if they meet the definition of "historic building" provided in Appendix K: Definitions and Acronyms.
- If a property that previously qualified as Pre-FIRM construction is substantially improved after the application date, the property is no longer considered Pre-FIRM and the policy must be endorsed to reflect the new information. As a result of the substantial improvement, the property is no longer eligible for the Pre-FIRM discount, and the annual increase cap discount increases to reach the full-risk premium more quickly as required by statute.
- Pre-FIRM buildings that do not meet the criteria above (for example, Pre-FIRM non-primary residences, businesses, and SRL properties) are not eligible for a Pre-FIRM discount on a new NFIP policy. However, such a building with an existing NFIP policy may have received a Pre-FIRM discount in a prior policy

19. 42 U.S.C. 4015(e)
20. 42 U.S.C. 4014(a)(2)

term and may continue to be rated with a less-than-full-risk premium due to the statutory caps on annual increases. Such Pre-FIRM buildings transition to the full-risk premium more quickly than Pre-FIRM primary residences.

b. Lapse in Coverage[21]

In general, a policyholder loses their Pre-FIRM discount if they allow a lapse (the coverage expired or is no longer in effect) to occur. See **Table 29** for impacts on eligibility for the discount when a policy receiving the Pre-FIRM discount lapses.

Table 29. Impact of a Lapse on Pre-FIRM Discount Eligibility

SCENARIO	GUIDANCE
Policy Lapsed — No longer eligible for the Pre-FIRM discount	Aside from the two exceptions listed below, if a prior NFIP policy for the building in the current applicant's name received a Pre-FIRM discount and lapsed on or after April 1, 2016, then the policyholder is ***no longer eligible*** for a Pre-FIRM discount on the previously covered building. This applies if any of the applicants for the new policy was either a policyholder named on the expired or canceled policy or had an ownership interest in the building at the time of cancellation or expiration.
Policy Lapsed — Retains eligibility for the Pre-FIRM discount	Such a policyholder ***retains eligibility*** for a Pre-FIRM discount on the previously covered property if either: • The applicant was required to obtain and maintain flood insurance for the property and allowed their coverage to lapse once no longer subject to the requirement (such as they paid off the mortgage, the property was remapped out of an SFHA, or the lender no longer required the coverage, etc.)[21]; *or* • The policy lapsed because the property was in a community suspended from the NFIP and the policyholder reinstated the policy within 180 days of the community's reinstatement as a participating NFIP community.[22] **Note:** If a prior NFIP policy on a Pre-FIRM building lapsed when not receiving the Pre-FIRM discount, that lapse does not affect subsequent eligibility for the Pre-FIRM discount.[23] For example, if a prior policy for a Pre-FIRM building receiving a Newly Mapped discount lapsed, that lapse does not make the policyholder ineligible for the Pre-FIRM discount.

c. Application

The Application Form must indicate whether a prior lapse affects the applicant's eligibility for the Pre-FIRM discount through the response to these two questions:

- *Did the applicant have a prior NFIP policy for the building that received a Pre-FIRM discount and lapsed?*
- *If yes, did the lapse occur for a valid reason?*

Table 30 explains how to answer the questions based on the detailed guidance above.

21. 42 U.S.C. § 4014(g)
22. 42 U.S.C. § 4014(g); 42 U.S.C. § 4014(a)(2); 42 USC § 4012a; 44 C.F.R. § 59.24
23. The § 4014(g) prohibition on offering Pre-FIRM rates after a policy has lapsed applies only to policies receiving the Pre-FIRM discount. 42 U.S.C. § 4014(g); 42 U.S.C. § 4014(a)(2)(A)-(E)

Table 30. Application Response on Lapse and Pre-FIRM Discount Eligibility

RESPONSE	CONDITIONS	OUTCOME
Question: *Did the applicant have a prior NFIP policy for the building that received a Pre-FIRM discount and lapsed?*		
Answer 'Yes'	If the applicant had a prior NFIP policy for the building that received a Pre-FIRM discount and lapsed.	In this case, the lapse in coverage may impact the applicant's eligibility for the Pre-FIRM discount. Proceed to the next question.
Answer 'No'	If any of the following are true: • There was not a prior NFIP policy for the building that lapsed; • There was not a prior NFIP policy for the building that lapsed while receiving the Pre-FIRM discount; *or* • None of the applicants for the new policy was a policyholder named on the expired or canceled policy or had an ownership interest in the building at the time of cancellation or expiration (in other words, the current applicant is a different policyholder).	In this case, there is no impact on the applicant's eligibility for the Pre-FIRM discount.
Question: *If yes, did the lapse occur for a valid reason?*		
Answer 'Yes'	If the applicant allowed a prior NFIP policy for the building receiving the Pre-FIRM discount to lapse and did so because either: • The applicant was required to obtain and maintain flood insurance for the property and allowed their coverage to lapse once no longer subject to the requirement; *or* • The property was in a community suspended from the NFIP and the policyholder reinstated the policy within 180 days of the community's reinstatement as a participating NFIP community.	In this case, the lapse in coverage does not impact the applicant's eligibility for the Pre-FIRM discount.
Answer 'No'	If the applicant allowed a prior NFIP policy for the building receiving the Pre-FIRM discount to lapse and neither of the previous two conditions was met (even if flood insurance was not ever required by the lender).	In this case, the applicant is ineligible for the Pre-FIRM discount.

Note: The insurer system makes an automated determination on whether the applicant is eligible for the Pre-FIRM discount based on the rules under the Eligibility heading above (using other information provided on the Application Form) and the response to the two lapse-related questions.

2. Newly Mapped Discount[24]

A property may be eligible for the Newly Mapped discount if it was once designated outside of the Special Flood Hazard Area (SFHA) on an effective Flood Insurance Rate Map (FIRM) and, following a map revision, is designated within a Special Flood Hazard Area (SFHA). The Newly Mapped discount phases out annually until reaching the policy's full-risk premium.

The insurer must verify the policy's eligibility for the Newly Mapped discount, including by confirming any prior flood zone designation before the most current FIRM.

24. 42 U.S.C. 4015(i)

a. Eligibility

A property may be eligible for the Newly Mapped discount if it was either:

- Previously designated in a Zone B, C, or X on the previous flood map and newly mapped into an SFHA.
- Previously designated in a Zone D, A99, or AR and newly mapped into a different SFHA zone.

To determine the current flood zone, use the FIRM in effect at the time of application and payment of the total amount due. The Newly Mapped discount does not apply to properties mapped into the SFHA on the community's initial FIRM.

Properties newly mapped into the SFHA after April 1, 2015, are eligible for the Newly Mapped discount if:

- The policy effective date is within 12 months of the effective FIRM revision date; *or*
- The policyholder applied for the policy within 45 days of initial lender notification, if the notification occurred within 24 months of the effective FIRM revision date. **Note:** The insurer must retain a copy of the lender notification in the underwriting file.

The following is ineligible for the Newly Mapped discount:

- Buildings and/or contents in Emergency Program communities

b. Documentation

Insurers must obtain one or more of the following to document the previous and current flood zones:

- Special Flood Hazard Determination Form (SFHDF).
- Copy of the most recent effective flood map marked to show the exact location and flood zone of the building. The NFIP may require additional documentation if the building is close to the zone boundary.
- Letter signed by a local community official indicating the property address and flood zone of the building.
- EC signed and dated by a surveyor, an engineer, an architect, or a local community official indicating the exact location and flood zone of the building.
- Letter of Map Amendment (LOMA).
- Letter of Map Revision (LOMR).

c. Lapse in Coverage

In general, a policyholder loses their Newly Mapped discount if they allow a lapse (the coverage expired or is no longer in effect) to occur. See **Table 31** for impacts on eligibility for the discount when a policy receiving the Newly Mapped discount lapses.

Table 31. Impact of a Lapse on Newly Mapped Discount Eligibility

SCENARIO	GUIDANCE
Policy Lapsed — No longer eligible for the Newly Mapped discount	Aside from the one exception listed below, if a prior NFIP policy for the building in the current applicant's name received a Newly Mapped discount and lapsed on or after April 1, 2016, then the policyholder is ***no longer eligible*** for a Newly Mapped discount on the previously covered building. This applies if any of the applicants for the new policy was either a policyholder named on the expired or canceled policy or had an ownership interest in the building at the time of cancellation or expiration.[25]
Policy Lapsed — Retains eligibility for the Newly Mapped discount	Such a policyholder ***retains eligibility*** for a Newly Mapped discount on the previously covered property if: • The policy lapsed because the property was in a community suspended from the NFIP and the policyholder reinstated the policy within 180 days of the community's reinstatement as a participating NFIP community.[26] **Note:** If a prior NFIP policy lapsed when not receiving the Newly Mapped discount, that lapse does not affect subsequent eligibility for the Newly Mapped discount. In other words, if a policy lapsed on a property before it was mapped into an SFHA, the property may still receive the Newly Mapped discount if it meets the other eligibility requirements.

d. Application Form

The Application Form must indicate whether an applicant is eligible for the Newly Mapped discount through responses to these two questions:

- *Did the applicant have a prior NFIP policy for the building that received a Newly Mapped discount and lapsed?*
- *If yes, did the lapse occur for a valid reason?*

Table 32 explains how to answer the questions based on the detailed guidance above.

Table 32. Application Response on Newly Mapped Discount Eligibility

RESPONSE	CONDITIONS	OUTCOME
Question: *Did the applicant have a prior NFIP policy for the building that received a Newly Mapped discount and lapsed?*		
Answer 'Yes'	If the applicant had a prior NFIP policy for the building that received a Newly Mapped discount and lapsed.	In this case, the lapse in coverage may impact the applicant's eligibility for the Newly Mapped discount. Proceed to the next question.
Answer 'No'	If either of the following are true: • There was not a prior NFIP policy on the building that lapsed while receiving the Newly Mapped discount; *or* • None of the applicants for the new policy was a policyholder named on the expired or canceled policy or had an ownership interest in the building at the time of cancellation or expiration (in other words, the current applicant is a different policyholder).	In this case, there is no impact on the applicant's lapse eligibility for the Newly Mapped discount.

25. Under 42 U.S.C. § 4015(i), a policy with a newly mapped discount must renew (in other words, not lapse) to retain the newly mapped discount. 42 U.S.C. § 4015(i)
26. 42 U.S.C. § 4015(i); 44 C.F.R. § 59.24

Table 32. Application Response on Newly Mapped Discount Eligibility *continued*

RESPONSE	CONDITIONS	OUTCOME
Question: *If yes, did the lapse occur for a valid reason?*		
Answer 'Yes'	If the applicant allowed a prior NFIP policy for the building receiving the Newly Mapped discount to lapse because: • The property was in a community suspended from the NFIP and the policyholder reinstated the policy within 180 days of the community's reinstatement as a participating NFIP community.	In this case, the lapse in coverage does not impact the applicant's eligibility for the Newly Mapped discount.
Answer 'No'	If the applicant allowed a prior NFIP policy for the building receiving the Newly Mapped discount to lapse and the prior condition was not met.	In this case, the applicant is ineligible for the Newly Mapped discount.

3. Other Statutory Discounts

Using other information provided on the Application Form, FEMA's system automatically determines a policy's eligibility for other statutory discounts that may also apply to properties located in:

- Zone AR until the policy gradually reaches its full-risk premium through an annual increase cap discount;[27] *or*
- Zone A99 until the policy gradually reaches its full-risk premium through an annual increase cap discount;[28] *or*
- A community in the Emergency Program until it joins the Regular Program.

4. New Policy After a Real Estate Transaction

The new owner of an NFIP-insured building can buy a new NFIP policy and receive any statutory discount the prior policyholder received[29] if all of the following apply:

- The building is not in condominium ownership before or after the transaction;
- The building was insured by the NFIP with building coverage at the time of transaction;
- The new NFIP policy will be effective on, or within one year after, the transaction date; *and*
- The insurer must submit the prior NFIP policy number and prior NFIP policy Primary NAIC number to FEMA and have legal documentation of the transfer.

Select **New** (at the top of the Application Form) as the policy transaction type and enter the prior policy number in the appropriate field. The standard NFIP effective date rules apply based on the date the applicant submitted the Application Form and full amount due.

The insurer must maintain the legal documentation of the transfer to support that the new NFIP policy is effective on, or within one year after, the real estate transaction date. Real estate transactions also include title transfers through purchases or by other means such as inheritances and gifts. The insurer must validate the primary residence status when writing the new policy for the new owner to be eligible for the primary residence status and associated HFIAA surcharge.

27. 42 U.S.C. 4014(f)
28. 42 U.S.C. 4014(e)
29. 42 U.S.C. 4015(e)

Note: If the previous owner received a discount that the new owner is ineligible for, the new owner may receive the same discounted premium as the previous owner. However, the annual increase cap (which is a component of the discounted premium) is based on the information provided by the new owner. The discounted premium does not include assessments, fees, or surcharges.

F. Assessments, Fees, and Surcharges

This section describes assessments, fees, and surcharges that are not part of the full-risk premium or discounted premium but are, as applicable, required components of the total amount due to purchase an NFIP policy. These apply to both rating engine rated and provisionally rated policies.

1. Reserve Fund Assessment

The Reserve Fund Assessment is a percentage of the Discounted Premium (excluding the Federal Policy Fee, HFIAA surcharge, and probation surcharge) paid on new and renewed policies. Revenues from this statutorily-mandated assessment build an NFIP Reserve Fund to pay claims after catastrophic flood events.[30]

Table 33. Reserve Fund Assessment

Assessed Policies	Reserve Fund Assessment
GFIP[31]	0%
All Other Policies	18%

2. HFIAA Surcharge

The Homeowner Flood Insurance Affordability Act of 2014 (HFIAA) introduced a mandatory annual surcharge for all new and renewed policies.[32] For more information on primary residences see the Primary Residence Status heading above in this section.

Table 34. HFIAA Surcharge

Property Type	Surcharge
Primary Residences — A primary residence is a Single-Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building in which the policyholder or the policyholder's spouse lives.	$25
All Other NFIP policies — Non-primary residences and the following Building Occupancies: • Other Residential Building • Residential Condominium Building • Non-Residential Building • Non-Residential Manufactured/Mobile Building • Non-Residential Unit **Note:** A non-primary residence is a residential building that is not the primary residence of the policyholder.	$250

30. 42 U.S.C. 4017A
31. The GFIP is only available to recipients of federal disaster assistance and is serviced by the NFIP Direct Servicing Agent.
32. Pub. L. No. 113-89

3. Federal Policy Fee

The Federal Policy Fee (FPF) is a flat charge paid by the policyholder on each new and renewed policy to defray certain administrative expenses incurred in carrying out the NFIP.[33]

Table 35 lists the FPF applicable for each Building Occupancy. For Building Occupancies under the Dwelling Form and General Property Form, a flat FPF applies. For Residential Condominium Buildings the calculation involves the total number of units in the building. For the first 20 units, the FPF is $47 per unit, reaching $940 at 20 units. After 20 units, the formula adds $20 for each additional unit up until there are 40 total units, with a total FPF of $1,340 at that point. Above 40 units, there is an additional $10 per unit up until the total number of units reaches 100, at which point the total FPF would be $1,940. Beyond 100 units, the per-unit increase is $2 regardless of the number of additional units.

Table 35. Federal Policy Fee

Building Occupancy	Federal Policy Fee Amount	
• Single-Family Home • Residential Manufactured/Mobile Home • Residential Unit • Two-to-Four Family Building	$47	
• Other Residential Building • Non-Residential Building • Non-Residential Manufactured/Mobile Building • Non-Residential Unit	$47	
Residential Condominium Building	Units 1–20	$47 per unit
	Units 21–40	$20 per unit
	Units 41–100	$10 per unit
	Units 101+	$2 per unit

4. Probation Surcharge

The Probation Surcharge is a flat surcharge paid by the policyholder on each new or renewed policy issued covering a property in a community that FEMA has placed on probation because the community failed to meet NFIP floodplain management requirements.[34]

Table 36. Probation Surcharge

Fee Type	Amount
Probation Surcharge	$50

G. Premium Considerations

Each policy premium is subject to a loss constant and expense constant. All rating variables are factored into the full-risk premium before adding in the loss constant and expense constant.

33. 42 U.S.C. 4014(a)(1)(B)(iii); 4015(d); 4017(b)(5)
34. 44 CFR 59.24

Policies also may be subject to maximum rates by peril and coverage and statutory discounts. These maximum rates may affect how rating variables (such as the deductible, CRS discount or mitigation discount) impact the premium. In some rare cases, there may be no change in premium when there is a change in a rating variable. For example, if a policy has reached the maximum insurance rate, a CRS discount would not be applied to the chargeable premium if the difference between the uncapped rate and the maximum rate is greater than the amount of the discount. This is referred to as a "bound" premium (see ID #21 in Table 2, Appendix I).

III. Condominium Rating Information

A. Condominium Rating Scenarios

1. Overview

Table 37 provides an overview of five principal scenarios for insuring condominiums. The following sub-sections provide detailed guidance on each scenario and – where rated the same as other NFIP policies – references to the General Rating Information earlier in this section. Both condominium associations and individual condominium unit owners can purchase NFIP coverage. The NFIP defines a condominium association as 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:

- Common elements owned in undivided shares by unit owners; *and*
- Other real property in which the unit owners have use rights.

Table 37. Methods for Insuring Condominiums

SCENARIO	POLICY FORM
#1 – Condominium Association Coverage for Residential Condominium Building	Use the RCBAP Form to insure a residential condominium building and contents owned by the condominium association. The condominium association must be named as the policyholder. • **Building Occupancy:** Residential Condominium Building • **Building Description:** Entire Residential Condominium Building • See Table 42 for optional insuring methods for a Townhouse or Rowhouse.
#2 – Residential Unit Owner Coverage in Residential Condominium Building	Use the Dwelling Form to insure an individual residential condominium unit and its contents in a residential condominium building. The unit owner must be named as the policyholder. • **Building Occupancy:** Residential Unit • **Building Description:** Residential Condominium Unit (in Residential Building)
#3 – Residential Unit Owner Coverage in Non-Residential Condominium Building	Use the Dwelling Form to insure an individual residential condominium unit owner's contents in a non-residential condominium building. The unit owner must be named as the policyholder. • **Building Occupancy:** Residential Unit • **Building Description:** Residential Condominium Unit (in Non-Residential Building)

Table 37. Methods for Insuring Condominiums *continued*

SCENARIO	POLICY FORM
#4 – Condominium Association Coverage for Non-Residential Condominium Building	Use the General Property Form to insure a non-residential condominium building and contents owned by the condominium association. The condominium association must be named as the policyholder. • **Building Occupancy:** Non-Residential Building • **Building Description:** Commercial, Detached Garage, Government-Owned, House of Worship, Recreation Building, Storage/Tool Shed, or Other Non-Residential Type
#5 – Non-Residential Unit Owner Coverage in Residential or Non-Residential Condominium Building	Use the General Property Form to insure a non-residential condominium unit owner's contents in a residential or non-residential condominium building. The unit owner must be named as the policyholder. • **Building Occupancy:** Non-Residential Unit • **Building Description:** Commercial, Government-Owned, House of Worship, Recreation Building, Storage/Tool Shed, or Other Non-Residential Type

2. Condominium Association Coverage for Residential Condominium Building (Scenario #1)

Use the Residential Condominium Building Association Policy (RCBAP) Form to insure a residential condominium building and contents that are owned by a condominium association. The condominium association must be named as the policyholder. **Table 38** describes the specific eligibility, rating, and claims handling requirements applicable to the RCBAP Form.

Table 38. Condominium Association Coverage for Residential Condominium Association Building (Scenario #1)

TOPIC	GUIDANCE
	Eligibility Rules
Policy Form	RCBAP (Building and Contents)
Program Eligibility	**Regular Program only** (RCBAPs in Emergency Program communities are only eligible for coverage under the Dwelling Form or General Property Form, as appropriate based on the building's total number of units.)
Building Eligibility	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) with one or more units. **Notes:** • When determining non-residential uses, exclude the common areas of the building from the building's total floor area. Exclude areas such as garages, lobbies, recreation rooms, storage/utility rooms, and hallways when determining residential use of a condominium building. • A townhouse or rowhouse in the condominium form of ownership may be insured as either an entire building (exterior, walls, and interior) or unit (interior). If insuring as an entire building and owned by a condominium association, it is eligible for the Residential Condominium Building Occupancy and RCBAP Form. • Timeshare buildings in condominium ownership are eligible for the RCBAP. • Residential condominium buildings used as hotels or motels or rented either short or long-term are eligible for the RCBAP.

Table 38. Condominium Association Coverage for Residential Condominium Association Building (Scenario #1) *continued*

TOPIC	GUIDANCE
Policyholder Eligibility	**Eligible Policyholders** • The policyholder must be a condominium association. • If the policyholder named is not clearly a condominium association, the insurer must have legal documentation confirming the entity is a condominium association. Acceptable examples of condominium association documentation include: – A copy of the condominium association bylaws; *or* – A statement signed by an officer or representative of the condominium association confirming the building is in the condominium form of ownership. • If a Homeowners Association (HOA) is in the condominium form of ownership, and its by-laws require purchase of flood insurance building coverage for its members, then the HOA may purchase an RCBAP. **Ineligible Policyholders** • Buildings in the cooperative form of ownership. • HOAs not in the condominium form of ownership.
Is the Policyholder a Condominium Association?	• Select "Yes" • If the policyholder is not a condominium association then the building is not eligible for the RCBAP Form; in that case, select "No" and use the Dwelling Form or General Property Form as appropriate based on the total number of units in the building.
Property Insured	• Condominium building. • Individually-owned units within the building. • Improvements within units. • Additions and extensions attached or connected to the insured building. • Fixtures, machinery, and equipment within the building. • Contents owned by the association. **Note:** The NFIP requires a separate policy for each building owned by a condominium association. Coverage applies to the single building described under Building Location on the Flood insurance Application Form and Insured Property Location on the Declarations Page.
Other Eligibility Rules	See guidance in Section 2: Before You Start
Geographic Location Variables	
See the Geographic Location Variables heading under General Rating Information above. • Building Location • Community Map Information and Flood Zone • Community Rating System Discount	

Table 38. Condominium Association Coverage for Residential Condominium Association Building (Scenario #1) *continued*

TOPIC	GUIDANCE
	Structural Variables
Building Occupancy	**Eligible for the RCBAP Form** • Select "Residential Condominium Building" • The building must meet the criteria for the Residential Condominium Building Occupancy to be eligible for the RCBAP Form (and vice versa since the criteria are identical). See the Building Occupancy heading under General Rating Information above. **Not Eligible for the RCBAP Form** • If a mixed-use single-family condominium building has non-residential uses between 25 percent and 49 percent of the building's total floor area, select the "Single-Family Home" Occupancy. • If a mixed-use single-family condominium building has non-residential uses greater than or equal to 50 percent of the building's total floor area, select the "Non-Residential Building" Occupancy. • If a mixed-use condominium building with two or more units has non-residential uses greater than or equal to 25 percent of the building's total floor area, select the "Non-Residential Building" occupancy. • If the policyholder is not a condominium association, select either the Single-Family Home, Two-to-Four Family Building, or Other Residential Building Occupancy depending on the building's total number of units. • If the building is located in an Emergency Program community, select either the Single-Family Home, Two-to-Four Family Building, or Other Residential Building Occupancy depending on the building's total number of units. • If insuring a townhouse or rowhouse in condominium ownership as a unit (as opposed to an entire building), select the Residential Unit occupancy. **Note:** The guidance in this Scenario #1 table is specific to the Residential Condominium Building Occupancy and RCBAP Form and does not cover residential condominiums that are ineligible and thus insured under a different Building Occupancy and policy form.
Building Description	Select "Entire Residential Condominium Building"
Construction Type	Not applicable to the Residential Condominium Building Occupancy.
Number of Elevators	If there are elevators within the building, enter the total number elevators, including those located inside an enclosure.
Number of Floors in Building	Determine the building's number of floors based on the number of floors above the ground, including hanging floors, but excluding mid-level entries, enclosures or basements (finished or unfinished), crawlspaces (on grade or subgrade) and attics (if not used for living space).
Total Number of Units in the Building	Determine the number of units in the building. If the building contains multiple units, count the total number of units including both residential and non-residential units.

Table 38. Condominium Association Coverage for Residential Condominium Association Building (Scenario #1) *continued*

TOPIC	GUIDANCE
Building Replacement Cost Value (BRCV)	FEMA will not determine the BRCV for this Building Occupancy. • The insurer must obtain BRCV of the building (including the cost of the building's foundation) based on appraisals commonly used in the industry. The documentation used to determine the BRCV must be maintained in the policy underwriting file by the insurer. • The insurer must maintain supporting documentation of the BRCV. Supporting documentation must include a recent appraisal stating the value of the building and its foundation on a Replacement Cost Value basis to meet this requirement. • The insurer must validate the BRCV information at least every 3 years. See notice requirements and a sample version in Appendix I: Policyholder Communications.
Other Structural Variables	For guidance on other structural variables, see the Structural Variables heading under General Rating Information above. • Foundation Type • First Floor Height • Machinery & Equipment Above First Floor • Proper Openings • Floodproofing • Prior NFIP Claims • Severe Repetitive Loss Property • Date of Construction • Rental Property • Building Over Water • Primary Residence Status
Coverage and Deductibles	
Maximum Coverage Limits	**Building:** Not to exceed the lesser of: • The building's replacement cost value; *or* • Total number of units × $250,000 **Contents:** Actual cash value (ACV) of commonly owned contents to a maximum of $100,000 per building. **Notes:** • A unit owner may purchase a Dwelling Form policy with building coverage for a residential condominium unit in a residential condominium building insured by an RCBAP. However, the NFIP will not pay more than $250,000 for combined coverage for a single unit under the Dwelling Form policy and the RCBAP. Insureds may not claim the same damaged items on more than one NFIP policy. • If insuring a residential condominium building in an Emergency Program community, determine the appropriate Building Occupancy and apply the associated maximum coverage limits. For the Single-Family Home and Two-to-Four Family Building Occupancies under the Dwelling Form, maximum limits of $35,000 building and $10,000 contents apply. For the Other Residential Building Occupancy under the General Property Form, maximum limits of $100,000 building and $10,000 contents apply.
ICC Coverage	Yes
Assessment Coverage	No

Table 38. Condominium Association Coverage for Residential Condominium Association Building (Scenario #1) *continued*

TOPIC	GUIDANCE	
Deductibles	See the Deductibles heading under General Rating Information above.	
Statutory Discounts		
See the Statutory Discounts heading under General Rating Information above. • Newly Mapped Discount • Pre-FIRM Discount • Other Statutory Discounts		
Assessments, Fees, and Surcharges		
Federal Policy Fee	**Number of Units**	**Federal Policy Fee**
	Units 1–20	$47 per unit
	Units 21–40	$20 per unit
	Units 41–100	$10 per unit
	Units 101+	$2 per unit
	Example for a building with 130 units: Units 1–20, add $47 per unit = $940 Units 21–40, add $20 per unit = $400 Units 41–100, add $10 per unit = $600 Units 101–130, add $2 per unit = $60 **Federal Policy Fee Total = $2,000** ($940+$400+$600+$60)	
Other Assessments and Surcharges	For guidance see the Assessments, Fees, and Surcharges heading under General Rating Information above. • Reserve Fund Assessment • HFIAA Surcharge • Probation Surcharge	
Claim Settlement		
Replacement Cost Coverage	• Yes, for the building only, subject to policy provisions. • RCV is the cost to replace property with the same type of material and construction without deduction for depreciation.	
Coinsurance Penalty	• The RCBAP coinsurance penalty applies to building coverage only. To receive full replacement cost, the insured must have purchased insurance in an amount equal to 80 percent of the full replacement cost of the building at the time of loss or the maximum amount of insurance available for that building under the NFIP, whichever is less. • For instructions and examples on the coinsurance penalty see the RCBAP Form, VII. Coinsurance.	
Incorrect SFIP Form		
Building Becomes Ineligible	• If an insurer discovers that a building is not eligible for the RCBAP, the insurer must cancel and rewrite the coverage under the correct form with the original effective date. See additional guidance under Reason Code 22 “Cancel and rewrite due to administrative error” in Section 6: How to Cancel. • The provisions of the correct SFIP form apply.	

Table 38. Condominium Association Coverage for Residential Condominium Association Building (Scenario #1) *continued*

TOPIC	GUIDANCE
Building Becomes Ineligible *continued*	• The insurer must set the amount of building or contents coverage according to the provisions of the correct SFIP form. The coverage amount on the correct SFIP form must equal (and may not exceed) the coverage amount on the canceled SFIP form and may not exceed the maximum coverage limits available on the correct SFIP form. If the policyholder requests to increase coverage above the coverage amount on the canceled SFIP form, the insurer must follow the standard endorsement procedures for adding or increasing coverage described in Section 4: How to Endorse.
Owner Becomes Ineligible	• If, during a policy term, the policy fails to meet the eligibility requirements due to a change in the form of ownership, it becomes ineligible for coverage under the RCBAP. • The insurer must cancel and rewrite the policy using the correct SFIP form. • The effective date of the cancellation is the date that the form of ownership changed.

3. Residential Unit Owner Coverage in Residential Condominium Building (Scenario #2)

a. General Information

Use the Dwelling Form to insure an individual residential condominium unit and its contents in a residential condominium building. The unit owner must be named as the policyholder. **Table 39** describes the applicable eligibility and rating requirements.

Table 39. Residential Unit Owner Coverage in Residential Condominium Building (Scenario #2)

TOPIC	GUIDANCE
	Eligibility Rules
Policy Form	Dwelling Form (Building and Contents)
Program Eligibility	Regular Program or Emergency Program
Building Eligibility	A residential condominium unit (or mixed-use unit with non-residential uses limited to less than 50 percent of the unit's total floor area) in a residential condominium building with one or more units, including a townhouse or rowhouse **Note:** See Scenario #3 for information on insuring a residential condominium unit in a non-residential condominium building.
Policyholder Eligibility	**Eligible Policyholders** • Unit owner or tenant (with contents only policy); • Condominium association in the name of the unit owner and the association as their interests may appear; *or* • Condominium association for an individual unit owned by the association. **Note:** When the applicant is the condominium association, the lender for the individual unit owner should not appear on the declarations page.
Is the Policyholder a Condominium Association?	• Generally select "No", including if the condominium association purchases the policy on behalf of a different unit owner. • Only select "Yes" if the condominium association owns the individual unit.

Table 39. Residential Unit Owner Coverage in Residential Condominium Building (Scenario #2) *continued*

TOPIC	GUIDANCE
Property Insured	• Building elements. • Individually-owned contents. • Interior walls, floor, and ceiling (not otherwise insured under a flood insurance policy purchased by the condominium association) for not more than 10 percent of the stated contents coverage amount.
Duplicate Coverage	• In an exception to the general rule that multiple policies with building coverage may not insure a single building, the insurer may issue a Dwelling Form policy with building coverage to a residential condominium unit owner in a condominium building also covered by an RCBAP. • However, no more than $250,000 may be paid in combined benefits for a single unit under the Dwelling Form and the RCBAP. Insureds may not claim damaged items under more than one policy. The NFIP will only pay for damaged items under one policy.
Other Eligibility Rules	See guidance in Section 2: Before You Start
Geographic Location Variables	
See the Geographic Location Variables heading under General Rating Information above • Building Location • Community Map Information and Flood Zone • Community Rating System Discount	
Structural Variables	
Building Occupancy	• Select “Residential Unit” • See the Building Occupancy heading under General Rating Information above
Building Description	• Select “Residential Condominium Unit (in Residential Building)” • See the Building Description heading under General Rating Information above
Construction Type	Not applicable
Foundation Type and First Floor Height	The general guidance applies even if the unit is not on the first floor; the NFIP is still interested in the entire building’s foundation and height above ground elevation. See the Foundation Type and First Floor Height headings under General Rating Information above.
Building Replacement Cost Value (BRCV)	FEMA will determine BRCV for the unit by using Application Form data and industry data connected with the property address. If FEMA is unable to determine the BRCV, the insurer must obtain the BRCV for the unit based on appraisals commonly used in the industry, and report it on the Application Form. FEMA reassesses its determination of BRCV at every renewal.
Number of Elevators	Not applicable
Number of Floors in Building	Indicate the total number of floors in the building even though the policy covers only an individual unit. Determine the building’s number of floors based on the number of floors above the ground, including hanging floors, but excluding mid-level entries, enclosures or basements (finished or unfinished), crawlspaces (on grade or subgrade) and attics (if not used for living space).
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.

Table 39. Residential Unit Owner Coverage in Residential Condominium Building (Scenario #2) *continued*

TOPIC	GUIDANCE
Total Number of Units in the 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 though 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.
Other Structural Variables	For guidance on other structural variables, see the Structural Variables heading under General Rating Information above. • Machinery & Equipment Above First Floor • Proper Openings • Floodproofing • Square Footage • Building Replacement Cost Value • Prior NFIP Claims • Severe Repetitive Loss Property • Date of Construction • Rental Property • Building Over Water • Primary Residence Status
Coverage and Deductibles	
Maximum Coverage Limits	**Regular Program** • **Building**: Not to exceed the lesser of: – The building's replacement cost value; *or* – $250,000 • **Contents**: $100,000 **Emergency Program** • **Building**: Not to exceed the lesser of: – The building's replacement cost value; *or* – $35,000 • **Contents**: $10,000
ICC Coverage	No
Assessment Coverage	Yes. See information in **Table 40** below.
Deductibles	See the Deductibles heading under General Rating Information above
Statutory Discounts	
See the Statutory Discounts heading under General Rating Information above • Newly Mapped Discount • Pre-FIRM Discount • Other Statutory Discounts	
Assessments, Fees, and Surcharges	
Federal Policy Fee	$47
Other Assessments and Surcharges	For guidance see the Assessments, Fees, and Surcharges heading under General Rating Information above. • Reserve Fund Assessment • HFIAA Surcharge • Probation Surcharge

Table 39. Residential Unit Owner Coverage in Residential Condominium Building (Scenario #2) *continued*

TOPIC	GUIDANCE
Claim Settlement	
Replacement Cost Coverage	Yes, subject to policy provisions

b. Assessment Coverage

Table 40 shows how assessment coverage applies after a loss. Assessment coverage is only available under the Dwelling Form, for residential condominium unit owners in residential condominium buildings. Two limitations apply:

- The insured cannot use the assessment coverage under the Dwelling Form to meet the 80 percent coinsurance provision of the RCBAP.
- The assessment coverage under the Dwelling Form does not apply to ICC coverage or buildings subject to continuous flooding from closed basin lakes.

Note: The RCBAP and General Property Forms do not provide assessment coverage.

Table 40. Assessment Coverage After a Loss

Condition At Time of Loss	Assessment Coverage Under the Dwelling Form
No RCBAP On the Entire Building	If the unit owner has purchased building coverage: • Responds to a loss assessment against the unit owner for damages to common areas, up to the building limit under the Dwelling Form. • If there is also damage to the building elements of the unit: – Coverage combination cannot exceed the maximum coverage limits available for a single-family dwelling. – Settlement of the unit building damages applies first and then the loss assessment.
If RCBAP Insured to at Least 80 Percent of the Building Replacement Cost	If the unit owner has purchased building coverage: • The loss assessment coverage under the Dwelling Form will pay that part of a loss that exceeds 80 percent of the association's building replacement cost. • The loss assessment coverage under the Dwelling Form will not cover the association's policy deductible purchased by the condominium association. • The RCBAP is primary and the Dwelling Form is considered excess. • Coverage combination cannot exceed the maximum coverage limits available for a single-family dwelling.
If RCBAP Insured to Less Than 80 Percent of the Building Replacement Cost	If the unit owner has purchased building coverage: • The RCBAP is primary and the Dwelling Form is considered excess. • The Dwelling Form will respond to a loss assessment resulting from the coinsurance penalty under the RCBAP, even if the loss did not meet the RCBAP limits.

4. Residential Unit Owner Coverage in Non-Residential Condominium Building (Scenario #3)

Use the Dwelling Form to insure an individual residential condominium unit owner's contents in a non-residential condominium building. The unit owner must be named as the policyholder. **Table 41** describes the applicable eligibility and rating requirements.

Table 41. Residential Unit Owner Coverage in Non-Residential Condominium Building (Scenario #3)

TOPIC	GUIDANCE
Eligibility Rules	
Policy Form	Dwelling Form (Contents Only)
Program Eligibility	Regular Program or Emergency Program
Building Eligibility	A residential condominium unit (or mixed-use unit with non-residential uses limited to less than 50 percent of the unit's total floor area) in a non-residential condominium building with one or more units, including a townhouse or rowhouse
Policyholder Eligibility	**Eligible Policyholders** • Unit owner; • Condominium association in the name of the unit owner and the association as their interests may appear; *or* • Condominium association for an individual unit owned by the association. **Note:** When the applicant is the condominium association, the lender for the individual unit owner should not appear on the declarations page.
Is the Policyholder a Condominium Association?	• Generally select "No", including if the condominium association purchases the policy on behalf of a different unit owner. • Only select "Yes" if the condominium association owns the individual unit.
Property Insured	• Individually-owned contents. • Interior walls, floor, and ceiling (not otherwise insured under a flood insurance policy purchased by the condominium association) for not more than 10 percent of the stated contents coverage amount.
Other Eligibility Rules	See guidance in Section 2: Before You Start
Geographic Location Variables	
See the Geographic Location Variables heading under General Rating Information above • Building Location • Community Map Information and Flood Zone • Community Rating System Discount	
Structural Variables	
Building Occupancy	• Select "Residential Unit" • See the Building Occupancy heading under General Rating Information above
Building Description	• Select "Residential Condominium Unit (in Non-Residential Building)" • See the Building Description heading under General Rating Information above
Construction Type	Not applicable
Foundation Type and First Floor Height	The general guidance applies even if the unit is not on the first floor the NFIP is still interested in the whole building's foundation and height above ground elevation. See the Foundation Type and First Floor Height headings under General Rating Information above.
Building Replacement Cost Value (BRCV)	FEMA will determine BRCV for the unit by using Application Form data and industry data connected with the property address. If FEMA is unable to determine the BRCV, the insurer must obtain the BRCV for the unit based on appraisals commonly used in the industry, and report it on the Application Form. FEMA reassesses its determination of BRCV at every renewal.

Table 41. Residential Unit Owner Coverage in Non-Residential Condominium Building (Scenario #3) *continued*

TOPIC	GUIDANCE
Number of Elevators	Not applicable
Number of Floors in Building	Indicate the total number of floors in the building even though the policy covers only an individual unit. Determine the building's number of floors based on the number of floors above the ground, including hanging floors, but excluding mid-level entries, enclosures or basements (finished or unfinished), crawlspaces (on grade or subgrade) and attics (if not used for living space).
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.
Total Number of Units in the 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 though 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.
Other Structural Variables	For guidance on other structural variables, see the Structural Variables heading under General Rating Information above. • Machinery & Equipment Above First Floor • Proper Openings • Floodproofing • Square Footage • Building Replacement Cost Value • Prior NFIP Claims • Severe Repetitive Loss Property • Date of Construction • Rental Property • Building Over Water • Primary Residence Status
Coverage and Deductibles	
Maximum Coverage Limits	**Regular Program** • **Contents:** $100,000 **Emergency Program** • **Contents:** $10,000
ICC Coverage	No
Assessment Coverage	No
Deductibles	See the Deductibles heading under General Rating Information above
Statutory Discounts	
See the Statutory Discounts heading under General Rating Information above • Newly Mapped Discount • Pre-FIRM Discount • Other Statutory Discounts	
Assessments, Fees, and Surcharges	
Federal Policy Fee	$47

Table 41. Residential Unit Owner Coverage in Non-Residential Condominium Building (Scenario #3) *continued*

TOPIC	GUIDANCE
Other Assessments and Surcharges	For guidance see the Assessments, Fees, and Surcharges heading under General Rating Information above. • Reserve Fund Assessment • HFIAA Surcharge • Probation Surcharge
Claim Settlement	
Replacement Cost Coverage	No

5. Condominium Association Coverage for Non-Residential Condominium Building (Scenario #4)

Use the General Property Form to insure a non-residential condominium building and the commonly owned contents. The condominium association must be named as the policyholder. **Table 42** describes the applicable eligibility and rating requirements.

Table 42. Condominium Association Coverage for Non-Residential Condominium Building (Scenario #4)

TOPIC	GUIDANCE
Eligibility Rules	
Policy Form	General Property Form (Building and Contents)
Program Eligibility	Regular Program or Emergency Program
Building Eligibility	• Non-residential condominium building with one or more units • Mixed-use condominium building if non-residential uses are 25 percent or more of the building's total floor area.
Policyholder Eligibility	Non-residential condominium association
Is the Policyholder a Condominium Association?	Select "Yes"
Property Insured	The property insured includes: • Condominium building. • Individually owned units within the building. • Improvements within units. • Additions and extensions attached or connected to the insured building. • Fixtures, machinery, and equipment within building. • Contents owned by the association. • Non-residential common building elements and the contents.. **Note:** The NFIP requires a separate policy for each building owned by a condominium association. Coverage applies to the single building described under Building Location on the Application Form and Insured Property Location on the Declarations Page.

Table 42. Condominium Association Coverage for Non-Residential Condominium Building (Scenario #4) *continued*

TOPIC	GUIDANCE
Other Eligibility Rules	See guidance in Section 2: Before You Start
Geographic Location Variables	
See the Geographic Location Variables heading under General Rating Information above • Building Location • Community Map Information and Flood Zone • Community Rating System Discount	
Structural Variables	
Building Occupancy	• Select "Non-Residential Building" • See the Building Occupancy heading under General Rating Information above.
Building Description	Select one of the following that best describes the building: • Commercial • Detached Garage • Government-Owned • House of Worship • Recreation Building • Storage/Tool Shed • Other Non-Residential Type See the Building Description heading under General Rating Information above
Construction Type	Not applicable to the Non-Residential Building Occupancy.
Number of Elevators	If there are elevators within the building, enter the total number elevators, including those located inside an enclosure.
Number of Floors in Building	Determine the building's number of floors based on the number of floors above the ground, including hanging floors, but excluding mid-level entries, enclosures or basements (finished or unfinished), crawlspaces (on grade or subgrade) and attics (if not used for living space).
Total Number of Units in the Building	Determine the number of units in the building. If the building contains multiple units, count the total number of units in the building including both residential and non-residential units.
Building Replacement Cost Value (BRCV)	• The Insurer must obtain the BRCV (including the cost of the buildings foundation) based on commonly used industry practices. • Supporting BRCV documentation is not required if: – The Building Description is either Storage/Tool Shed or Detached Garage; *or* – The building's square footage is less than 1,000 square feet. • The insurer must validate the BRCV information at least every 3 years. See notice requirements and a sample version in Appendix I: Policyholder Communications.

Table 42. Condominium Association Coverage for Non-Residential Condominium Building (Scenario #4) *continued*

TOPIC	GUIDANCE
Other Structural Variables	For guidance on other structural variables, see the Structural Variables heading under General Rating Information above. • Foundation Type • First Floor Height • Machinery & Equipment Above First Floor • Proper Openings • Floodproofing • Prior NFIP Claims • Severe Repetitive Loss Property • Date of Construction • Rental Property • Building Over Water • Primary Residence Status
Coverage and Deductibles	
Maximum Coverage Limits	**Regular Program** • **Building:** Not to exceed the lesser of: – The building's replacement cost value; *or* – $500,000 • **Contents:** $500,000 **Emergency Program** • **Building:** Not to exceed the lesser of: – The building's replacement cost value; *or* – $100,000 • **Contents:** $100,000
ICC Coverage	Yes
Assessment Coverage	No
Deductibles	See the Deductibles heading under General Rating Information above
Statutory Discounts	
See the Statutory Discounts heading under General Rating Information above • Newly Mapped Discount • Pre-FIRM Discount • Other Statutory Discounts	
Assessments, Fees, and Surcharges	
Federal Policy Fee	$47
Other Assessments and Surcharges	For guidance see the Assessments, Fees, and Surcharges heading under General Rating Information above. • Reserve Fund Assessment • HFIAA Surcharge • Probation Surcharge

Table 42. Condominium Association Coverage for Non-Residential Condominium Building (Scenario #4) *continued*

TOPIC	GUIDANCE
Claim Settlement	
Replacement Cost Coverage	No

6. Non-Residential Unit Owner Coverage in Residential or Non-Residential Condominium Building (Scenario #5)

Use the General Property Form to insure a non-residential condominium unit owner's contents in a residential or non-residential building. The unit owner must be named as the policyholder. **Table 43** describes the applicable eligibility and rating requirements.

Table 43. Non-Residential Unit Owner Coverage in Residential or Non-Residential Condominium (Scenario #5)

TOPIC	GUIDANCE
Eligibility Rules	
Policy Form	General Property Form (Contents Only)
Program Eligibility	Regular Program and Emergency Program
Building Eligibility	A non-residential condominium unit in a residential or non-residential condominium building with one or more units, including a townhouse or rowhouse.
Property Insured	• Contents of non-residential condominium unit. • A condominium unit owner may apply up to 10 percent of the contents coverage limit, chosen by the policyholder, to cover loss to interior walls, floor, and ceiling that are not insured under a policy issued to the condominium association insuring the condominium building. • A tenant may apply up to 10 percent of the contents coverage limit to improvements: – Made a part of the building the tenant occupies; *and* – The tenant acquired, or made at the tenant's expense, even though the tenant cannot legally remove. • This coverage does not increase the amount of insurance that applies to insured personal property
Policyholder Eligibility	**Eligible Policyholders** • Unit owner; *or* • Tenant.
Is the Policyholder a Condominium Association?	• Generally select "No", including if the condominium association purchases the policy on behalf of a different unit owner. • Only select "Yes" if the condominium association owns the individual unit.
Other Eligibility Rules	See guidance in Section 2: Before You Start

Table 43. Non-Residential Unit Owner Coverage in Residential or Non-Residential Condominium (Scenario #5) *continued*

TOPIC	GUIDANCE
Geographic Location Variables	
See the Geographic Location Variables heading under General Rating Information above • Building Location • Community Map Information and Flood Zone • Community Rating System Discount	
Structural Variables	
Building Occupancy	• Select "Non-Residential Building" • See the Building Occupancy heading under General Rating Information above.
Building Description	Select one of the following that best describes the building: • Commercial • Government-Owned • House of Worship • Recreation Building • Storage/Tool Shed • Other Non-Residential Type See the Building Description heading under General Rating Information above
Construction Type	Not applicable
Foundation Type & First Floor Height	The general guidance applies even if the unit is not on the first floor the NFIP is still interested in the entire building's foundation and height above ground elevation. See the Foundation Type and First Floor Height headings under General Rating Information above.
Building Replacement Cost Value (BRCV)	• The Insurer must obtain the BRCV for the unit based on commonly used industry practices. • Supporting BRCV documentation is not required if: – The Building Description is either Storage/Tool Shed or Detached Garage; *or* – The building's square footage is less than 1,000 square feet. • The insurer must update the BRCV information at least every 3 years. See notice requirements and a sample version in Appendix I: Policyholder Communications.
Number of Elevators	Not applicable
Number of Floors in Building	Indicate the total number of floors in the building even though the policy covers only an individual unit. Determine the building's number of floors based on the number of floors above the ground, including hanging floors, but excluding mid-level entries, enclosures or basements (finished or unfinished), crawlspaces (on grade or subgrade), and attics (if not used for living space).
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.
Total Number of Units in the 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 though 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.

Table 43. Non-Residential Unit Owner Coverage in Residential or Non-Residential Condominium (Scenario #5) *continued*

TOPIC	GUIDANCE
Other Structural Variables	For guidance on other structural variables, see the Structural Variables heading under General Rating Information above. • Machinery & Equipment Above First Floor • Proper Openings • Floodproofing • Prior NFIP Claims • Severe Repetitive Loss Property • Date of Construction • Rental Property • Building Over Water • Primary Residence Status
Coverage and Deductibles	
Maximum Coverage Limits	**Regular Program** • **Contents:** $500,000 **Emergency Program** • **Contents:** $100,000
ICC Coverage	No
Assessment Coverage	No
Deductibles	See the Deductibles heading under General Rating Information above
Statutory Discounts	
See the Statutory Discounts heading under General Rating Information above • Newly Mapped Discount • Pre-FIRM Discount • Other Statutory Discounts	
Assessments, Fees, and Surcharges	
Federal Policy Fee	$47
Other Assessments and Surcharges	For guidance see the Assessments, Fees, and Surcharges heading under General Rating Information above. • Reserve Fund Assessment • HFIAA Surcharge • Probation Surcharge
Claim Settlement	
Replacement Cost Coverage	No

B. Applying the Condominium Rating Scenarios

Tables 44–46 apply the five scenarios above to various specific situations that can arise when writing policies for condominium buildings and units. The tables clarify what Building Occupancy and Building Description to select and what condominium rating scenario and policy form applies.

Table 44. Single-Family Residential Building or Individual Residential Townhouse or Rowhouse in a Condominium Complex

Situation	Is the Policyholder a Condominium Association?	Building Occupancy	Building Description	Rating Scenario & Policy Form	Type of Coverage Available
Residential Condominium Building or Unit in Such a Building					
Single-Family Residential Condominium Building (a one-unit building in a condominium complex)	**YES** (Purchased by the condominium association to insure the entire building)	Residential Condominium Building	Entire Residential Condominium Building	**Scenario #1:** RCBAP	Building and Contents
	YES *or* **NO** (Purchased by or on behalf of the unit owner – which may be the association – to insure the building's single unit, whether or not the condominium association has an RCBAP on the building)	Residential Unit	Residential Condominium Unit (in Residential Building)	**Scenario #2:** Dwelling	Building and Contents
Townhouse or Rowhouse Condominium					
Individual Residential Townhouse or Rowhouse (in a row of townhouse or rowhouse condominiums but insured as a single building)	**YES** (Purchased by the condominium association to insure the entire building)	Residential Condominium Building	Entire Residential Condominium Building	**Scenario #1:** RCBAP	Building and Contents
	YES *or* **NO** (Purchased by or on behalf of the unit owner – which may be the association – to insure the townhouse or rowhouse's single unit, whether or not the condominium association has an RCBAP on the building)	Residential Unit	Residential Condominium Unit (in Residential Building)	**Scenario #2:** Dwelling	Building and Contents

Table 45. Residential Condominium Building with 2-4 Units, or a Unit in Such a Building (Non-Townhouse/Rowhouse)

Situation	Is the Policyholder a Condominium Association?	Building Occupancy	Building Description	Rating Scenario & Policy Form	Type of Coverage Available
Residential Condominium Building or Unit in Such a Building					
Residential Condominium Building with 2–4 Units	**YES** (Purchased by the condominium association to insure the entire building)	Residential Condominium Building	Entire Residential Condominium Building	**Scenario #1:** RCBAP	Building and Contents
Residential Unit in 2–4 Family Residential Condominium Building	**YES** *or* **NO** (Purchased by or on behalf of a unit owner – which may be the association – to insure an individual unit, whether or not the condominium association has an RCBAP on the building)	Residential Unit	Residential Condominium Unit (in Residential Building)	**Scenario #2:** Dwelling	Building and Contents
Non-Residential Unit in 2–4 Family Residential Condominium Building	**YES** *or* **NO** (Purchased by or on behalf of a unit owner – which may be the association – to insure an individual unit, whether or not the condominium association has an RCBAP on the building)	Non-Residential Unit	Pick one: • Commercial • Government-Owned • House of Worship • Recreation Building • Storage/Tool Shed • Other Non-Residential Type	**Scenario #5:** General Property	Contents

Table 46. Residential Condominium Building with Five or More Units, or a Unit in Such a Building (Non-Townhouse/Rowhouse)

Situation	Is the Policyholder a Condominium Association?	Building Occupancy	Building Description	Rating Scenario & Policy Form	Type of Coverage Available
Residential Condominium Building or Unit in Such a Building					
Residential Condominium Building with Five or More Units	**YES** (Purchased by the condominium association to insure the entire building)	Residential Condominium Building	Entire Residential Condominium Building	**Scenario #1:** RCBAP	Building and Contents
Residential Unit in Residential Condominium Building with Five or More Units	**YES** *or* **NO** (Purchased by or on behalf of a unit owner – which may be the association – to insure an individual unit, whether or not the condominium association has an RCBAP on the building)	Residential Unit	Residential Condominium Unit (in Residential Building)	**Scenario #2:** Dwelling	Building and Contents

Table 46. Residential Condominium Building with Five or More Units, or a Unit in Such a Building (Non-Townhouse/Rowhouse) *continued*

Situation	Is the Policyholder a Condominium Association?	Building Occupancy	Building Description	Rating Scenario & Policy Form	Type of Coverage Available
Non-Residential Unit in Residential Condominium Building with Five or More Units	**YES** *or* **NO** (Purchased by or on behalf of a unit owner – which may be the association – to insure an individual unit, whether or not the condominium association has an RCBAP on the building)	Non-Residential Unit	Pick one: • Commercial • Government-Owned • House of Worship • Recreation Building • Storage/Tool Shed • Other Non-Residential Type	**Scenario #5:** General Property	Contents

Table 47. Non-Residential Condominium Building, or Unit in Such a Building

Situation	Is the Policyholder a Condominium Association?	Building Occupancy	Building Description	Rating Scenario & Policy Form	Type of Coverage Available
Single-Unit Non-Residential Condominium Building, or Unit in Such a Building					
Non-Residential Single-Unit Condominium Building (in a condominium complex)	**YES** (Purchased by the condominium association to insure the entire building)	Non-Residential Building	Pick one: • Commercial • Detached Garage • Government-Owned • House of Worship • Recreation Building • Storage/Tool Shed • Other Non-Residential Type	**Scenario #4:** General Property	Building and Contents
	YES *or* **NO** (Purchased by or on behalf of the unit owner – which may be the association – to insure the building's single unit, whether or not the condominium association has a General Property Form policy on the building)	Non-Residential Unit	Pick one: • Commercial • Government-Owned • House of Worship • Recreation Building • Storage/Tool Shed • Other Non-Residential Type	**Scenario #5:** General Property	Contents
Non-Residential Condominium Building with Multiple Units, or Unit in Such a Building					
Non-Residential Condominium Building with Multiple Units	**YES** (Purchased by the condominium association to insure the entire building)	Non-Residential Building	Pick one: • Commercial • Government-Owned • House of Worship • Recreation Building • Storage/Tool Shed • Other Non-Residential Type	**Scenario #4:** General Property	Building and Contents

Table 47. Non-Residential Condominium Building, or Unit in Such a Building *continued*

Situation	Is the Policyholder a Condominium Association?	Building Occupancy	Building Description	Rating Scenario & Policy Form	Type of Coverage Available
Non-Residential Unit in a Non-Residential Condominium Building with Multiple Units	**YES** *or* **NO** (Purchased by or on behalf of a unit owner – which may be the association – to insure an individual unit, whether or not the condominium association has a General Property Form policy on the building)	Non-Residential Unit	Pick one: • Commercial • Government-Owned • House of Worship • Recreation Building • Storage/Tool Shed • Other Non-Residential Type	**Scenario #5:** General Property	Contents
Residential Unit in a Non-Residential Condominium Building with Multiple Units	**YES** *or* **NO** (Purchased by or on behalf of a unit owner – which may be the association – to insure an individual unit, whether or not the condominium association has a General Property Form policy on the building)	Residential Unit	Residential Condominium Unit (in Non-Residential Building)	**Scenario #3:** Dwelling	Contents

IV. Provisional Rating Information

A. General Information

Insurers should use provisional rates to enable coverage when the FEMA system is unavailable, or when FEMA has provided guidance to use provisional rating.

When the system is once again available to provide a rating engine rate, the insurer will finish processing the policy or, if the policy was already submitted to FEMA's system with the provisional rate, endorse the policy to a rating engine rate. FEMA highly recommends that the insurer endorse the policy to a rating engine rate within 60 days of the Application Form submission. The following rules govern use of provisional rating:

- Provisionally rated policies are valid for 1 year.
- Provisionally rated policies cannot be renewed.
- Provisionally rated policies may be endorsed during the policy term or by new application at renewal to obtain a rating engine rate.
- The insurer must submit the endorsement to FEMA for a premium before any claim payment in the event of a loss.
- When writing a provisionally rated policy, use the effective date rules in Section 2: Before You Start. No waiting period applies when endorsing to a rating engine rate unless the policyholder requests increased or additional coverage, in which case that coverage is subject to a waiting period consistent with the guidance in Section 4: How to Endorse.
- A provisionally rated policy cannot be canceled and rewritten as another provisionally rated policy.
- The insurer may not endorse a provisionally rated policy to increase coverage until the policy is endorsed to a rating engine rate.

B. Eligibility

FEMA authorizes NFIP insurers to use provisional rates (at their discretion) in the following scenarios:

- Planned FEMA maintenance windows.
- Geolocation variable issues – When FEMA's system does not return one or more geolocation variables required for rating (for example, distance to flooding source) based on the submitted geolocation. This does not include scenarios where FEMA's geocoder cannot successfully produce a latitude and longitude for a submitted address. **Note:** See the Geolocation heading under General Rating Information above for guidance on submitting the building's latitude and longitude to enable geolocation.
- Unplanned outages:
  - Unplanned FEMA system outage; *or*
  - Issue between FEMA and insurer system where the responsible party is unclear. The insurer must document the quote/policy file.

FEMA does not authorize NFIP insurers to use provisional rates in the following situations:

- Planned NFIP insurer or vendor maintenance windows
- Known NFIP insurer or vendor system issues
- Issues with FEMA third-party tools: Geocoder, First Floor Height Tool, Replacement Cost Value

The following are eligible for provisional rating:

- All Building Occupancies
- All policy forms
- All foundation types
- Regular Program and Emergency Program communities

C. Rates

Table 48 shows the provisional rates used to determine premium for all policy types.

Table 48. Provisional Rates for All Policy Types

Policy Type	Premium
Building Coverage	$5.30 / $1,000 of Building Limit
Contents Coverage	$9.80 / $1,000 of Contents Limit

For provisionally rated policies, calculate the building and contents premiums by applying the rate per thousand to the amount of coverage requested. Provisionally rated policies are subject to the ICC premium, calculated as 1.9 percent of the building and contents coverage premiums. The building, contents, and ICC premiums combine to an adjusted premium. The Reserve Fund Assessment, Federal Policy Fee, HFIAA Surcharge, and Probation Surcharge (if applicable), and Federal Policy Fee are applied to that adjusted premium to calculate the total amount due. For additional information, see the Assessments, Fees, and Surcharges heading under General Rating Information above. Provisionally rated policies are not eligible for CRS discounts. Follow the steps in **Table 49** to determine the total amount due.

Table 49. Calculate Premium for a Provisional-Rated Policy

Step	Action	Reference/Guidance
1	**Apply the rate**	$5.30 per $1,000 of Building Limits and $9.80 per $1,000 of Contents Limits.
2	**Apply standard deductible**	Apply deductible of $2,000 building / $2,000 contents (only option).
3	**Add ICC premium (if eligible)**	If eligible for ICC coverage, apply 1.9 percent of the building and contents coverage premiums. For more information about ICC eligibility, see the ICC Coverage heading above.
4	**Apply Reserve Fund Assessment**	Apply 18 percent of the adjusted premium (building, contents, and ICC premiums).
5	**Add HFIAA Surcharge**	See Table 34. HFIAA Surcharge under the Assessments, Fees, and Surcharges heading above to determine the applicable surcharge.
6	**Add Federal Policy Fee**	See Table 35. Federal Policy Fee under the Assessments, Fees, and Surcharges heading above for the applicable fee.
7	**Add Probation Surcharge**	Insurer must determine if the community is on NFIP probation. Add a $50 Probation Surcharge if the community is on probation.

D. Premium Adjustments

When the system is available to obtain a rating engine rate, the insurer must submit all required rating information by endorsement to FEMA. Follow the guidance in Section 4: How to Endorse on premium-bearing endorsements, in particular the Refund heading if the rating engine rate is lower than the provisional rate the policyholder initially paid. If the rating engine rate is higher, follow the guidance under the Reformation Due to Insufficient Premium or Rating Information heading in Section 2 Before You Start.

E. Notification

The insurer must provide notice to the policyholder, agent and lender (if applicable) that provisional rating was used and explaining the provisional rating process, the non-renewability of a provisionally rated policy, the inability to file a claim on a provisionally rated policy before endorsement to a rating engine rate, and FEMA's recommendation that the policy should be re-rated promptly using the endorsement process. See the sample notification letter in Appendix I: Policyholder Communications.

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4. How to Endorse

This section provides guidance on how to endorse a policy. An endorsement is a change or correction to an existing NFIP policy that may or may not affect premium.

I. Endorsement Process

A. General Change Endorsement Form

To endorse a policy, submit a completed Endorsement Form (FF-206-FY-21-119 or a similar request) and attach an updated copy of the Flood Insurance Application Form (FF-206-FY-21-117) reflecting only the changes to the policy. Supporting documentation and premium must be submitted with the endorsement request when necessary. Copies of the forms are located in Appendix B: Forms.

The Endorsement Form cannot be used to:

- Renew a policy;
- Extend or change a policy term; *or*
- Correct the effective date of a policy.

Please see Reason Code 22 in Section 6: How to Cancel for additional information on when to cancel and rewrite a policy.

When canceling and rewriting a policy, the annual premium amount may change due to updated rating information, premium rate changes, or changes in discount amounts.

Policies cannot be endorsed to account for rating plan changes during a policy term, including changes that would decrease premium. Premium-bearing changes must reflect the rating plan and CRS discounts in place on the policy's effective date.

Note: If the FEMA system is not available when trying to process an endorsement transaction, submit the endorsement as soon as the system becomes available.

B. Signatures

A signature is required for all endorsements. The policyholder must sign the General Change Endorsement Form or similar document when there is a request to reduce policy limits, increase the deductible, assign the policy, or change the agent of record.

Note: Signatures are not required on the Application Form when it is submitted with the General Change Endorsement Form (FF-206-FY-21-119).

Insurers can accept electronic endorsement submissions. See the Administrative Topics heading in Section 2: Before You Start for additional information on electronic signatures.

C. Non-Premium and Premium-Bearing Changes

Endorsement requests may be non-premium or premium-bearing. An endorsement request can also include non-premium and premium-bearing changes in the same transaction. When combined, the effective date for the premium-bearing change should be used as the transaction effective date.

1. Non-Premium Changes

Non-premium changes are endorsements that do not require additional premium to process the transaction. Examples of non-premium changes include:

- Changing the mailing address.
- Assigning the policy.

- Changing a mortgagee.
- Changing the agent of record.

a. Process for Submitting a Non-Premium Change

Below is a high-level summary of the process for submitting a non-premium change.

- **Agent** – Using the insurer system, work with the policyholder to complete the Endorsement Form and update the Application Form with the endorsement information and submit it to the insurer.
- **Insurer** – Validate the endorsement information, determine the endorsement effective date, issue the policy and declarations page, and report policy data to FEMA.

2. Premium-Bearing Changes

Premium-bearing changes are endorsements that impact rating variables, which may change the policy premium and result in a refund or insufficient premium. Similar to the application process, FEMA will provide the insurer the updated cost information for the premium-bearing endorsement, using the rating plan and CRS discount in place on the policy's effective date. As explained in the process below, the insurer must take the prorated premium, if necessary, using the determined endorsement effective date and determine whether a refund or insufficient premium applies.

Examples of premium-bearing changes include:

- Rating adjustment.
- Rating correction.
- Coverage or deductible change.
- Rate category change.
- Adding an Elevation Certificate (EC).

a. Process for Submitting a Premium Change

Below is a high-level summary of the process for submitting a premium change.

- **Agent** – Using the insurer system, work with the policyholder to complete the Endorsement Form; update the Application Form with the endorsement information; and submit the information to FEMA for a premium quote.
- **FEMA** – Calculate the premium with the updated endorsement information using the rating plan and CRS discount in place on the policy's effective date for the full term; send the updated cost information to the insurer system.
- **Insurer** – Determine whether a refund or insufficient premium applies.
- **Agent** – Apprise the policyholder of the total amount due and, if they want to proceed, collect the premium and any supporting documentation and submit it to the insurer.
- **Insurer** – Validate the payment; confirm the policy effective date; issue a revised declarations page; and report policy data to FEMA. **Note:** If the endorsement effective date changes, a new premium quote is required.

b. Statutory Annual Increase Cap

Most premium rates may not increase by more than 18 percent each year, whether at renewal or by endorsement, except when increasing coverage, decreasing the amount of the deductible, or reflecting a change in the CRS discount.[1] Certain

1. 42 U.S.C. 4015(e)

premium-bearing changes that are similar to writing a new policy are also exempt from the 18 percent cap on annual rate increases, for example an endorsement for a Policy Form update or correction, completed construction, or a property address correction (if keyed incorrectly).

D. Refund

Insurers must refund premium if an endorsement results in lowered premium. Insurers must process the return premium on all policy terms for which they are the insurer of record. The Federal Policy Fee and Probation Surcharge (if applicable) are not subject to calculation of return premiums. Insurers may not process an endorsement refund for canceled or inactive policies.

1. Prior Term Refunds (PTRs)

The insurer must process the return premium request for all required terms. In cases where the insurer is unable to process return premiums beyond two terms, they may submit them to FEMA for processing.

For a return premium request that covers more than two policy terms, lapses in coverage do not extend the number of policy terms a premium refund can cover. The insurer must include any lapse in coverage when determining the number of years allowed for a refund and must provide proper documentation. The insurer must reimburse FEMA for any refunds exceeding the allowable amount.

The documentation to FEMA must include:

- PTR worksheet showing current and revised premiums.
- Current declarations page.
- Revised quotes for each term.

The insurers must send the request and documentation to FEMA by email at: FEMA-NFIPCustomerServiceCenter@fema.dhs.gov.

FEMA will notify the insurer of the premium refunded and the Expense Allowance due to the NFIP. The insurer must maintain this documentation as part of their underwriting file. FEMA will return refund requests that are inaccurate or incomplete.

E. Insufficient Premium

If an endorsement results in a higher premium, the insurer must collect the additional premium before processing the endorsement. The procedures for processing such an endorsement depend on whether the endorsement is elective (optional for the policyholder) or required (needed to properly rate the policy). Note that these distinctions are only relevant when the premium previously paid is insufficient, not when an endorsement results in a refund. **Table 1** describes the procedures that apply in each case.

Table 1. Procedures if a Premium-Bearing Endorsement Results in Insufficient Premium

Type of Premium-Bearing Endorsement	Procedure If Premium Insufficient
Elective Endorsement Including but not limited to: • Coverage or deductible change	• The insurer must collect the additional premium and receive payment before processing the endorsement. • If the insurer receives the full amount due, it processes the endorsement. • If the insurer receives payment but less than the full amount due to purchase the endorsement requested, it must proceed with endorsing the policy to the amount of coverage that the premium received can purchase after deducting the costs of all applicable fees and surcharges. See the applicable procedures under the Reformation Due to Insufficient Premium or Rating Information heading in Section 2: Before You Start. • If the insurer receives no payment, it must nullify the endorsement.
Required Endorsement Including but not limited to: • Rating adjustment • Rating correction • Correcting or updating the policy form • Rate category change	• Knowing that the policy's current rating is incorrect, the insurer must endorse the policy whether or not it receives additional premium. • The insurer must collect the additional premium. If the insurer receives the full amount due, it processes the endorsement. • If the insurer receives no payment or a payment less than the full amount due, see the applicable procedures under the Reformation Due to Insufficient Premium or Rating Information heading in Section 2: Before You Start. The insurer must process the endorsement to correct the rating and reform the policy by reducing coverage to the amount that the premium received can purchase. **Note:** When processing a rating correction involving an incorrect property location or flood zone, follow the guidance under the Exception When Reforming a Policy Due to an Incorrect Geolocation or Flood Zone heading in Section 2: Before You Start.[2]

II. Coverage and Deductible Changes

A. Adding or Increasing Coverage

Policyholders may add or increase coverage on their policy any time during the policy term. Upon receiving a completed Endorsement Form and updated Application Form reflecting only the changes to the policy, FEMA will provide the insurer updated cost information using the endorsement effective date determined by the insurer based on the guidance below. The insurer must receive payment before processing an endorsement to add or increase coverage (see detailed guidance under the Insufficient Premium heading above).

1. Effective Dates for Endorsements Adding or Increasing Coverage

In general, endorsements adding or increasing coverage become effective following a 30-day waiting period. However, there are three exceptions listed below:

- **Map Revision Exception:** Coverage becomes effective after a 1-day waiting period during the first 13 months following a flood map revision newly

2. 42 U.S.C. 4015(f)

identifying a building as located within a Special Flood Hazard Area (SFHA) when it was previously identified as outside of an SFHA.

- **Loan Exception:** If the initial purchase of additional or increased flood insurance coverage is in connection with making, increasing, extending, or renewing a loan secured by the insured property (for example, a mortgage loan) – and if the NFIP receives the endorsement request and full amount due within specified timeframes – then no waiting period applies and coverage becomes effective as of the time of the loan closing.
- **Post-Wildfire Exception:** Coverage becomes effective after a 1-day waiting period if:
  - The insured property is privately-owned (property not owned by a federal, state, local, territorial, or tribal government) and experiences damage caused by a flood that originated on federal land;
  - Post-wildfire conditions on federal lands caused or worsened the flooding; *and*
  - The policyholder purchased the additional or increased coverage either:
    - On or before the fire containment date; *or*
    - During the 60-calendar day period following the fire containment date.

See the Effective Dates for New Policies and Endorsements heading in Section 2: Before You Start for additional information on the 30-day waiting period rule and the three exceptions.

B. Reducing Coverage

1. Reduction in Building Coverage

During a policy term, policyholders may only reduce building coverage to align the coverage amount with the current replacement cost value of the insured building or due to the removal of a portion of the building. Insurers may not accept endorsements that reduce building coverage without valid explanation. For example, a valid explanation would be, "A wing of the building was damaged by fire and the building was repaired without the wing."

2. Reduction in Contents Coverage

During a policy term, policyholders may only reduce contents coverage when they sell or remove a portion of the contents, reducing the contents' value to less than the amount insured. Insurers may not accept endorsements that reduce contents coverage without valid explanation. For example, a valid explanation would be, "The policyholder moved out of the house and a limited amount of insured contents remain at the described location."

3. Effective Dates for Endorsements Reducing Coverage

The effective date of an endorsement reducing coverage should be the day after the occurrence causing the request to reduce coverage. The effective date of the endorsement cannot be earlier than that day.

C. Removing Coverage

Insurers may only remove coverage upon the policyholder's request in the following instances:

- The building or contents are no longer at the described location.
- The policyholder no longer owns the property.
- There is more than one NFIP policy with building coverage insuring the same building.

- The policyholder wants to remove building coverage while retaining contents coverage on a Dwelling Form policy insuring a residential condominium unit, only if there is a Residential Condominium Building Association Policy (RCBAP) in force.

Table 2 outlines how to determine the endorsement effective date and terms eligible for refund, depending on the reason for removing coverage.

Table 2. Effective Dates for Endorsements Removing Coverage

Scenario	Endorsement Effective Date & Terms Eligible For Refund
Building or contents are no longer at the described location	The date when the building or contents were no longer at the described location, subject to a limitation of no more than 5 years prior to the effective date of the current policy term.
The policyholder no longer owns the property	The date when the policyholder ceased ownership of the property, subject to a limitation of no more than 5 years prior to the effective date of the current policy term.
For duplicate coverage • More than one NFIP policy with building coverage insuring the same building. • Building coverage removed while retaining contents coverage for a Dwelling Form policy insuring a residential condominium unit if there is a RCBAP in force.	The date when the duplicate coverage began, subject to a limitation of no more than 5 years prior to the effective date of the current policy term.

1. Duplicate Coverage

The NFIP does not permit duplicate coverage. Insurers must issue only one building coverage policy per building, with the exception of condominium coverage as noted below. If there is more than one policy with building coverage for the same building, only one building policy can remain in force. The insurer must cancel the policy with the later effective date, the policy with the earlier effective date will continue. The policy that remains in force must list all building owners as policyholders, and insurers must cancel or remove building coverage on all other policies for that building.

When duplicate coverage occurs, the insurer may endorse the policy to remove the duplicate building coverage effective the date when the duplicate coverage began but no more than 5 years prior to the effective date of the current policy term. See Table 2 above. The insurer may also cancel the policy for duplicate coverage. Refer to Section 6: How to Cancel for further guidance on canceling a duplicate policy.

If different policyholders have more than one policy covering the same building, the building owner must choose which policy to keep and the building owner must be named as a policyholder. For example, if a tenant purchased building coverage, the insurer must either remove the building coverage from the policy, endorse the policy to add the building owner as a policyholder, or cancel the policy.

If there is more than one building at the location of the insured property, use the Application Form's Building Location section to clearly identify the building to be insured. For example, five buildings with the same property location may be insured with separate policies. If necessary, use identifiers such as Building A, B, or C, or

"Smith Hall" in the second line of the street address to distinguish the buildings. Also select the Building Description that best corresponds to the insured building. If there are multiple buildings at the same address and the specific building identification is not clear, a photo of the building or a sketch showing the location of the building on the property to be insured should be retained in the policy file. This will help in proper identification of the insured building for the adjustment of claims, especially for multiple non-residential buildings at the same location.

When insuring a building with one or more additions, the policyholder must choose between purchasing one policy or separate policies for the building and each addition and extension. See Section 2: Before You Start for further guidance on additions and extensions.

2. Condominium Coverage

Insurers may issue more than one building coverage policy for the same building if one is an RCBAP for the condominium association and the other a Dwelling Form policy for a residential condominium unit owner; however, condominium units shall not receive duplicate coverage or coverage that exceeds the maximum coverage limits. The combined building coverage between the Dwelling Form policy and the RCBAP cannot exceed $250,000 for the unit.

For all unit policies, insurers must specify the individual unit insured in the Building Location section of the Application Form.

D. Changing Deductibles

During the current policy term, insurers can increase or decrease deductibles consistent with the available options listed in Section 3: How to Write and according to the guidance below.

1. Deductible Increases

Policyholders may increase deductibles during the current policy term. The earliest effective date of the increased deductible is the date the insurer receives the endorsement request.

However, if a policyholder with a provisionally rated policy and standard $2,000 deductible selects a higher deductible when transitioning to a rating engine rate, use the effective date of the current policy term. See Rate Category Change below for additional information.

2. Deductible Decreases

Insurers may decrease deductibles during the current policy term only in the following instances:

- If the property has a mortgage and the mortgagee requires a lower deductible. In this case, the same waiting period guidance above (and in Section 2: Before You Start) for endorsements that add or increase coverage also applies to deductible decreases. Therefore, the earliest effective date of a decreased deductible is generally:
  - 30 days from the date the insurer receives the endorsement request; *or*
  - The time of the loan closing, if the mortgagee requests the change in connection with making, increasing, extending, or renewing a loan secured by the insured property (for example, a mortgage loan) – and if the NFIP receives the endorsement request and full amount due within specified timeframes.

- If a policyholder with a provisionally rated policy and standard $2,000 deductible selects a lower deductible when transitioning to a rating engine rate.
  - Use the effective date of the current policy term. See Rate Category Change below for additional information.

E. Coverage Changes During the Renewal Cycle

The waiting period rules above apply to all endorsements throughout the policy term including coverage increases before the renewal date. The Renewal Notice the insurer sent might not reflect endorsement requests received close to the expiration date (for example, a request to add or increase coverage received within 75 days of the policy expiration date). When an insurer receives a request for a coverage endorsement close to renewal, it should submit the policy number and the requested changes to FEMA. FEMA will provide updated quotes for the renewal coverage options.

1. Adding or Increasing Coverage at Renewal

If the insurer receives a request to add or increase coverage after sending a Renewal Notice and more than 30 days before the current policy expiration date:

- The insurer shall issue a revised Renewal Notice; *and*
- If the insurer receives the total amount due for the added or increased coverage before the end of the 30-day grace period following the policy expiration date, the added or increased coverage becomes effective at 12:01 a.m. on the policy renewal date.

If the insurer receives a request to add or increase coverage less than 30 days before the current policy expiration date, the following rules apply:

- If the endorsement request is to increase coverage to an amount less than Option B and the insurer receives the additional premium for the increased coverage before the end of the 30-day grace period following the policy expiration date, the increased coverage becomes effective at 12:01 a.m. on the policy renewal date.
- If the endorsement request is to add or increase coverage to an amount greater than Option B, the insurer must issue the renewal policy without the added coverage or using the Option B coverage amounts, as applicable, and then endorse the policy with the requested coverage subject to the appropriate waiting period.

Note: Any coverage increase, including Option B, is exempt from the annual increase cap.

2. Reducing Coverage on a Future Renewal Effective Date

If the insurer receives a request to reduce coverage on a policy that renewed with a future effective date and it receives the request before the effective date, the insurer may reduce coverage effective on the policy renewal date. The insurer must submit a completed Endorsement Form and updated Application Form reflecting only the changes to the policy to FEMA, to obtain the new premium amount. No additional documentation is required to reduce coverage at the renewal date.

III. Other Premium-Bearing Changes

Upon receiving a completed Endorsement Form and updated Application Form reflecting only the changes to the policy, FEMA will provide the insurer updated cost information using the endorsement effective date determined by the insurer based on the guidance below. See the Refund and Insufficient Premium headings above for additional information on how to process such premium-bearing changes.

A. Rating Adjustment

A rating adjustment is a type of premium-bearing change used to reflect an update in a rating variable since the policy was issued. In other words, the prior information used to rate the policy was correct but now an event has occurred that requires the insurer to add, update, or change one or more rating variables. For example, a home had one floor at time of renewal but midway through the term the policyholder added an additional floor. **Table 3** shows how to determine the endorsement effective date when applying a rating adjustment.

Table 3. Endorsement Effective Date When Applying a Rating Adjustment

PREMIUM STATUS	ENDORSEMENT EFFECTIVE DATE
Refund or Insufficient Premium	If the event that triggered the rating adjustment occurred during the current policy term, use the event date as the endorsement effective date.
	If the event that triggered the rating adjustment occurred before the current policy term, use the effective date of the current policy term.

B. Rating Correction

A rating correction is a type of premium-bearing change used to correct one or more rating variables that were incorrect in a prior transaction on the policy. For example, policy data indicated a home was one floor but in fact it is two floors. **Table 4** shows how to determine the endorsement effective date when endorsing for a rating correction.

Table 4. Endorsement Effective Date When Applying a Rating Correction

PREMIUM STATUS	ENDORSEMENT EFFECTIVE DATE
Refund	If the rating issue first affected the current policy term (either from the start of the policy term or a portion through an incorrectly rated endorsement), use the date the rating issue first affected the policy.
	If the rating issue first affected the policy during a previous policy term, use the date the rating issue first affected the policy but no more than 5 years prior to the effective date of the current policy term.
Insufficient Premium	If the rating issue first affected the current policy term (either from the start of the policy term or a portion through an incorrectly rated endorsement), use the date the rating issue first affected the policy.
	If the rating issue first affected the policy during a previous policy term, use the effective date of the current policy term.

Note: For rating corrections involving an incorrect property location or flood zone, see different effective date guidance under the Exception When Reforming a Policy Due to an Incorrect Geolocation or Flood Zone heading in Section 2: Before You Start.[3]

3. 42 U.S.C. 4015(f)

C. Adding an Elevation Certificate

A policyholder may request to add an EC to help determine the building's First Floor Height. When Elevation Certificate (EC) information is provided, FEMA's system compares the EC information with the FEMA-determined First Floor Height and provides the lowest premium for the policyholder. An endorsement to add EC information will not result in insufficient premium.

Upon receiving a completed Endorsement Form and updated Flood Insurance Application Form reflecting only the changes to the policy, FEMA will provide the insurer the updated annual cost for a full policy term. If the updated cost is lower than the premium previously paid, the insurer must calculate the refund amount based on the effective date of the current policy term. See the Refund heading above for additional information on how to process such a premium-bearing endorsement.

Table 5. Endorsement Effective Date When Using an EC

FIRST FLOOR HEIGHT	PREMIUM STATUS	ENDORSEMENT EFFECTIVE DATE
Higher First Floor Height value than FEMA determined This produces a lower premium.	Refund	The effective date of the current policy term.
Lower First Floor Height value than FEMA determined This results in no change to premium.	No Change	N/A

D. Community Information

1. Change in Program Status

The insurer must submit an endorsement request to revise the policy rating to reflect the correct community status when the community converts from the Emergency Program to the Regular Program.

2. Change in Community Rating System (CRS) Status

If a community's CRS class changes or a given policy's eligibility for a CRS discount changes midway through a policy term, any resulting adjustment to the CRS discount applies only at the next policy renewal.

E. Construction Completed

For a building under construction, when the construction is complete, then the policy must be endorsed to reflect that the building is no longer under construction and update any other rating variables as needed. Follow the guidance under the Rating Adjustment heading above.

If an EC was used to determine the First Floor Height, an updated EC and photos based on finished construction are required.

F. Incorrect Policy Form

If the insurer discovers that a policy requires a different Standard Flood Insurance Policy (SFIP) form, how it processes the change depends on the specific issue:

- If the policy form was correct before but an event changed the applicable policy form, the insurer must endorse the policy to the correct form. Follow the guidance under the Rating Adjustment heading above regarding refunds, insufficient premium, and effective dates.
- If the policy was written using an incorrect policy form, the insurer must likewise endorse the policy to the correct form. Follow the guidance under the Rating Correction heading above.

However, in either case, if the policy is currently written on the Dwelling Form or General Property Form when the Residential Condominium Building Association Policy Form is appropriate, or vice versa, the insurer must cancel and rewrite the coverage under the correct form with the original effective date. See additional guidance under Reason Code 22 "Cancel and rewrite due to administrative error" in Section 6: How to Cancel.

The insurer must set the amount of building or contents coverage according to the provisions of the correct policy form. The coverage amount under the correct policy form must equal (and may not exceed) the coverage amount under the prior policy form, and may not exceed the maximum coverage limits available on the correct policy form. If the premium previously received is insufficient to restore the originally requested amount of coverage under the correct policy form, the insurer must follow applicable procedures under the Reformation Due to Insufficient Premium or Rating Information heading in Section 2: Before You Start. If the policyholder requests to increase coverage above the prior coverage amount, the insurer must follow the standard endorsement procedures for adding or increasing coverage included in this section, including endorsement effective date rules.

Before making any loss payment, the insurer must complete the policy endorsement or cancel/rewrite to correct the policy form. The provisions of the correct policy form apply, as does the guidance in Section 2: Before You Start on how to handle a claim involving policy reformation.

G. Property Address Corrections

The insurer may endorse a policy to correct a property address without FEMA approval, but may not change an address to insure a different building at the same or another location. (A different building would require a new policy.) When processing a property address correction, the insurer must include documentation substantiating the change in the underwriting file. Examples include a typographical error correction, addition of a specific unit number, or a U.S. Postal Service address revision.

A property address endorsement is generally considered as a non-premium change such as a U.S. Postal Service address (911) change. However, when a property address correction indicates a possible building location change that may impact its geocoding (for example, 1000 Water Street corrected to 2000 Water Street), then the insurer must cancel and rewrite the policy using the correct address. A property address correction is exempt of the annual increase cap.

If a claim is pending, the insurer must obtain authorization from FEMA before correcting the address and making a claim payment. The authorization (waiver) must indicate that:

- The building description, coverage, and rating elements belong to the building at the address indicated on the endorsement; *and*
- The policyholder has no insurable interest in the building at the prior, incorrect address.

Insurers may not endorse or transfer a flood policy to change the insured building, location, or unit. Examples include relocating to a different building, a unit within the same building

or moving a mobile home or travel trailer to a new location. To insure a different building at the same location or another location, the policyholder must purchase a new policy for each additional building identified.

H. Rate Category Change

A policy issued with a provisional rate should be endorsed to a rating engine rate during the initial policy term. FEMA highly recommends that the insurer endorse the policy to a rating engine rate within 60 days of the Application Form submission. Such an endorsement may result in either a premium refund or insufficient premium. Upon receiving a completed Endorsement Form and updated Application Form, FEMA will provide the insurer the updated annual cost for a full policy term. The insurer must calculate the refund amount or amount due. See the Refund and Insufficient Premium headings above for additional information on how to process such a premium-bearing endorsement.

Table 6. Endorsement Effective Date for a Rate Category Change

PREMIUM STATUS	ENDORSEMENT EFFECTIVE DATE
Refund or Insufficient Premium	Use the effective date of the current policy term.

I. Examples of Other Premium-Bearing Changes

Table 7 lists some examples of what FEMA considers a rating adjustment, rating correction, or other types of endorsements. The table also includes documentation requirements when applicable, indication if premium is exempt from the 18 percent cap on annual rate increases, and what selections to make on the Endorsement Form. See guidance above for effective date rules.

Table 7. Examples of Other Premium-Bearing Endorsements

Endorsement Scenario	Documentation Requirements	Exempt From 18% Cap On Annual Rate Increases	Endorsement Form *Reason For Change* Options (Select from the options below)	Endorsement Form *Type Of Change* Options (Select *Premium Change* and the option specified below)
Adding an EC	• EC • Photos		• Building Information	• Adding an Elevation Certificate
Building Description			• Building Information	• Rating Adjustment • Rating Correction
Building Occupancy			• Building Information	• Rating Adjustment • Rating Correction
Change in Community Rating System		Exempt	• N/A (Effective at next policy renewal)	• N/A (Effective at next policy renewal)
Change in Program Status			• Community Information	• Rating Adjustment

Table 7. Examples of Other Premium-Bearing Endorsements *continued*

Endorsement Scenario	Documentation Requirements	Exempt From 18% Cap On Annual Rate Increases	Endorsement Form *Reason For Change* Options (Select from the options below)	Endorsement Form *Type Of Change* Options (Select *Premium Change* and the option specified below)
Construction Type			• Building Information	• Rating Adjustment • Rating Correction
Flood Openings	See the Proper Flood Openings heading in Section 3: How to Write for additional information.		• Building Information	• Rating Adjustment
Floodproofed	See the Floodproofing heading in Section 3: How to Write for additional information.		• Building Information	• Rating Adjustment
Foundation Type			• Building Information	• Rating Adjustment • Rating Correction
Machinery and Equipment Discount Eligible			• Building Information	• Rating Adjustment
Number of Floors			• Building Information	• Rating Adjustment • Rating Correction
Policy Form		Exempt	• Policy Form	• Rating Adjustment • Rating Correction • Or not an endorsement but instead a cancel/rewrite
Primary Residence Status	See the Primary Residence Status heading in Section 3: How to Write for additional information.		• Building Information	• Rating Adjustment • Rating Correction
Property Address Correction		Exempt (if cancel/rewrite)	• Property Address (Correction)	• Non-premium change if due to a U.S. Postal Service address (911) change • Or not an endorsement but instead a cancel/rewrite
Rate Category Change			• Rate Category	• Rate Category Change
Building Replacement Cost Value (BRCV)	See the Building Replacement Cost Value heading in Section 3: How to Write for additional information.		• Building Information	• Rating Adjustment • Rating Correction
Statutory Discount	See the Statutory Discounts heading in Section 3: How to Write for additional information.		• Statutory Discounts	• Rating Adjustment • Rating Correction

Table 7. Examples of Other Premium-Bearing Endorsements *continued*

Endorsement Scenario	Documentation Requirements	Exempt From 18% Cap On Annual Rate Increases	Endorsement Form *Reason For Change* Options (Select from the options below)	Endorsement Form *Type Of Change* Options (Select *Premium Change* and the option specified below)
Substantially Improved		Exempt	• Building Information	• Rating Correction • Rating Adjustment
Construction Completed	If using an EC, provide an updated EC and photos based on finished construction.	Exempt	• Construction Completed	• Rating Adjustment
Adding or Increasing Coverage		Exempt	• Coverage/ Deductible	• Coverage/Deductible Change
Decreasing the Deductible	See the Changing Deductibles heading in this section for additional information.	Exempt	• Coverage/ Deductible	• Coverage/Deductible Change

IV. Assignment of a Policy

The owner of an insured building may provide written consent to assign a flood insurance policy with building coverage to the purchaser of the building. Owners may not assign contents-only policies or policies on buildings under construction. The seller must sign the assignment endorsement on or before the closing date, and the new building owner has up to 30 days beyond the closing date (closing date plus 29 days) to submit the Endorsement Form to the insurer for processing.

If the building is a primary residence, the insurer must validate the primary residence status at the time of assignment for the assignee to be eligible for the primary residence status.

Note: A new owner may receive the same discounted premium as the previous owner. However, the annual increase cap (which is a component of the discounted premium) is based on the information provided by the new owner. The discounted premium does not include assessments, fees, or surcharges.

A. Assignment with Building Purchase

The owner and seller of an insured building may assign the flood policy to the purchaser of the insured building. The assignment becomes effective on the date of the ownership transfer.

B. Assignment without Building Purchase

The owner of an insured building may assign the flood policy to the new building owner, effective on the date of the ownership transfer. Examples include inheritance, gifting, divorce, estate, trust, or foreclosure (will require legal documentation).

Note: Policyholders cannot assign policies that cover buildings under construction or for contents only.

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5. How to Renew

This section provides information and guidance on how to renew an NFIP flood insurance policy.

I. General Information

See **Table 1** below for general policy renewal information.

Table 1. General Renewal Information

SUBJECT	GUIDANCE
Policy Terms	• The Standard Flood Insurance Policy (SFIP) contract is for one year only. • All policies expire at 12:01 a.m. on the last day of the one-year policy term. • A new policy term and new contractual agreement between the policyholder and the insurer begins when an expiring policy renews.
Rating Plan	• All policies renew using the rating plan and Community Rating System (CRS) discounts in effect on the policy renewal effective date.
Annual Premium Amount	• The annual premium amount may change at each renewal due to updated rating information, premium rate updates, and changes in discount amounts. There is an annual premium increase cap for NFIP premiums. Most NFIP premiums cannot increase more than 18 percent annually.
Premium Payment	• The insurer must receive the total amount due to renew the policy at the coverage amount offered on the renewal bill. • Paying the premium late, 30 days or more after the expiration date of the policy, causes a lapse in coverage that may result in the loss of Statutory Discounts including the Annual Increase Cap. A new application is required and the policy will be rated based on the full-risk premium (see the Statutory Discounts heading in Section 3: How to Write). • All references to days are calendar days, not business days.
Severe Repetitive Loss (SRL) Properties	• The NFIP Special Direct Facility, operated by NFIP Direct, processes the policy renewals for SRL properties (see Appendix F: SRL Properties for more information).

II. Renewal Process

A. Starting the Renewal Process

Before generating the Renewal Notice, the insurer must send the policy number, along with any changes to policy information, to FEMA. FEMA will provide the premium options for the policy renewal. The premium amount(s) may reflect updates to certain rating variables, such as the Building Replacement Cost Value (BRCV) (see Section 3: How to Write for information on rating variables). The insurer should request the renewal quote no sooner than 90 days before the policy expiration date.

All renewals will increase or decrease to their full-risk premium, subject to the statutory caps on annual increases.

1. Renewal Notice

The insurer must send a Renewal Notice to the payor listed on the policy declarations page at least 45 days before the policy expiration date. The insurer must also send a copy of the Renewal Notice to all parties listed on the policy declarations page. The Renewal Notice copy should state "THIS IS A COPY OF YOUR BILL." See detailed Renewal Notice requirements in Appendix I: Policyholder Communications.

2. Amounts of Insurance on the Renewal Notice

The insurer must submit required policy information so FEMA's system can calculate the premium to renew the policy. The insurer may present the payor with two coverage options:

- **Option A – Renewing for the Same Amounts of Insurance:**
  - This option provides the current amounts of insurance and applicable deductibles.
- **Option B – Renewing for Higher Amounts of Insurance:**
  - This option provides an inflation option of 10 percent for building coverage and 5 percent for contents coverage with applicable deductibles.
  - The amount of insurance offered cannot exceed the maximum limits.
  - The minimum deductible may change based on the amount of insurance offered at renewal.

3. Expiration Notice

If the insurer does not receive the premium payment by the policy expiration date, it must send an Expiration Notice, on the policy expiration date, to all parties listed on the prior policy declarations page.

The Expiration Notice must include the same information printed on the Renewal Notice and state that coverage has expired. See detailed Expiration Notice requirements in Appendix I: Policyholder Communications.

Lender Protection

Coverage will continue for lenders listed on the declarations page for 30 days from the date the Expiration Notice was sent, as required under the Mortgage Clause of the SFIP (see Appendix A: Policy).

Therefore, the following requirements apply:

- The Expiration Notice to the lender must indicate that coverage will terminate if the premium is not received within this 30-day period.
- The insurer must be able to reproduce copies of the Expiration Notice to the mortgagee.
- The insurer must have processes in place to verify when the Expiration Notice was sent.

B. Renewal Notification Requirements

Table 2 below summarizes renewal notification requirements.

Table 2. Renewal Notification Requirements

Notice Type	Payor	All Other Parties Listed on the Declarations Page
Renewal Notice	Insurer sends the Renewal Notice for payment at least 45 days before the policy expiration date.	Insurer sends a copy of the Renewal Notice at least 45 days before the policy expiration date.
Expiration Notice	Insurer sends the Expiration Notice on the policy expiration date.	Insurer sends a copy of the Expiration Notice on the policy expiration date.
Policy Declarations Page	Insurer sends the policy declarations page after receiving payment.	Insurer sends the policy declarations page after receiving payment.

C. Premium Payment

The payor may pay the premium by check, credit card, or electronically. The insurer must receive the premium within 30 days of the policy expiration date (includes policy expiration date plus 29 days).

Table 3. Premium Payment

METHOD	GUIDANCE
Check	The payor can pay by a check payable to the insurer.
Credit Card	The payor can make a payment by credit card, if the insurer accepts credit card payments.
Electronic Transfers	The insurer may use electronic transfers if its process includes authentication of signatures and dates of receipt of premium.
Certified Mail	The payor can submit a payment by certified mail, and the payment receipt date is the certified mail date. The term certified mail extends to certified mail sent via the U.S. Postal Service or reputable third-party delivery services that provide proof of the actual mailing and delivery date to the insurer.

1. Invalid Payment

A payment is invalid if there are non-sufficient funds (NSF) in the account, such as a successfully completed reversal (dispute) of an electronic payment, or the payment is non-negotiable for any other reason. The insurer may not use the receipt date of an invalid payment to determine the effective date of a policy renewal. Upon notification that the payment is invalid, the insurer must:

- Cancel or nullify the transaction associated with that payment; *and*
- Send notification of the cancellation or nullification to the policyholder, agent, and lender(s), if applicable.

If the insurer receives a new valid payment, it must process the transaction based on the new premium receipt date. The insurer must determine the effective date of the transaction based on the new payment receipt date, subject to the effective date rules.

Note: A new Flood Insurance Application Form is required if the renewal effective date is changed.

2. Insufficient Payment

An insufficient payment is when the insurer receives a payment less than the amount shown on the bill, resulting in an underpayment. The insurer must send an underpayment notice for the additional premium.

- If the insurer receives the additional premium within 30 days of the underpayment notice, the policy will renew at the original requested amount.
- If the insurer does not receive the additional premium within 30 days of the underpayment notice, then the insurer must reduce the coverage to the amount that the premium received will purchase.

For more information, see the Reformation Due to Insufficient Premium or Rating Information heading in Section 2: Before You Start.

D. Determine the Renewal Effective Date

The date the insurer receives the premium will determine the renewal effective date, except for payments sent by certified mail. See Table 3 for more information on certified mail and use **Table 4** to determine the renewal effective date.

Table 4. Determine the Renewal Effective Date

RECEIPT DATE	RENEWAL DATE	EXAMPLE
***Within 30 days* of the policy expiration date**	The insurer renews the policy with the same effective date and policy number as the previous term without a lapse in coverage.[1]	If the policy expires on May 1 and the insurer receives payment before May 30, then the effective date of the policy is May 1.
***On or after 30 days* following the policy expiration date**	Due to the lapse in coverage, the insurer cannot renew the expired policy. The insurer must receive a new Application Form with payment after validating the rate. The standard 30-day waiting period will apply; the lapse may affect policy rating.	If the policy expires on May 1 and the insurer receives payment on June 15, the insurer must require a new Application Form with the full annual premium and apply the 30-day waiting period.

Note: If the last day of the grace period falls on a Saturday, Sunday, or holiday, the deadline does not extend to the next business day.

Upon receipt of the total amount due, the insurer must send the policy declarations page to the policyholder and all parties listed on the policy.

III. Additional Information

A. Renewal by Application or Recertification Questionnaire

If the insurer does not have all the updated policy information required to calculate the renewal premium, it may not generate a Renewal Notice until it obtains the information through an Application Form or Recertification Questionnaire submitted by the agent.[2]

1. 44 CFR Part 61, Appendix A(1)-(3), VII.E.2
2. 44 CFR Part 61, Appendix A(1)-(2), VII.E.4; 44 CFR Part 61, Appendix A(3), VII.E.3.c

No less than 45 days before policy expiration, the insurer must notify any lender listed on the declarations page of the requirement for renewal by use of an Application Form or Recertification Questionnaire. On the expiration date, the insurer must send the Expiration Notice to the payor and all parties listed on the prior policy declarations page.

Examples of situations that may require an Application Form or Recertification Questionnaire include, but are not limited to:

- FEMA re-underwriting requirements resulting from an audit, quality review, or program changes.
- Substantial improvement of the building.
- New additions or extensions to the building (even when not a substantial improvement).
- The building was under construction during the previous policy term.
- Need for a rating correction discovered by the insurer during an internal quality review.
- An incorrect geolocation or flood zone (see related guidance under the Exception When Reforming a Policy Due to an Incorrect Geolocation or Flood Zone heading in Section 2: Before You Start).

B. Nonrenewal

The insurer may not renew a policy for an ineligible risk.

If a property becomes ineligible for coverage during a policy term, the insurer may not generate a Renewal Notice or renew the policy. Examples of such situations include, but are not limited to:

- The NFIP suspended the community in which the building is located.
- A state or local authority declared the property in violation of its floodplain management regulations (a Section 1316 property).
- A structure that no longer meets NFIP eligibility requirements (see the Building Eligibility heading in Section 2: Before You Start).

On the expiration date, the insurer must notify all parties listed on the prior policy declarations page of the non-renewal by sending an Expiration Notice.

If the insurer discovers that the property was not eligible for coverage at time of application, see Reason Code 06 in Section 6: How to Cancel for additional guidance.

Note: A policy may not renew with provisional rates. FEMA highly recommends that the insurer endorse the policy to a rating engine rate within 60 days of the Application Form submission.

C. Coverage Changes During the Renewal Cycle

The Renewal Notice the insurer sent might not reflect endorsement requests received close to the expiration date (for example, a request to add or increase coverage received within 75 days of the policy expiration date). When an insurer receives a request for a coverage endorsement close to renewal, it should submit the policy number and the requested changes to FEMA. FEMA will provide updated quotes for the renewal coverage options.

1. Adding or Increasing Coverage at Renewal

If the insurer receives a request to add or increase coverage after sending a Renewal Notice and more than 30 days before the current policy expiration date:

- The insurer shall issue a revised Renewal Notice; *and*

- If the insurer receives the total amount due for the added or increased coverage before the end of the 30-day grace period following the policy expiration date, the added or increased coverage becomes effective at 12:01 a.m. on the policy renewal date.

If the insurer receives a request to add or increase coverage less than 30 days before the current policy expiration date, the following rules apply:

- If the endorsement request is to increase coverage to an amount less than Option B and the insurer receives the additional premium for the increased coverage before the end of the 30-day grace period following the policy expiration date, the increased coverage becomes effective at 12:01 a.m. on the policy renewal date.
- If the endorsement request is to add coverage or increase coverage to an amount greater than Option B, the insurer must issue the renewal policy without the added coverage or using the Option B coverage amounts, as applicable, and then endorse the policy with the requested coverage subject to the appropriate waiting period. See the Adding or Increasing Coverage heading in Section 4: How to Endorse for additional information.

Note: Any coverage increase, including Option B, is exempt from the annual increase cap.

2. Reducing Coverage on a Future Renewal Effective Date

If the insurer receives a request to reduce coverage on a policy that renewed with a future effective date and it receives the request before the effective date, the insurer may reduce coverage effective on the policy renewal date. See the Reducing Coverage heading in Section 4: How to Endorse for further guidance.

3. Other Premium-Bearing Endorsements at Renewal

If the insurer receives a request to update other premium-bearing changes at renewal, the insurer must send the policy number, along with any changes to policy information, to FEMA. FEMA will provide the new renewal premium due for the policy term. If the policy has renewed, see Section 4: How to Endorse for further guidance.

D. Transfer of Business at Renewal

A transfer of business occurs when either:

- A policyholder or agent moves any or all of their existing business from one insurer to another; *or*
- A WYO company moves all of its existing business to another WYO company or to the NFIP Direct.

For more information on transfer of business, including when this occurs at renewal, see the Assignment and Transfer of Business heading in Section 2: Before You Start.

E. Renewal Requirements for Non-Residential Floodproofing Discount

Non-residential floodproofing requires submission of a comprehensive inspection and maintenance plan for the entire dry floodproofing system and a flood emergency plan. These plans ensure that the system components, measures, materials, and equipment required for the system to function as intended are inspected and maintained.

The insurer must provide FEMA the following floodproofing documentation annually, so FEMA can determine continued eligibility for a floodproofing discount:

- **Inspection and Maintenance Plan Update** – The update must include the date of the reinspection, details of what was reinspected and the signature of the individual completing the reinspection.
- **Flood Emergency Plan Update** – The update must include a statement confirming conduct of the annual drill and training program and showing the date the flood emergency plan was reviewed and updated with the signature of the individual completing the inspection.

The updated documentation must be submitted to FEMA-NFIPCustomerServiceCenter@fema.dhs.gov at least 120 days prior to the renewal effective date for all non-residential renewals receiving a floodproofing discount.

If FEMA does not receive updates to the Inspection and Maintenance Plan and the Flood Emergency Plan, the policy cannot be renewed with the FEMA adjusted FFH.

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6. How to Cancel

Under certain circumstances, NFIP insurers may cancel flood insurance policies through the remainder of a policy's term or for the entire term. NFIP insurers may also nullify or void a policy through the policy's entire term, where eligible. This section describes the procedures for canceling, nullifying, or voiding a policy and whether the policyholder is entitled to a full, partial, or no refund.

I. General Information

- To cancel or nullify (void) a policy, a completed cancellation/nullification or similar request with proper documentation must be submitted to the insurer.
- The receipt date of the cancellation or nullification request is the date the insurer receives the request with the proper documentation. If additional documentation is required by the insurer, it must be received within 60 days of the insurer's notification in order to retain the original receipt date. If received more than 60 days after the notification, then the receipt date will be the date the additional documentation was received.
- Unless otherwise specified within the reason code description, a policy may be canceled for up to 5 years prior to the receipt date of the cancellation request, if applicable. Insurers must include any lapse in coverage when determining the number of years allowed for a refund as a lapse in coverage does not extend the number of policy terms allowed.
- If there is an open claim on a policy, then the policy cannot be canceled.
- If there is a closed paid claim on a policy term, then that policy term cannot be canceled, except under reason codes 1, 2, 3, 4, 10, and 21 which allow cancellation after the loss date.
- If there is a claim closed without payment on a policy term, the policy term can be canceled.
- After processing a cancellation or nullification request, the insurer must provide the policyholder and all interested parties with a notice advising of the cancellation or nullification. Interested parties include any additional policyholders, additional lenders, loss payees, trustees, or disaster assistance agencies.

Note: A copy of the NFIP Flood Insurance Cancellation/Nullification Request Form is in Appendix B: Forms.

II. Valid Cancellation Reason Codes

The tables that follow provide the valid reason codes for canceling or nullifying an NFIP policy, with specific conditions applicable to each. **Table 1** shows how the valid reason codes are grouped by topic rather than numerical order.

Table 1: Valid Cancellation Reason Codes

TOPIC	REASON CODES
A. No Insurable Interest	**01** – Building sold, removed, or destroyed **02** – Contents sold, removed, or destroyed **07** – Property closing did not occur

Table 1: Valid Cancellation Reason Codes *continued*

TOPIC	REASON CODES
B. Establish a Common Expiration Date	**03** – Policy canceled and rewritten to establish a common expiration date with other insurance coverage for the same building
C. Duplicate Coverage	**04** – Duplicate NFIP policies **10** – Condominium unit or association policy converting to RCBAP **26** – Duplicate policy from a source other than NFIP
D. Not Eligible for Coverage	**06** – Property not eligible for coverage at time of application **27** – Property becomes ineligible for coverage during policy term **29** – Building physically altered and no longer eligible for NFIP coverage
E. Lender No Longer Requires Insurance	**28** – Insurance no longer required by lender
F. Invalid Payment or Fraud	**05** – Invalid payment **23** – Fraud or Misrepresentation **30** – Insufficient premium to retain coverage
G. Other Reason Codes	**13** – Nullification prior to policy effective date **20** – SRL written with incorrect insurer **21** – Continuous lake flooding or closed basin lakes **22** – Cancel and rewrite due to administrative error

For specific guidance on each reason code please see the tables below.

Note: Over time FEMA has retired some reason codes.

A. No Insurable Interest

Reason Code 01	Building sold, removed, or destroyed[1]
Conditions	The insurer may cancel the policy if the policyholder had an insurable interest in the insured property during the policy term, but no longer has an insurable interest. For example: • The policyholder sold or transferred ownership of the insured building and no longer has an insurable interest in the insured building. • Relocation or destruction of the insured building. • The builder or developer requests to cancel a policy mid-term because ownership transferred to a newly-created condominium association and the association purchased a policy under its name. • The lienholder foreclosed on the building.
Cancellation Effective Date	The date the policyholder ceased to have an insurable interest in the building. Examples include the date of the sale of the building or the date the policyholder removed the building from the described location.

1. 44 CFR Part 61, Appendix A(1)-(3), VIII.D.2; 44 CFR § 62.5(b)

Reason Code 01	Building sold, removed, or destroyed[1]
Policy Terms Eligible for Refund	The term the policyholder ceased to have an insurable interest and subsequent renewed policy terms but no more than 5 years prior to the date of the cancellation request.
Type of Refund	A pro-rata premium refund excluding the Federal Policy Fee and Probation Surcharge is applied to the policy term canceled. For any subsequent renewed terms eligible for refund, full premium refunds including surcharges and fees apply.
Required Documentation	Evidence of the sale, transfer, removal, or destruction of the building, such as: • Bill of sale; • Settlement statement; • Closing disclosure statement; • Proof of removal; • Proof of destruction; • Court documentation for foreclosed buildings; *or* • Legal documents showing the transfer of ownership upon the death of the policyholder.

Reason Code 02	Contents sold, removed, or destroyed[2]
Conditions	The insurer may cancel a contents-only policy if the policyholder had an insurable interest in the insured property during the policy term, but no longer has an insurable interest. For example: • The policyholder sold or transferred ownership of the insured contents. • The contents were completely removed or relocated from the described location. • The contents were destroyed by any peril. • The policyholder is deceased.
Cancellation Effective Date	The date the policyholder ceased to have an insurable interest in the contents at the described location, or the removal date of the contents from the described location.
Policy Terms Eligible for Refund	The term the policyholder ceased to have an insurable interest and subsequent renewed policy terms but no more than 5 years prior to the date of the cancellation request.
Type of Refund	A pro-rata premium refund excluding the Federal Policy Fee and Probation Surcharge is applied to the policy term canceled. For any subsequent renewed terms eligible for refund, full premium refunds including surcharges and fees apply.
Required Documentation	Evidence of contents sold, removed, or destroyed such as: • Bill of sale; • Inventory record; • Proof of destruction; • A signed statement from the policyholder or a policyholder's representative; or • Death of the policyholder.

2. 44 CFR Part 61, Appendix A(1)-(3), VIII.D.2; 44 CFR § 62.5(b)

Reason Code 07	Property closing did not occur[3]
Conditions	The insurer may nullify (void) a policy when the policyholder never had an insurable interest in the property listed on the Flood Insurance Application Form because the property closing did not occur. This typically occurs when: • The anticipated transfer of the property (typically, but not always, a loan closing) does not take place.
Cancellation Effective Date	The policy will be nullified from the beginning of the policy term.
Policy Terms Eligible for Refund	Current policy term.
Type of Refund	Full premium refund including fees and surcharges, less any claim payments made during the nullified policy term.
Required Documentation	A signed cancellation request or a signed statement from the policyholder that the closing did not occur. See the sample cancellation verification letter in Appendix I: Policyholder Communications.

B. Establish a Common Expiration Date

Reason Code 03	Policy canceled and rewritten to establish a common expiration date with other insurance coverage for the same building[4]
Conditions	The insurer may cancel and rewrite an NFIP policy with building coverage to establish a common expiration date with other insurance coverage if: • The other insurance coverage is for building coverage on the same building insured by the existing NFIP policy being canceled and rewritten; • The agent submits a new Application Form and premium; • The insurer remains the same for the new NFIP policy with the same or higher amounts of coverage; *and* • The coverage for the new policy is effective before canceling the existing policy and must be written within the current term. **Note:** The new policy is not subject to a waiting period. However, coverage beyond the limits of the canceled policy will be subject to a 30-day waiting period.
Cancellation Effective Date	The cancellation effective date is the effective date of the new flood policy.
Policy Terms Eligible for Refund	Current policy term.
Type of Refund	Pro-rated premium refund calculated from the effective date of the new policy to the end date of the previous policy, including ICC premium, and Reserve Fund Assessment, but not the HFIAA Surcharge Federal Policy Fee or Probation Surcharge.
Required Documentation	• A copy of the new flood policy declarations page; *and* • A copy of the other insurance policy declarations page. **Note:** These pages must show the building address and policy effective dates.

3. 44 CFR Part 61, Appendix A(1)-(3), VIII.B.1.c
4. 44 CFR Part 61, Appendix A(1)-(3), VIII.C; 44 CFR § 62.5(d)

C. Duplicate Coverage

Reason Code 04	Duplicate NFIP policies[5]
Conditions	**Duplicate Policies with Same Policyholder** If the same policyholder has more than one policy covering the same building, contents, or both, then the insurer must cancel the policy with the later effective date. The policy with the earlier effective date will continue. However, if both policies have the same policy effective date, the policyholder may choose which policy will remain in effect. Notwithstanding the above, the insurer may cancel the policy with the earlier effective date for one of the following reasons: • Cancellation of the earlier policy to establish a common expiration date with other insurance coverage for the same building (see Reason Code 03). • Cancellation of a Dwelling Form policy with only building coverage on a residential condominium unit that is also insured by a Residential Condominium Building Association Policy (RCBAP) on the building that was issued at the maximum limit for building coverage (see Reason Code 10). • The policy with the earlier effective date expired more than 30 days before the cancellation request. • The policy with the earlier effective date is a Group Flood Insurance Policy (GFIP) and the policy with the later effective date is a regular Standard Flood Insurance Policy (SFIP). **Exception:** If the policyholder has a SFIP and a GFIP, the GFIP becomes invalid upon the effective date of the SFIP.
	Duplicate Policies with Different Policyholders If different policyholders have more than one policy covering the same building, the building owner must choose which policy to keep and the building owner must be named as a policyholder. For example, if a tenant purchased building coverage, the insurer must either remove the building coverage from the policy, endorse the policy to add the building owner as a policyholder, or cancel the policy.
Cancellation Effective Date	Consistent with the guidance above, the cancellation effective date will be either: • If the duplicate policies have the same effective date, then the effective date of the policy the insured chooses to cancel; *or* • If the duplicate policies have different effective dates, then the effective date of the later policy. This does not apply to a GFIP which becomes invalid upon the effective date of the SFIP. **Note:** If the premiums for the two policies differ, the insurer must verify that the rating of the policy that will remain in effect is correct.
Policy Terms Eligible for Refund	The policy term the duplicate coverage began and subsequent renewed policy terms but no more than 5 years prior to the date of the cancellation request.

5. 44 CFR Part 61, Appendix A(1)-(3), VIII.D.3; 44 CFR § 62.5(e)

Reason Code 04	Duplicate NFIP policies[5]
Type of Refund	If a duplicate policy with same effective date or later effective date is canceled, then a full premium refund including surcharges and fees applies to the policy term canceled and any subsequent renewed terms. • If an exception to allow cancellation of the earlier policy applies, then a pro-rata premium refund excluding the Federal Policy Fee and Probation Surcharge is applied to the policy term canceled. For any subsequent renewed terms eligible for refund, full premium refunds including surcharges and fees apply. When the policy with the earlier effective date expired more than 30 days before the cancellation request: – If the earlier policy was a Dwelling Form policy with only building coverage on a condominium unit canceled due to a duplicate RCBAP issued at the maximum limit for building coverage, then the refund provisions of Reason Code 10 apply. – If the earlier policy is canceled to establish a common expiration date with other insurance coverage for the same building, then the refund provisions of Reason Code 03 apply. – No refund of premium, surcharges, or fees applies to a canceled GFIP.
Required Documentation	Copies of the duplicate policies' declarations pages.

Reason Code 10	Condominium unit or association policy converting to RCBAP[6]
Conditions	An insurer may cancel a Dwelling Form policy for a residential condominium unit (whether the unit owner is a policyholder or the condominium association) if: • The Dwelling Form policy has only building coverage and is replaced by an RCBAP; *and* • The combined limits of the Dwelling Form policy and the RCBAP exceed either: – The maximum amount of building coverage available for the individual unit; *or* – The building replacement cost value of the unit.
Cancellation Effective Date	The cancellation effective date is the effective date of the RCBAP.
Policy Terms Eligible for Refund	The term the RCBAP coverage became effective in and subsequent renewed policy terms but no more than 5 years prior to the date of the cancellation request.
Type of Refund	A pro-rata premium refund excluding the Federal Policy Fee and Probation Surcharge is applied to the policy term canceled. For any subsequent renewed terms eligible for refund, full premium refunds including surcharges and fees apply.
Required Documentation	• A copy of the RCBAP declarations page; *and* • Documentation showing the replacement cost value of the unit, if applicable.

6. 44 CFR Part 61, Appendix A(1)-(3), VIII.C & VIII.D.3; 44 CFR § 62.5(e)(2)(v)

Reason Code 26	Duplicate policy from source other than NFIP[7]
Conditions	An NFIP insurer may cancel a policy if: • The policy was replaced by a non-NFIP flood insurance policy; *and* • The policyholder did not intend to purchase or renew the NFIP policy because they purchased a duplicate non-NFIP flood insurance policy; *and* • The request was submitted within 90 days of the NFIP policy becoming effective. • The effective date of the non-NFIP flood policy must be within 30 days of the effective date of the NFIP policy. The NFIP will presume that a policyholder did not intend to renew their policy if they purchased a duplicate non-NFIP policy on or before the NFIP policy's purchase or renewal date. If the policyholder requested to cancel or not renew the NFIP policy before the NFIP policy effective date, see Reason Code 13 "Nullification prior to the effective date." **Note:** FEMA must review and approve all other requests under this reason code that do not meet the above conditions. These requests with supporting documentation can be emailed to FEMA-NFIPCustomerServiceCenter@fema.dhs.gov with an explanation of the circumstances.
Cancellation Effective Date	The effective date of the NFIP policy (nullified).
Policy Terms Eligible for Refund	Current policy term.
Type of Refund	Full premium refund, including fees and surcharges.
Required Documentation	Evidence of a valid duplicate non-NFIP flood insurance policy, such as a declarations page or copy of the Application Form and paid receipt

D. Not Eligible for Coverage

Reason Code 06	Property not eligible for coverage[8]
Conditions	An insurer issues a policy for an ineligible property. See the Standard Flood Insurance Policy (SFIP) and Eligibility for NFIP Coverage heading in Section 2: Before You Start for guidance on properties not eligible for coverage. Examples of a property not eligible at the time of application include: • Structures that do not meet the definition of a building. • Contents not located in an eligible building. • Policies issued under an incorrect community number for buildings not located in an NFIP participating community. • Buildings located in a Coastal Barrier Resources System (CBRS). • Buildings declared in violation of local floodplain management requirements pursuant to section 1316 of the NFIA before purchase of the flood insurance policy.

7. 44 CFR Part 61, Appendix A(1)-(3), VIII.C
8. 44 CFR Part 61, Appendix A(1)-(3), VIII.B.1&2; 44 CFR § 62.5(a)(1)

Reason Code 06	Property not eligible for coverage[8]
Cancellation Effective Date	The insurer must nullify (void) the policy from its initial effective date.
Policy Terms Eligible for Refund	All policy terms since the date of commencement of the policy, but no more than 5 years prior to the date of receipt of verifiable evidence that the property was ineligible for coverage at the time of the initial application.
Type of Refund	A full premium refund including fees and surcharges, less the amount of any claims paid during the nullified policy terms. If the policy has any paid claims and the policyholder does not return the claim payment(s), the insurer must verify the loss history of the property with FEMA (FEMA-NFIPCustomerServiceCenter@fema.dhs.gov) before issuing refunds for more than two policy terms: • If the premium refund is greater than the amount of any paid claims, the net refund paid to the policyholder is the difference between the premium refund and the amount of the paid claims. • If the premium refund is less than the amount of any paid claims, the insurer must reimburse FEMA for the difference between the premium refund amount and the paid claims.
Required Documentation	A cancellation request that identifies the basis for ineligibility and the date the property became ineligible, with supporting documentation. Examples of supporting documentation that may demonstrate ineligibility include: • Property tax records • A Section 1316 declaration (floodplain management violation) • Coastal Barrier Resources Act (CBRA) determination • Photographs

Reason Code 27	Property becomes ineligible for coverage during policy term[9]
Conditions	A property eligible for coverage at time of application becomes ineligible during the policy term. See Table 1: Standard Flood Insurance Policy Forms and Eligibility for NFIP Coverage heading in Section 2: Before You Start for guidance on properties not eligible for coverage. Examples of a property eligible at the time of application but later ineligible include: • Buildings declared in violation of local floodplain management requirements pursuant to section 1316 of the NFIA prior to renewal of the flood insurance policy. • Buildings located in an NFIP participating community suspended after the issuance of the flood policy. • Annexation of the property to a non-participating community after issuance of the flood policy. **Note:** This reason code does not cover a building physically altered such that it is no longer eligible for NFIP coverage. See Reason Code 29.

9. 44 CFR § 62.5(a)(2)

Reason Code 27	Property becomes ineligible for coverage during policy term[9]
Cancellation Effective Date	The insurer may not renew the policy. If the policy has renewed, the insurer must nullify (void) the policy from the first renewal date after the property became ineligible.
Policy Terms Eligible for Refund	All policy terms since the first renewal date after the property became ineligible, but no more than 5 years before the date of receipt of verifiable evidence that the property was eligible for coverage at the time of the initial application, but later became ineligible for coverage.
Type of Refund	A full premium refund including fees and surcharges, less the amount of any claims paid during the nullified policy terms. If the policy has any paid claims and the policyholder does not return the claim payment(s), the insurer must verify the loss history of the property with FEMA by sending the request to FEMA-NFIPCustomerServiceCenter@fema.dhs.gov before issuing refunds for more than two policy terms: • If the premium refund is greater than the amount of any paid claims, the net refund paid to the policyholder is the difference between the premium refund and the amount of the paid claims. • If the premium refund is less than the amount of any paid claims, the insurer must reimburse FEMA for the difference between the premium refund amount and the paid claims.
Required Documentation	Identification of the basis for ineligibility and the date the property became ineligible, with supporting documentation. Examples of supporting documentation that may demonstrate ineligibility include: • Property tax records • A Section 1316 declaration (floodplain management violation) • Coastal Barrier Resources Act (CBRA) determination • Photographs

Reason Code 29	Building physically altered and no longer eligible for NFIP coverage[10]
Conditions	A policy insuring a building or its contents, or both, where the building has been physically altered in such a manner that the building and its contents are no longer eligible for flood insurance coverage. (For example, the policyholder removes a mobile home from a permanent foundation and places it on wheels.)
Cancellation Effective Date	The date the building became ineligible for coverage.
Policy Terms Eligible for Refund	Current policy term.
Type of Refund	A pro-rata premium refund excluding the HFIAA Surcharge, Federal Policy Fee and Probation Surcharge.
Required Documentation	Documentation verifying the building's ineligibility for NFIP coverage, such as photographs.

10. 44 CFR Part 61, Appendix A(1)-(3), VIII.D.4; 44 CFR § 62.5(f)(3)

E. Lender No Longer Requires Insurance

Reason Code 28	Insurance no longer required by lender[11]
Conditions	The policyholder was subject to a requirement by a lender, loss payee, or other federal agency to obtain and maintain flood insurance pursuant to statute, regulation, or contract, but there is no longer such a requirement. Examples of such situations include but are not limited to: • Required for a loan closing, but it was later discovered that the building was not located in an SFHA at the time of closing. • Required because a building was located in an SFHA but FEMA issued a map revision, Letter of Determination Review (LODR), Letter of Map Revision (LOMR), or Letter of Map Amendment (LOMA) that removed the building from the SFHA. • Required because a building was located in an SFHA but FEMA issued a LODR indicating the building is not located in an SFHA. • Determined that flood insurance is no longer required for a structure on a residential property that is detached from the primary residential structure and not itself a residence. • Required as part of a loan closing and the borrower has paid off the mortgage loan. **Note:** Lenders have discretion to impose flood insurance requirements beyond the mandatory purchase requirement. For example, they may require flood insurance outside of SFHAs. Therefore, insurers may use this cancellation reason even for properties not located in SFHAs, if the lender no longer requires the policy.
Cancellation Effective Date	The date the insurer receives the request.
Policy Terms Eligible for Refund	Current policy term.
Type of Refund	A pro-rata premium refund excluding the HFIAA Surcharge, Federal Policy Fee and Probation Surcharge applies to the policy term canceled. For any subsequent renewed terms eligible for refund, full premium refunds including surcharges and fees apply.
Required Documentation	In lieu of a signed cancellation request, a signed statement from the policyholder that the lender no longer requires a flood policy. See the sample Cancellation Verification Letter regarding the requirement to maintain flood insurance coverage in Appendix I: Policyholder Communications.

F. Invalid Payment or Fraud

Reason Code 05	Invalid payment[12]
Conditions	Valid reasons to nullify (void) the policy for an invalid payment include: • A policyholder's check payment to the agent or insurer is returned for non-sufficient funds or rejected. • A policyholder's electronic payment to the agent or insurer is rejected or disputed. **Note:** Reason Code 05 is not valid if an agent advances insurance agency funds without first receiving payment from the policyholder.

11. 44 CFR Part 61, Appendix A(1)-(3), VIII.C; 44 CFR § 62.5(c)
12. 44 CFR Part 61, Appendix A(1)-(3), VIII.B.1.d

Reason Code 05	Invalid payment[12]
Cancellation Effective Date	The policy is nullified as of the effective date of the policy.
Policy Terms Eligible for Refund	Current policy term. However, if a claim was paid for a policy that is void, the policyholder must return the claim payment to FEMA, or the insurer must offset the amount of the claim payment from the premiums to be refunded, before the insurer will process the refund.
Type of Refund	**When invalid payment is presented to the agent:** • The insurer must provide a full refund to the agent, including all fees and surcharges, for returned or rejected policyholder payments to the agent. **When invalid payment is presented to the insurer:** • There is no refund for returned or rejected payments paid by the policyholder directly to the insurer.
Required Documentation	The notice of returned or rejected payment.

Reason Code 23	Fraud or Misrepresentation[13]
Conditions	• NFIP insurers must cancel a policy for fraud committed by the policyholder or the agent. • NFIP insurers may cancel a policy for misrepresentation of a material fact by the policyholder or agent.
Cancellation Effective Date	The date of the fraudulent act or material misrepresentation of fact.
Policy Terms Eligible for Refund	N/A
Type of Refund	• The policyholder is not eligible for a refund of any premiums, fees, or surcharges. • If the agent did not commit or participate in the fraud or misrepresentation, there is no reduction to the insurer's expense allowance.
Required Documentation	Notification from FEMA that the situation qualifies for cancellation under this reason code.

Reason Code 30	Insufficient premium to retain coverage[14]
Conditions	Consistent with the reformation procedures described under the Reformation Due to Insufficient Premium or Rating Information heading in Section 2: Before You Start, an insurer may cancel a policy if: • The premium the insurer received for the policy, after deducting the costs of all applicable fees and surcharges, is insufficient to buy any amount of coverage; *and*

13. 44 CFR Part 61, Appendix A(1)-(3), VIII.A; 44 CFR § 62.5(f)(1)
14. 44 CFR Part 61, Appendix A(1)-(3), VIII.D.1

Reason Code 30	Insufficient premium to retain coverage[14]
Conditions *continued*	• The policyholder does not pay the additional amount of premium owed to increase coverage to the originally requested amount or to a lesser amount within 30 days of the underpayment notice. **Note:** This cancellation code does not apply in the case of an incorrect geolocation or flood zone, due to the exception to general reformation rules described in Section 2: Before You Start. For the portion of the policy term before the date the insurer discovered the incorrect geolocation or flood zone (the "date of discovery"), the policyholder receives the originally requested coverage amount without paying additional premium (or providing additional rating information, if insufficient). Therefore, the insurer cannot cancel the policy.
Cancellation Effective Date	The policy effective date.
Policy Terms Eligible for Refund	The term when the insurer discovered the premium was insufficient and, if the policy renewed before reformation occurred, the subsequent renewal term.
Type of Refund	A full premium refund, including fees and surcharges, will apply to the current policy term and subsequent renewal terms if the policy renewed. However, if a claim was paid before discovery of the insufficient premium, the insurer must contact FEMA for additional underwriting and claims guidance.
Required Documentation	A copy of the underpayment letter sent due to reformation of the policy, along with documentation showing the original amount of coverage and premium paid.

G. Other Reason Codes

Reason Code 13	Nullification prior to policy effective date[15]
Conditions	• The policyholder paid the premium for a policy renewal or a new policy; *and* • Before the effective date of the new or renewal policy, the policyholder decided they do not want the policy to go into effect; *and* • The property is not subject to a requirement to obtain and maintain flood insurance pursuant to any statute, regulation, or contract.
Cancellation Effective Date	The policy is nullified from the effective date of the policy term.
Policy Terms Eligible for Refund	Nullified policy term.
Type of Refund	Full premium refund, including fees and surcharges. However, if a claim was paid for the policy, the policyholder must return the claim payment to FEMA, or the insurer must offset the amount of the claim payment from the premiums to be refunded, before the insurer will process the refund.
Required Documentation	A signed statement from the policyholder to nullify the new or renewal policy and that the lender no longer requires flood insurance. See sample Cancellation Verification Letter regarding the requirement to maintain flood insurance coverage in Appendix I: Policyholder Communications.

15. 44 CFR Part 61, Appendix A(1)-(3), VIII.B.1.e; 44 CFR § 62.5(a)(3)

Reason Code 20	SRL written with incorrect insurer[16]
Conditions	A WYO company issues or renews a policy that FEMA requires to be serviced by the NFIP Direct's Special Direct Facility (SDF) because the policy covers a Severe Repetitive Loss (SRL) property.
Cancellation Effective Date	The cancellation effective date will be the effective date of the policy term when the property was designated as SRL.
Policy Terms Eligible for Refund	Current policy term.
Type of Refund	Full premium refund including fees and surcharges is sent to the SDF.
Required Documentation	Property address is identified as an SRL property on the FEMA Repetitive Loss list.

Reason Code 21	Continuous lake flooding or closed basin lakes
Conditions	• FEMA notification of a continuous lake flooding or closed basin lakes property. • The cancellation can be for only one term of a policy.
Cancellation Effective Date	Must be day after the date of loss.
Policy Terms Eligible for Refund	N/A
Type of Refund	No premium refund allowed.
Required Documentation	FEMA notification of a continuous lake flooding or closed basin lakes property.

Reason Code 22	Cancel and rewrite due to administrative error[17]
Conditions	Provided there are no paid or pending claims for the applicable policy term(s), the insurer may cancel and rewrite a policy to correct an administrative error, including but not limited to: • An incorrect policy effective date; • System constraints that prevent a legitimate correction; • Incorrect use of the Dwelling Form when the RCBAP Form was appropriate, or vice versa.
Cancellation Effective Date	The cancellation date and the rewritten policy's effective date must be the effective date of the policy term when the administrative error first occurred.
Policy Terms Eligible for Refund	In determining the number of policy years for refund eligibility, do not include terms that expired before a lapse in coverage.
Type of Refund	Full premium refund including fees and surcharges. The insurer will apply the refund to the newly rewritten policy and refund any excess premium, fees, surcharges, or assessments paid.
Required Documentation	Documentation of the administrative error.

16. 44 CFR § 62.5(f)(2)
17. 44 CFR § 62.5(f)(2)

III. Processing a Cancellation or Nullification Request

A. Signatures

The insurer may accept electronic submissions if their business process includes signature authentication and records receipt dates. Please see the Electronic Signatures heading in Section 2: Before You Start for more information.

1. Policyholder's Signature

In general, all policyholders must sign and date a cancellation or nullification request, except:

- All requests using reason codes 5, 6, 21, 22, 23, 27 and 30.
- Requests using reason code 1, if the building was foreclosed on and the lender is entitled to the refund.
- Requests using reason code 29, if the covered building that was eligible for coverage became ineligible midterm due to physical alteration of the building.
- Request using reason code 4, where the insurer created a duplicate policy.

2. Agent Signature

Agents must sign and date the cancellation or nullification request for all cancellation reason codes, except 6, 21, 22, 23, 27 and 30.

B. Premium Refunds

Insurers must process the return premium on policy terms for which they are the insurer of record. If the premium refund for a cancellation is for more than two policy terms and the insurer is unable to process the additional terms within their system, then the insurer may submit the request and documentation for the additional terms to FEMA for processing.

The documentation to FEMA must include:

- PTR worksheet showing current and revised premiums for each policy term.
- A policy cancellation request.
- Declarations pages for each policy term as evidence of premium payments.

The insurer must send the request and documentation to FEMA by email at: FEMA-NFIPCustomerServiceCenter@fema.dhs.gov.

FEMA will notify the insurer of the premium refunded and the Expense Allowance due to the NFIP. The insurer must maintain this documentation as part of their underwriting files. FEMA will return refund requests that are inaccurate or incomplete.

C. Cancellation Processing Outcomes

Reason Code	Signature Required	Premium Refund (Including ICC and Reserve Fund Assessment)		HFIAA Surcharge			Probation Surcharge		Federal Policy Fee		Producer Commission (Direct Business Only)		
	Policyholder Agent, or Both	Full Refund	Pro-Rated	Full Refund	Pro-Rated	No Refund	Full Refund	No Refund	Full Refund	No Refund	Full Deduction	Pro-Rated	Retained
A. No Insurable Interest													
1	*		×		×			×		×		×	
2	Both		×		×			×		×		×	
7	Both	×		×			×		×		×		
B. Establish Common Expiration Date													
3	Both		×			×		×		×		×	
C. Duplicate Coverage													
4	*		×*		×*			×*		×*		×*	
10	Both		×		×			×		×		×	
26	Both	×		×			×		×		×		
D. Not Eligible for Coverage													
6	*	×		×			×		×		×		
27	*	×		×			×		×		×		
29	*		×			×		×		×		×	
E. Lender No Longer Requires Insurance													
28	Both		×			×		×		×		×	
F. Insufficient Premium or Fraud													
5	Agent	×		×			×		×		×		
23	*	NO REFUND OF PREMIUM, FEDERAL POLICY FEE, RESERVE FUND ASSESSMENT, OR HFIAA SURCHARGE ALLOWED											×
30	*	×		×			×		×		×		
G. Other Reason Codes													
13	Both	×		×			×		×		×		
20	Both	×		×			×		×		×		
21	*	NO REFUND OF PREMIUM, FEDERAL POLICY FEE, RESERVE FUND ASSESSMENT, OR HFIAA SURCHARGE ALLOWED											×
22	*	×		×			×		×		×		

* See the Signatures heading above.

×* See Reason Code 04 description for when a full refund may apply.

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Appendix A: Policy

NFIP insurers may only use the Standard Flood Insurance Policy (SFIP)[1] 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*.[2]

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 Table 1. Standard Flood Insurance Policy Forms heading in Section 2: Before You Start for guidance on when to use each form.

1. 44 CFR 61.13
2. 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

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.

I. AGREEMENT

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.**

II. DEFINITIONS

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

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. D**irect 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

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:
    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 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, alkalis, 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:
    a. The 365 days immediately preceding the time of loss; *or*
    b. 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:

1. The dwelling at the described location, or for a period of 45 days at another location as set forth in III.C.2.b, Property Removed to Safety.
2. Additions and extensions attached to and in contact with the dwelling by means of a rigid exterior wall, a solid load-bearing interior wall, a stairway, an elevated walkway, or a roof. At your option, additions and extensions connected by any of these methods may be separately insured. Additions and extensions attached to and in contact with the building by means of a common interior wall that is not a solid load-bearing wall are always considered part of the dwelling and cannot be separately insured.
3. A detached garage at the described location. **Coverage is limited to no more than 10 percent of the limit of liability on the dwelling.** Use of this insurance is at your option but reduces the building limit of liability. **We do not cover any detached garage used or held for use for residential (i.e., dwelling), business, or farming purposes.**

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

   a. If the structure is not yet walled or roofed as described in the definition for building (see II.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.
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.

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 house-hold 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.

IV. PROPERTY NOT INSURED

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 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, 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 you own in common with other unit owners comprising the membership of a condominium association.

V. EXCLUSIONS

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

1. Loss of revenue or profits;
2. Loss of access to the insured property or described location;
3. Loss of use of the insured property or described location;
4. Loss from interruption of business or production;
5. Any additional living expenses incurred while the insured building is being repaired or is unable to be occupied for any reason;
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.

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. 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, 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 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.

IX. 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.

X. WHAT LAW GOVERNS

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.



Deputy Associate Administrator
Federal Insurance and Mitigation Administration

National Flood Insurance Program

General Property Form

Standard Flood Insurance Policy

F-123 / October 2021

FEMA

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.

I. AGREEMENT

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.**

II. DEFINITIONS

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.

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

1. The building described on the Declarations Page at the described location. If the building is a condominium building and the named insured is the condominium association, Coverage A includes all units within the building and the improvements within the units, provided the units are owned in common by all unit owners.
2. 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.
3. Additions and extensions attached to and in contact with the building by means of a rigid exterior wall, a solid load-bearing interior wall, a stairway, an elevated walkway, or a roof. At your option, additions and extensions connected by any of these methods may be separately insured. Additions and extensions attached to and in contact with the building by means of a common interior wall that is not a solid load-bearing wall are always considered part of the building and cannot be separately insured.
4. The following fixtures, machinery, and equipment, which are insured under Coverage A only:
    a. Awnings and canopies;
    b. Blinds;
    c. Carpet permanently installed over unfinished flooring;
    d. Central air conditioners;
    e. Elevator equipment;
    f. Fire extinguishing apparatus;
    g. Fire sprinkler systems;
    h. Walk-in freezers;
    i. Furnaces;
    j. Light fixtures;
    k. Outdoor antennas and aerials attached to buildings;
    l. Permanently installed cupboards, bookcases, paneling, and wallpaper;
    m. Pumps and machinery for operating pumps;
    n. Ventilating equipment;
    o. Wall mirrors, permanently installed; *and*
    p. In the units within the building, installed:
        (1) Built-in dishwashers;
        (2) Built-in microwave ovens;
        (3) Garbage disposal units;
        (4) Hot water heaters, including solar water heaters;
        (5) Kitchen cabinets;
        (6) Plumbing fixtures;
        (7) Radiators;
        (8) Ranges;
        (9) Refrigerators; *and*
        (10) Stoves.

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 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

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.

V. EXCLUSIONS

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

1. Loss of revenue or profits;
2. Loss of access to the insured property or described location;
3. Loss of use of the insured property or described location;
4. Loss from interruption of business or production;
5. Any additional living expenses incurred while the insured building is being repaired or is unable to be occupied for any reason;
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.

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. The deductible does NOT apply to:

1. III.C.2. Loss Avoidance Measures; *or*
2. 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 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 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

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.

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. 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.

IX. 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.

X. WHAT LAW GOVERNS

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.



Deputy Associate Administrator
Federal Insurance and Mitigation Administration

National Flood Insurance Program

Residential Condominium Building Association Policy

Standard Flood Insurance Policy

F-144 / October 2021

FEMA

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.

I. AGREEMENT

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.**

II. DEFINITIONS

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

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:
    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 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:

1. The residential condominium building described on the Declarations Page at the described location, including all units within the building and the improvements within the units.
2. We also insure such building property for a period of 45 days at another location, as set forth in III.C.2.b, Property Removed to Safety.
3. Additions and extensions attached to and in contact with the building by means of a rigid exterior wall, a solid load-bearing interior wall, a stairway, an elevated walkway, or a roof. At your option, additions and extensions connected by any of these methods may be separately insured. Additions and extensions attached to and in contact with the building by means of a common interior wall that is not a solid load-bearing wall are always considered part of the building and cannot be separately insured.
4. The following fixtures, machinery and equipment, including its units, which are insured under Coverage A only:
    a. Awnings and canopies;
    b. Blinds;
    c. Carpet permanently installed over unfinished flooring;
    d. Central air conditioners;
    e. Elevator equipment;
    f. Fire extinguishing apparatus;
    g. Fire sprinkler systems;
    h. Walk-in freezers;
    i. Furnaces;
    j. Light fixtures;
    k. Outdoor antennas and aerials fastened to buildings;
    l. Permanently installed cupboards, bookcases, paneling, and wallpaper;
    m. Pumps and machinery for operating pumps;
    n. Ventilating equipment;
    o. Wall mirrors, permanently installed; *and*
    p. In the units within the building, installed:
        (1) Built-in dishwashers;
        (2) Built-in microwave ovens;
        (3) Garbage disposal units;
        (4) Hot water heaters, including solar water heaters;
        (5) Kitchen cabinets;

(6) Plumbing fixtures;
(7) Radiators;
(8) Ranges;
(9) Refrigerators; *and*
(10) Stoves.

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

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

a. If the structure is not yet walled or roofed as described in the definition for building (see II.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.

l. Assessments made by a condominium association on individual condominium unit owners to pay increased costs of repairing commonly owned buildings after a flood in compliance with State or local floodplain management ordinances or laws.

6. Other Provisions.

a. Increased Cost of Compliance coverage will not be included in the calculation to determine whether coverage meets the coinsurance requirement for replacement cost coverage under Art. VIII.R. ("Loss Settlement").

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

IV. PROPERTY NOT INSURED

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, 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 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.

V. EXCLUSIONS

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

1. Loss of revenue or profits;
2. Loss of access to the insured property or described location;
3. Loss of use of the insured property or described location;
4. Loss from interruption of business or production;
5. Any additional living expenses incurred while the insured building

is being repaired or is unable to be occupied for any reason;

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 × .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.

IX. 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 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.

XI. WHAT LAW GOVERNS

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.



Deputy Associate Administrator
Federal Insurance and Mitigation Administration

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I. NFIP Flood Insurance Application

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

National Flood Insurance Program

FLOOD INSURANCE APPLICATION, PAGE 1 (OF 2)

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.

OMB No. 1660-0006 | Expires: October 31, 2027

☐ NEW ☐ RENEWAL ☐ ENDORSEMENT ☐ TRANSFER (NFIP POLICIES ONLY)
POLICY #: _____
PRIOR POLICY #: _____

IMPORTANT—PLEASE PRINT OR TYPE; ENTER DATES AS MM/DD/YYYY.

BILLING

FOR RENEWAL, BILL:
☐ POLICYHOLDER
☐ FIRST MORTGAGEE
☐ SECOND MORTGAGEE
☐ LOSS PAYEE
☐ OTHER (AS SPECIFIED IN THE "2ND MORTGAGEE/OTHER" BOX BELOW)

PAYMENT PLAN: _____

AGENT/PRODUCER INFORMATION

NAME AND MAILING ADDRESS OF AGENT/PRODUCER:

AGENCY NO.: _____
AGENT NO.: _____
PHONE NO.: _____
EMAIL ADDRESS: _____

POLICYHOLDER INFORMATION

NAME(S) AND MAILING ADDRESS OF POLICYHOLDER(S):

PHONE NO.: _____
EMAIL ADDRESS: _____
IS THE POLICYHOLDER A TENANT? ☐ YES ☐ NO
IS THE POLICYHOLDER A CONDOMINIUM ASSOCIATION? ☐ YES ☐ NO
IS THE POLICYHOLDER A SMALL BUSINESS? ☐ YES ☐ NO
IS THE POLICYHOLDER A NON-PROFIT ENTITY? ☐ YES ☐ NO
IS THE POLICY FORCE-PLACED BY A LENDER? ☐ YES ☐ NO

1ST MORTGAGEE

NAME AND MAILING ADDRESS OF FIRST MORTGAGEE:

PHONE NO.: _____
EMAIL ADDRESS: _____
LOAN NO.: _____

POLICY PERIOD

POLICY PERIOD IS FROM ____ /____ /_____ TO ____ /____ /_____
WAITING PERIOD:
☐ STANDARD 30-DAY (12:01 A.M. LOCAL TIME)
☐ MAP REVISION – 1-DAY (12:01 A.M. LOCAL TIME, THE NEXT CALENDAR DAY)
☐ LOAN TRANSACTION – NO WAITING PERIOD (EFFECTIVE AT TIME OF LOAN CLOSING)
☐ POST-WILDFIRE – 1-DAY (12:01 A.M. LOCAL TIME, THE NEXT CALENDAR DAY)
☐ TRANSFER (NFIP POLICIES ONLY) – NO WAITING PERIOD (12:01 A.M. LOCAL TIME)

2ND MORTGAGEE/OTHER

NAME AND MAILING ADDRESS OF: ☐ 2ND MORTGAGEE ☐ LOSS PAYEE ☐ OTHER
IF OTHER, SPECIFY: _____

PHONE NO.: _____
EMAIL ADDRESS: _____
LOAN NO.: _____

COMMUNITY INFORMATION

CURRENT MAP INFORMATION
CURRENT COMMUNITY NO./PANEL NO. AND SUFFIX: _____ - _____
CURRENT FIRM ZONE: _____
MAP DATE: ____ /____ /_____
COMMUNITY PROGRAM TYPE IS: ☐ REGULAR ☐ EMERGENCY

BUILDING LOCATION

NOTE: ONE BUILDING PER POLICY
ENTER PROPERTY ADDRESS AND TYPE:

PROPERTY ADDRESS TYPE: ☐ STREET ☐ OTHER: _____
FOR AN ADDRESS WITH MULTIPLE BUILDINGS AND/OR FOR A BUILDING WITH ADDITIONS OR EXTENSIONS, DESCRIBE THE INSURED BUILDING: _____
LATITUDE AND LONGITUDE (OPTIONAL):
LATITUDE: _____ LONGITUDE: _____
IS BUILDING LOCATED IN A CBRS SYSTEM UNIT OR OPA? ☐ SYSTEM UNIT ☐ OPA ☐ NO
YEAR SYSTEM UNIT OR OPA ADDED TO CBRS: ☐ 1982 ☐ 1990
IF IN BUFFER ZONE, DID USFWS ISSUE AN OFFICIAL DETERMINATION SHOWING BUILDING OUTSIDE SYSTEM UNIT OR OPA? ☐ YES ☐ NO
IF IN OPA, IS BUILDING USE CONSISTENT WITH PROTECTED AREA PURPOSE? ☐ YES ☐ NO

BUILDING INFORMATION

1. BUILDING OCCUPANCY:
2. BUILDING DESCRIPTION:
3. FOUNDATION TYPE

IS THE ENCLOSURE/CRAWLSPACE CONSTRUCTED WITH PROPER FLOOD OPENINGS OR ENGINEERED OPENINGS? ☐ YES ☐ NO

4. ELEVATION INFORMATION (OPTIONAL)
CERTIFICATION DATE: ___ /___ /_____
BUILDING DIAGRAM NUMBER: _____
ELEVATION (IN FEET): _____
LOWEST FLOOR ELEVATION (IN FEET): _____
FIRST FLOOR HEIGHT (IN FEET): _____

5. BUILDING CHARACTERISTICS
IS BUILDING UNDER CONSTRUCTION? ☐ YES ☐ NO
DATE OF CONSTRUCTION: ___ /___ /_____

HAS THE BUILDING BEEN SUBSTANTIALLY IMPROVED? ☐ YES ☐ NO
IF YES, ENTER SUBSTANTIALLY IMPROVED DATE: ___ /___ /_____
CONSTRUCTION TYPE: _____
IS THE BUILDING OVER WATER? ☐ NO ☐ PARTIALLY ☐ ENTIRELY
IS THE BUILDING PROPERLY FLOODPROOFED? ☐ YES ☐ NO
IS THE BUILDING ELIGIBLE FOR THE MACHINERY AND EQUIPMENT MITIGATION DISCOUNT? ☐ YES ☐ NO
BUILDING SQUARE FOOTAGE: _____
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? ☐ YES ☐ NO
IS BUILDING THE POLICYHOLDER'S PRIMARY RESIDENCE? ☐ YES ☐ NO
IF MANUFACTURED/MOBILE HOME OR BUILDING (INCLUDING TRAVEL TRAILER) PROVIDE IDENTIFICATION NUMBER: _____

FEMA Form FF-206-FY-21-117 (formerly 086-0-1) (10/2024)

IMPORTANT — COMPLETE PAGE 1 AND PAGE 2 BEFORE SENDING APPLICATION TO THE NFIP. — **IMPORTANT**

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

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

National Flood Insurance Program

OMB No. 1660-0006 | Expires: October 31, 2027

FLOOD INSURANCE APPLICATION, PAGE 2 (OF 2)

☐ NEW ☐ RENEWAL ☐ ENDORSEMENT ☐ TRANSFER (NFIP POLICIES ONLY)
POLICY #: _____
PRIOR POLICY #: _____

IMPORTANT—PLEASE PRINT OR TYPE; ENTER DATES AS MM/DD/YYYY.

COVERAGE, DEDUCTIBLES, AND DISCOUNTS

COVERAGES AND DEDUCTIBLES

SFIP Form: _____

Coverage Endorsement: _____

Amount of Insurance:
Building $ _____ Contents $ _____

Deductible:
Building $ _____ Contents $ _____

Rate Category: _____

Payment Amount: $ _____

DISCOUNTS

Did the applicant have a prior NFIP policy for the building that received a Newly Mapped discount and lapsed? ☐Yes ☐No
If yes, did the lapse occur for a valid reason? ☐Yes ☐No

Did the applicant have a prior NFIP policy for the building that received a Pre-FIRM discount and lapsed? ☐Yes ☐No
If yes, did the lapse occur for a valid reason? ☐Yes ☐No

SIGNATURE

I declare under penalty of perjury that the foregoing is true and correct.

_____ _____/_____/_____
SIGNATURE OF INSURANCE AGENT/PRODUCER DATE (MM/DD/YYYY)

_____ _____/_____/_____
SIGNATURE OF POLICYHOLDER (OPTIONAL) DATE (MM/DD/YYYY)

ADDITIONAL INFORMATION

Enter any additional information:

FEMA Form FF-206-FY-21-117 (formerly 086-0-1) (10/2024)

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.
IMPORTANT — COMPLETE PAGE 1 AND PAGE 2 BEFORE SENDING APPLICATION TO THE NFIP. — **IMPORTANT**

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, disability, sex, age, or national origin.

PRIVACY ACT NOTICE

Authority: FEMA is authorized to collect the information requested on this form pursuant to the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4011 et seq. which will enable interested persons to purchase insurance against loss resulting from physical damage to or loss of real property or personal property related thereto arising from any flood occurring in the United States. 42 U.S. Code § 4102-Criteria for land management and use. 42 U.S. Code § 4104c – Mitigation assistance.

Purpose: The purpose of the information requested on this document and any supporting documents is 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 https://www.dhs.gov/system-records-notices-sorns.

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

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 13 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 this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street. SW, Washington, DC 20472-3100, Paperwork Reduction Project (1660-0006) **NOTE: Do not send your completed form to this address.**

II. NFIP Flood Insurance General Change Endorsement

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

National Flood Insurance Program

FLOOD INSURANCE GENERAL CHANGE ENDORSEMENT

FOR ALL POLICY TYPES.
IMPORTANT: 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.
IMPORTANT: Please print or type; enter dates as MM/DD/YYYY.

OMB No. 1660-0006 | Expires October 31, 2027

POLICY #: _____

REASON FOR CHANGE

REASON FOR CHANGE (CHECK ALL THAT APPLY)

- ☐ BILLING
- ☐ AGENT/PRODUCER
- ☐ POLICYHOLDER INFORMATION
  - ☐ MAILING ADDRESS
  - ☐ ASSIGNMENT
- ☐ MORTGAGEE
- ☐ COMMUNITY INFORMATION
- ☐ PROPERTY ADDRESS (CORRECTION)
- ☐ BUILDING INFORMATION
- ☐ COVERAGE/DEDUCTIBLE
- ☐ POLICY FORM
- ☐ CONSTRUCTION COMPLETED
- ☐ STATUTORY DISCOUNTS
- ☐ RATE CATEGORY
- ☐ OTHER (SPECIFY):

TYPE OF CHANGE

TYPE OF CHANGE (CHECK ALL THAT APPLY)

- ☐ NON-PREMIUM CHANGE
- ☐ PREMIUM CHANGE
  - ☐ RATING ADJUSTMENT
  - ☐ RATING CORRECTION

PREMIUM CHANGE *continued*

- ☐ COVERAGE/DEDUCTIBLE CHANGE
- ☐ RATE CATEGORY CHANGE
- ☐ ADDING AN ELEVATION CERTIFICATE

- ☐ OTHER (SPECIFY):

WAITING PERIOD

WAITING PERIOD:

- ☐ STANDARD 30-DAY (12:01 A.M. LOCAL TIME)
- ☐ MAP REVISION – 1-DAY (12:01 A.M. LOCAL TIME, THE NEXT CALENDAR DAY)
- ☐ LOAN TRANSACTION – NO WAITING PERIOD (EFFECTIVE AT TIME OF LOAN CLOSING)
- ☐ POST-WILDFIRE – 1-DAY (12:01 A.M. LOCAL TIME, THE NEXT CALENDAR DAY)
- ☐ NONE – RATING CHANGE OR NON-PREMIUM CHANGE

ENDORSEMENT EFFECTIVE DATE: ____ /____ /_____

SIGNATURE

I declare under penalty of perjury that the foregoing is true and correct.

_____ 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)

AMOUNT DUE

COMPONENTS OF THE TOTAL AMOUNT DUE		
PRIOR ANNUAL COST		$
UPDATED ANNUAL COST	+	$
PRO-RATA FACTOR		$
TOTAL AMOUNT DUE	(+/–)	$

FEMA Form FF-206-FY-21-119 (formerly 086-0-3) (10/2024)

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.

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 BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection 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 this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street. SW, Washington, DC 20472-3100, Paperwork Reduction Project (1660-0006) **NOTE: Do not send your completed form to this address.**

III. NFIP Flood Insurance Cancellation/Nullification Request Form

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

National Flood Insurance Program

Flood Insurance Cancellation/Nullification Request Form

OMB No. 1660-0006 | Expires October 31, 2027

POLICY #: _____

IMPORTANT – PLEASE PRINT OR TYPE; ENTER DATES AS MM/DD/YYYY.

POLICY PERIOD

Policy Period is From _____ To _____

Cancellation Effective Date: _____

AGENT/PRODUCER INFORMATION

Agent/Producer Information for the Policy Being Canceled:

Agency No.: _____

Agent No.: _____

Phone No.: _____

Email Address: _____

POLICYHOLDER INFORMATION

Name and Mailing Address of Policyholder for Mailing Refund:

Phone No.: _____

Email Address: _____

PROPERTY LOCATION

Property Address if Different from Policyholder's Mailing Address:

FIRST MORTGAGEE INFORMATION

Name and Mailing Address of First Mortgagee:

Loan No.: _____

SECOND MORTGAGEE/OTHER INFORMATION

Information Below is That of: ☐ Second Mortgagee ☐ Loss Payee

☐ Other (Specify): _____

CANCELLATION REASON CODE

Please see all valid cancellation reason codes and requirements for their use in the "How to Cancel" section of the *NFIP Flood Insurance Manual* on the FEMA website.

https://www.fema.gov/flood-insurance-manual

CANCELLATION REASON CODE: _____

REFUND

Make Refund Payable To (check one): ☐ Policyholder ☐ Payor ☐ Agent (Reason Code 5 Only)

Mail Refund To (check one): ☐ Policyholder ☐ Payor ☐ Agent (Reason Code 5 or at Request of Policyholder)

SIGNATURE

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.

_____ _____ _____ _____

SIGNATURE OF POLICYHOLDER | DATE | SIGNATURE OF POLICYHOLDER | DATE

_____ _____

SIGNATURE OF AGENT/PRODUCER | DATE

FEMA FORM FF-206-FY-21-118 (FORMERLY 086-0-2) (10/2024)

PLEASE ATTACH ALL REQUIRED DOCUMENTS TO THE NFIP COPY OF CANCELLATION/NULLIFICATION REQUEST FORM.
SEND ORIGINAL TO THE NFIP, KEEP A COPY FOR YOUR RECORDS, AND PROVIDE COPIES TO THE POLICYHOLDER AND MORTGAGEE(S).

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/NULLIFICATION 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 BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 9 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 this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street. SW, Washington, DC 20472-3100, Paperwork Reduction Project (1660-0006) **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: 07/31/2027

RESIDENTIAL BASEMENT FLOODPROOFING CERTIFICATE

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2.5 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: (1) For community use in documenting compliance with floodplain management ordinances, where records are maintained by the community, and (2) For flood insurance purposes of estimating the risk premium necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

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.

PURPOSE OF THE RESIDENTIAL BASEMENT FLOODPROOFING CERTIFICATE

The National Flood Insurance Program requires that all new construction and substantial improvements of residential structures within SFHA Zones A1-30, AE, AH, and AO have the lowest floor, including the basement, elevated to or above the base flood level unless an exception is granted.

In only those approved communities that have been granted an exception (List of Approved Communities for Residential Basement Floodproofing Premium Discount (fema.gov), a registered professional engineer or architect, licensed in the State where the building is located, must complete this form to certify that the building's structural design is floodproof.

If the certification is granted, the residential structure is eligible for a lower flood insurance premium based on the lowest floor of the building.

FEMA Form FF-206-FY-21-122 (12/23)

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ONLINE The NFIP Residential Basement Floodproofing Certificate, FEMA Form 206-FY-21-122, is available at https://www.fema.gov/flood-insurance/find-form/underwriting

PROPERTY INFORMATION

Building Owner's Name: _____

Building Street Address *(Including Apt., Unit, Suite, and/or Bldg. No.)* or P.O. Route and Box No.:

_____

City: _____ State: _____ ZIP Code: _____

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Property Description *(e.g., Lot and Block Numbers, or Legal Description)* and/or Tax Parcel Number:

_____

Building Use *(e.g., Non-Residential, Mixed Use, Addition, Accessory, etc.)*: _____

Latitude/Longitude: Lat. _____ Long. _____

Horizontal Datum: ☐ NAD 1927 ☐ NAD 1983 ☐ WGS 84

SECTION I - FLOOD INSURANCE RATE MAP *(FIRM)* INFORMATION

NFIP Community Name: _____ NFIP Community Identification Number: _____

County Name: _____ State: _____ Map/Panel Number: _____ Suffix: _____

FIRM Index Date: _____ FIRM Panel Effective/Revised Date: _____ Flood Zone(s): _____

BFE(s) *(Zone AO, use Base Flood Depth (BFD))*: _____

Indicate the source of the BFE data or BFD entered above: ☐ Flood Insurance Study *(FIS)* ☐ FIRM

☐ Community Determined ☐ Other: _____

Indicate elevation datum used for BFE shown above: ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

SECTION II - FLOODPROOFED ELEVATION CERTIFICATION

(By a Registered Professional Engineer or Architect Licensed in the State Where the Building is Located)

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.)
(Elevation datum used must be the same as that on the FIRM)

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: ☐ NGVD 1929 ☐ NAVD 1988 ☐ 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 an engineer or architect licensed in the State where the building is located 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: _____

Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

Phone #1: _____ Ext.: _____ Phone #2: _____ Ext.: _____

Email: _____

Place Seal Here

Signature: _____ Date: _____

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Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:	FOR INSURANCE COMPANY USE
City: _____ State: _____ ZIP Code: _____	Policy Number: _____ Company NAIC Number: _____

SECTION II - FLOODPROOFED ELEVATION CERTIFICATION *(Continued)*
(By a Registered Professional Engineer or Architect Licensed in a State Where the Building is Located)

Comments (including source of conversion factor and description of any attachments):

SECTION III - CONSTRUCTION CERTIFICATION
(By a Registered Professional Engineer or Architect Licensed in the State Where the Building is Located)

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: _____ License Number (or Affix Seal): _____

Title: _____ Company Name: _____

Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

Phone #1: _____ Ext.: _____ Phone #2: _____ Ext.: _____

Email: _____

Place Seal Here

Signature: _____ Date: _____

Comments (including source of conversion factor and description of any attachments):

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

INSTRUCTIONS FOR COMPLETING THE RESIDENTIAL BASEMENT FLOODPROOFING CERTIFICATE AND REQUIRED DOCUMENTATION

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 a residential basement floodproofing rating discount. Approved communities are listed on the FEMA website at Residential Buildings with Basements| FEMA.gov (see List of Approved Communities for Residential Basement Floodproofing Premium Discount (fema.gov).

Required Documentation:

a. Photographs of all sides of the building

b. Photographs of any penetration (Utilities, Mechanical)

c. Flood insurance application

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V. Dry Floodproofing Certificate for Non-Residential Structures

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

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

DRY 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 § 60.3, 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 79 Fed. Reg. 28747 (May 19, 2014), 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 DRY FLOODPROOFING CERTIFICATE FOR NON-RESIDENTIAL STRUCTURES

Under the National Flood Insurance Program (NFIP), the dry floodproofing of non-residential buildings may be permitted as an alternative to elevating to or above the Base Flood Elevation (BFE) or for certain flood zones, the natural Highest Adjacent Grade (HAG). A dry floodproofing design certification is required for non-residential structures that are dry floodproofed and the dry floodproofed non-residential portions of mixed-use buildings. This form is to be used for that certification. FEMA Form 206-FY-21-122 NFIP Residential Basement Floodproofing Certificate is required for the residential portions of mixed-use buildings.

A dry 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 dry 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, flood frequency, and any other State and local requirements must be addressed to ensure that dry floodproofing will be a viable floodplain management measure.

The minimum NFIP requirement is to dry floodproof a building to the BFE. However, to be in compliance with the requirements of American Society of Civil Engineers (ASCE) 24, *Flood Resistant Design and Construction*, one foot is subtracted from the dry floodproofed elevation. Therefore, a building must be dry floodproofed to one foot above the BFE to be considered for floodproofing credit. For B, C, D, or X flood zones, the building's dry floodproofed design elevation must be at least two feet above the natural HAG to be considered for floodproofing credit.

Additional guidance can be found in FEMA Publication 936, *Floodproofing Non-Residential Buildings* (2013), and NFIP Technical Bulletin 3, *Requirements for the Design and Certification of Dry Floodproofed Non-Residential and Mixed-Use Buildings* (2021), available on FEMA's Building Science Resource Library website at www.fema.gov/ar/emergency-managers/risk-management/building-science/publications.

FEMA Form FF-206-FY-22-153 (formerly 086-0-34) (8/23) Page 1 of 8

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

Copy all pages of this Dry Floodproofing Certificate and all attachments for 1) community official, 2) insurance agent/company, and 3) building owner. The dry floodproofing of non-residential buildings and the non-residential portions of mixed-use buildings may be permitted as an alternative to elevating to or above the Base Flood Elevation (BFE); however, a dry floodproofing design certification is required. This form is to be used for that certification. Dry 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 dry floodproofed residential basements. The permitting of a dry floodproofed residential basement requires a separate certification specifying that the design complies with the local floodplain management ordinance.

PROPERTY INFORMATION

Building Owner's Name: _____

Building Street Address (Including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

_____

City: _____ State: _____ ZIP Code: _____

Property Description (e.g., Lot and Block Numbers, or Legal Description) and/or Tax Parcel Number:

_____

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Building Use (e.g., Non-Residential, Mixed Use, Addition, Accessory, etc.): _____

Latitude/Longitude: Lat. _____ Long. _____

Horizontal Datum: ☐ NAD 1927 ☐ NAD 1983 ☐ WGS 84

SECTION I – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

NFIP Community Name: _____ NFIP Community Identification Number: _____

County Name: _____ State: _____ Map/Panel Number: _____ Suffix: _____

FIRM Index Date: _____ FIRM Panel Effective/Revised Date: _____ Flood Zone(s): _____

BFE(s) (Zone AO, use Base Flood Depth (BFD)): _____

Indicate the source of the BFE data or BFD entered above: ☐ Flood Insurance Study (FIS) ☐ FIRM

☐ Community Determined ☐ Other: _____

Indicate elevation datum used for BFE shown above: ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

Is a Limit of Moderate Wave Action (LiMWA) shown on the FIRM? ☐ Yes ☐ No

If Yes, is the property located in the Coastal A Zone [area between the LiMWA and Zone V boundary (or shoreline)]? ☐ Yes ☐ No

Is the property located in a floodway? ☐ Yes ☐ No If Yes, provide the velocity at the building location: _____

Is the property located in an alluvial fan? ☐ Yes ☐ No

If Yes, provide the depth at the building location: _____ and velocity: _____

SECTION II – DRY FLOODPROOFED DESIGN CERTIFICATION

(By a Registered Professional Engineer or Architect licensed in the State where the building is located)

(**Note**: For insurance rating purposes in all zones except for B, C, D, or X, the building's dry floodproofed design elevation must be at least one foot above the BFE to be considered for floodproofing credit. For B, C, D, or X Zones, the building's dry floodproofed design elevation must be at least two feet above the natural HAG to be considered for floodproofing credit. If the building is not dry floodproofed to the above-mentioned standards, then the building will be ineligible for floodproofing credit. See the Instructions section for information on documentation that must accompany this certificate if being submitted for flood insurance rating purposes.)

Briefly list measures incorporated into the design to meet the performance criteria for dry floodproofing and attach calculations showing the structure is designed with structural components that have the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy and will be watertight and substantially impermeable to the passage of water.

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Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:	FOR INSURANCE COMPANY USE
City: _____ State: _____ ZIP Code: _____	Policy Number: _____ Company NAIC Number: _____

SECTION II – DRY FLOODPROOFED DESIGN CERTIFICATION *(Continued)*
(By a Registered Professional Engineer or Architect licensed in the State where the building is located)

Provide elevations used in design, specifications and construction drawings. In Puerto Rico only, enter meters.

Indicate elevation datum used for the elevations in this section. ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

Elevation datum used for building elevations must be the same as that used for the BFE. Conversion factor used? ☐ Yes ☐ No
If Yes, describe the source of the conversion factor in the Comments area of this Section.

A. Dry Floodproofed Design Elevation: _____ ☐ feet ☐ meters

B. Lowest Adjacent Grade (LAG) next to the building: ☐ Natural ☐ Finished _____ ☐ feet ☐ meters

C. Highest Adjacent Grade (HAG) next to the building: ☐ Natural ☐ Finished _____ ☐ feet ☐ meters

Non-Residential Dry Floodproofed Design Certification:

I certify the structure, based upon development and/or review of the design and specifications for construction, has been designed in accordance with the accepted standards of practice (ASCE 24-05, ASCE 24-14 or their equivalent) and the following provisions.

- *The structure, together with attendant utilities and sanitary facilities will be watertight to the dry floodproofed design elevation indicated above, will be 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 up to the dry floodproofed design elevation. Flood damage-resistant materials are used for all areas where seepage is intended to collect inside the dry floodproofed areas up to at least 4 inches above the floor.*

I certify that the information in Section II 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: _____

Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

Phone #1: _____ Ext.: _____ Phone #2: _____ Ext.: _____

Email: _____

Place Seal Here

Signature: _____ Date: _____

Comments (including source of conversion factor and description of any attachments):

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Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:	FOR INSURANCE COMPANY USE
City: _____ State: _____ ZIP Code: _____	Policy Number: _____ Company NAIC Number: _____

SECTION III – DRY FLOODPROOFED ELEVATION CERTIFICATION
(By a Registered Professional Land Surveyor, Engineer or Architect licensed in the State where the building is located)

Benchmark Utilized: _____ Vertical Datum: _____

Indicate elevation datum used for the elevations provided in this section:

☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

Elevation datum used for building elevations must be the same as that used for the BFE. Conversion factor used? ☐ Yes ☐ No
If Yes, describe the source of the conversion factor in the Comments area of this section.

A. Dry floodproofed elevation (must be based on finished construction): _____ ☐ feet ☐ meters

B. Lowest Adjacent Grade (LAG) next to the building: ☐ Natural ☐ Finished _____ ☐ feet ☐ meters

C. Natural Highest Adjacent Grade (HAG) next to the building: _____ ☐ feet ☐ meters

Height of floodproofing on the building above the natural or finished LAG is _____ feet.
(In Puerto Rico only: _____ meters.)

(**Note**: For insurance rating purposes in all eligible zones inside the SFHA, the building's dry floodproofed design elevation must be at least one foot above the BFE to be considered for floodproofing credit. For B, C, D, or X Zones, the building's dry floodproofed design elevation must be at least two feet above the natural HAG. If the building is not dry floodproofed to the above-mentioned standards, then the building will not be considered for floodproofing credit. See the Instructions section for information on documentation that must accompany this certificate if being submitted for flood insurance rating purposes.)

Non-Residential Dry Floodproofed Elevation Information Certification:

Section III 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 III 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: _____

Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

Phone #1: _____ Ext.: _____ Phone #2: _____ Ext.: _____

Email: _____

Place Seal Here

Signature: _____ Date: _____

Comments (including source of conversion factor and description of any attachments):

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Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:	FOR INSURANCE COMPANY USE
City: _____ State: _____ ZIP Code: _____	Policy Number: _____ Company NAIC Number: _____

SECTION IV – DRY FLOODPROOFED CONSTRUCTION CERTIFICATION
(By a Registered Professional Engineer or Architect licensed in the State where the building is located)

Non-Residential Dry 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 dry 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 up to the dry floodproofed design elevation.*
- *The floodproofed elevation is in accordance with the design and any alteration(s) to the design.*
- *Flood damage-resistant materials have been incorporated/used in all areas where seepage would collect inside the dry floodproofed areas up to at least 4 inches above the floor.*

I certify that the information in Section IV 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: _____

Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

Phone #1: _____ Ext.: _____ Phone #2: _____ Ext.: _____

Email: _____

Place Seal Here

Signature: _____ Date: _____

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

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REQUIRED DOCUMENTATION

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

1. **Photographs.** All photographs must be clear and in color, identified and include the date taken. Where the building is in the course of construction, provide clear descriptions of any other dry floodproofed components and attachments to be incorporated.
   a. Photographs of all sides and aspects of the floodproofed building.
   b. Photographs of all components used to provide dry floodproofing protections (shields, gates, barriers, sump pumps, backflow (non-return) valves or shutoff valves, etc.).
   c. Photographs of the installed barriers/shields and corresponding clear photographs of openings areas where barriers and shields are deployed without the barriers/shields installed (doors, windows, ventilation intakes, etc.).
   d. Photographs of penetrations through dry floodproofed envelopes (utilities, mechanical).
   e. Photographs of backup power source for sump pumps.

2. **Comprehensive Flood Emergency Operations Plan** for the entire structure to include but not limited to:
   a. The personnel, equipment, tools, and supplies needed to deploy all dry floodproofing system components with sufficient time prior to the onset of flooding or conditions such as high winds that could interfere with efficient deployment of measures.
   b. Clearly defined chain of command and assigned responsibilities for personnel involved in the installation of dry floodproofing measures.
   c. Procedure for notifying personnel responsible for installing dry floodproofing measures, along with a list of duty requirements.
   d. Decision tree that identifies the sequence, timeline, and responsible parties for installing the dry floodproofing components, including the triggers or benchmarks that will initiate procedures.
   e. Written description and map of the storage locations and types of dry floodproofing measures to be installed or deployed (shields, gates, barriers, and components as well as all associated hardware), along with any equipment, tools, and materials required for installation.
   f. Conditions that require the deployment of active dry floodproofing measures (e.g., installation of flood shields, closing of flood doors, closing of manual valves, staging of pumps).
   g. Instructions for installing or deploying each dry floodproofing measure and the order of installation if important for effectiveness.
   h. Instructions for connecting standby (emergency) power source (e.g., generator) for critical equipment such as sump pumps and egress lighting
   i. Contact information for the manufacturer and designer to expedite obtaining replacement parts and support as needed
   j. Evacuation plans for all personnel
   k. Requirements for installation and deployment drills and training program (at least once a year)
   l. Requirement for regular review and update of the plan procedures

3. **Comprehensive Inspection and Maintenance Plan** for the entire structure to include but not limited to:
   a. Exterior envelope of the structure, such as wall and foundation systems, to identify possible structural and waterproofing deficiencies such as cracks, water staining, and penetrations.
   b. All penetrations to the exterior of the structure.
   c. Slabs and wall/slab joints, including structural and drainage deficiencies.
   d. Flood shields, gates, panels, doors, glazing, barriers, and other components designed to provide dry floodproofing protection, including all seals, gaskets, fasteners, and mounting hardware and tools.
   e. Sump pumps (or self-priming pumps) and interior drain system.
   f. Emergency power systems.
   g. Testing of emergency generators, sump pumps, and other drainage measures.
   h. Backflow (non-return) valves or shutoff valves.
   i. Location of all flood shields, gates, panels, and other components including all hardware along with any materials or tools needed to seal the dry floodproofed area.
   j. Contact information for the manufacturer of the shields and other components to determine the availability of replacement gaskets, seals, and other parts and to ask questions.
   k. Cadence of inspection and maintenance plan.

4. **Building owner** acknowledgment that verifies that the owner is aware of the criteria for when the dry floodproofing measures must be installed and that they know how to install all the measures. This would be signed by the owner. Additionally, if the measures are to be installed by a third-party, then the third-party contractor must sign that they know how to install the measures.

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DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

INSTRUCTIONS FOR COMPLETING THE DRY FLOODPROOFING CERTIFICATE FOR NON-RESIDENTIAL STRUCTURES

To receive credit for dry floodproofing, a completed Dry Floodproofing Certificate for Non-Residential Structures is required for non-residential buildings and the non-residential portions of mixed-use buildings in the Regular Program communities, located in all flood zones, including Zone X. For certification of finished construction, this form is invalid without Sections I through IV.

PROPERTY INFORMATION

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/or property description. 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.

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.

Provide latitude and longitude coordinates for the center of the front of the building. Use either decimal degrees (e.g., 39.504322°, −110.758522°) or degrees, minutes, seconds (e.g., 39° 30' 15.52", −110° 45' 30.72") format. If decimal degrees are used, provide coordinates to at least 6 decimal places or better. When using degrees, minutes, seconds, provide seconds to at least 2 decimal places or better. Provide the datum of the latitude and longitude coordinates (FEMA prefers the use of NAD 1983). Indicate the method or source used to determine the latitude and longitude in the Comments area.

SECTION I – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Complete the Dry Floodproofing Certificate using the Flood Insurance Study (FIS) and FIRM in effect at the time of the certification.

The information for Section I is obtained by reviewing the FIS and the FIRM panel that includes the building's location. Information about the current FIS and FIRM is available from FEMA by visiting msc.fema.gov or contacting the local floodplain administrator. If a Letter of Map Amendment (LOMA), Letter of Map Revision (LOMR), or LOMR Based on Fill (LOMR-F) has been issued by FEMA, please provide the letter date and case number in the Comments area, as appropriate.

For a building in an area that was mapped in one community but is now in another community due to annexation or dissolution, enter the community name and 6-digit number of the community in which the building is now located in the name of the county or new county, if necessary; and the FIRM index date for the community the building is now located in. Enter information from the actual FIRM panel that shows the building location, even if it is the FIRM for the previous jurisdiction. 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.

Note: Indicate in the Comments Section, if using information based on best available data, such as base-level engineering or advisory flood hazard data (contact the local floodplain administrator to confirm).

NFIP Community Name & Community Identification Number. Enter the complete name of the community in which the building is located, and the associated 6-digit Community Identification 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 which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction. To determine the current community number, see the NFIP *Community Status Book*, available on FEMA's web site at www.fema.gov/national-flood-insurance-program-community-status-book.

County Name. Enter the name of the county or counties in which the community is located. For an unincorporated area of a county, enter the county name and "unincorporated area." For an independent city, enter "independent city."

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

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.

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

FIRM Panel Effective/Revised Date. Enter the effective date shown on the current FIRM panel. The current FIRM panel effective date can be determined by visiting **msc.fema.gov** or contacting the local floodplain administrator. In addition, if the area where the building is located was revised by a LOMR, include the LOMR effective date.

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, AR/AO. Each flood zone is defined in the legend of the FIRM panel on which it appears.

BFE(s). Using the appropriate Flood Insurance Study (FIS) Profile, FIS Data Table (e.g., Transect, Floodway, etc.), or FIRM panel, locate the property and enter the BFE (or base flood depth) of the building site to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico). If the building is located in more than one flood zone, list all appropriate BFEs.

BFEs are shown in the FIS or on a FIRM 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 unnumbered A or V zones where BFEs are not provided in the FIS or 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 (e.g., Base Level Engineering) for the building site. For subdivisions and other developments of more than 50 lots or 5 acres in Zone A, establishment of BFEs is required per Floodplain Management requirements 44 CFR 60.3(b)(3). If a BFE is obtained from another source, enter the BFE. The BFE entered must be based on hydrologic and hydraulic analyses. In an unnumbered A Zone where BFEs are not obtained from another source, enter N/A.

For areas in which BFEs have not been established, designers can refer to FEMA 265 *Zone A Manual: Managing Floodplain Development in Approximate Zone A Areas* (FEMA 1995), https://www.fema.gov/sites/default/files/documents/fema_approx-zone-a-guide.pdf?id=2215. This guide provides information on obtaining and developing BFEs.

Source of BFE. Indicate the source of the BFE or flood depth that you entered. If the BFE is from a source other than FIS Profile, FIRM, or community, include the name of the study, the agency or company that produced it, and the date when the study was completed. Visit **msc.fema.gov** or contact the local floodplain administrator to access the current FIS and FIRM.

Elevation Datum. 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.

Limit of Moderate Wave Action (LiMWA). Indicate if a LiMWA is shown on the FIRM and the location of the building in relation to the LiMWA.

Floodway. Indicate if building is in a floodway and if applicable, the velocity in the area of the building. See FEMA P-936, *Floodproofing Nonresidential Buildings* for more information on determining the velocity.

Alluvial Fan. Indicate if building is in an alluvial fan and if applicable, the depth and velocity in the area of the building.

SECTION II – DRY FLOODPROOFED DESIGN CERTIFICATION

Section II is to be completed by a Registered Professional Engineer or Architect licensed in the State where the building is located to certify the design of the dry floodproofing measures as required by 44 CFR 60.3(c)(4).

SECTION III – DRY FLOODPROOFED ELEVATION CERTIFICATION

Section III is to be completed by a Registered Professional Land Surveyor, Engineer, or Architect licensed in the State where the building is located to provide the surveyed elevations of the as-built construction. To ensure that all required elevations are obtained, it will be necessary to physically enter the building.

SECTION IV – DRY FLOODPROOFED CONSTRUCTION CERTIFICATION

Section IV is to be completed by a Registered Professional Engineer or Architect licensed in the state where the building is located to 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 provisions listed in Section IV.

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VI. NFIP Elevation Certificate and Instructions

National Flood Insurance Program

Elevation Certificate

and Instructions

2023 EDITION

FEMA

ONLINE The NFIP Elevation Certificate and Instructions, FEMA Form 086-0-33, 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

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

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 documenting compliance with National Flood Insurance Program (NFIP) floodplain management ordinances for new or substantially improved structures in designated Special Flood Hazard Areas. This form may also be used as an optional tool for a Letter of Map Amendment (LOMA), Conditional LOMA (CLOMA), Letter of Map Revision Based on Fill (LOMR-F), or Conditional LOMR-F (CLOMR-F), or for flood insurance rating purposes in any flood zone.

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 of Records Notice* 79 Fed. Reg. 28747 (May 19, 2014) 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 impact the flood insurance premium through the NFIP. Information will only be released as permitted by law.

PURPOSE OF THE ELEVATION CERTIFICATE

The Elevation Certificate is an important administrative tool of the NFIP. It can be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to inform the proper insurance premium, and to support a request for a LOMA, CLOMA, LOMR-F, or CLOMR-F.

The Elevation Certificate is used to document floodplain management compliance for Post-Flood Insurance Rate Map (FIRM) buildings, which are buildings constructed after publication of the FIRM, located in flood Zones A1–A30, AE, AH, AO, A (with Base Flood Elevation (BFE)), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, and A99. It may also be used to provide elevation information for Pre-FIRM buildings or buildings in any flood zone.

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, CLOMA, LOMR-F, or CLOMR-F request. Lowest Adjacent Grade (LAG) elevations certified by a land surveyor, engineer, or architect, as authorized by state law, will be required if the certificate is used to support a LOMA, CLOMA, LOMR-F, or CLOMR-F request. A LOMA, CLOMA, LOMR-F, or CLOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 application package, whichever is appropriate. If the certificate will only be completed to support a LOMA, CLOMA, LOMR-F, or CLOMR-F request, there is an option to document the certified LAG elevation on the Elevation Form included in the MT-EZ and MT-1 application.

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 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.

The expiration date on the form herein does not apply to certified and completed Elevation Certificates, as a completed Elevation Certificate does not expire, unless there is a physical change to the building that invalidates information in Section A Items A8 or A9, Section C, Section E, or Section H. In addition, this form is intended for the specific building referenced in Section A and is not invalidated by the transfer of building ownership.

Additional guidance can be found in FEMA Publication 467-1, *Floodplain Management Bulletin: Elevation Certificate*.

Form Instructions

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

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

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

Policy Number: _____

Company NAIC Number: _____

A1. Building Owner's Name: _____

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: _____

City: _____ State: _____ ZIP Code: _____

A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number: _____

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): _____

A5. Latitude/Longitude: Lat. _____ Long. _____ Horiz. Datum: ☐ NAD 1927 ☐ NAD 1983 ☐ WGS 84

A6. Attach at least two and when possible four clear color photographs (one for each side) of the building (see Form pages 7 and 8).

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) Is there at least one permanent flood opening on two different sides of each enclosed area? ☐ Yes ☐ No ☐ N/A

c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade:
Non-engineered flood openings: _____ Engineered flood openings: _____

d) Total net open area of non-engineered flood openings in A8.c: _____ sq. in.

e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): _____ sq. ft.

f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): _____ sq. ft.

A9. For a building with an attached garage:

a) Square footage of attached garage: _____ sq. ft.

b) Is there at least one permanent flood opening on two different sides of the attached garage? ☐ Yes ☐ No ☐ N/A

c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade:
Non-engineered flood openings: _____ Engineered flood openings: _____

d) Total net open area of non-engineered flood openings in A9.c: _____ sq. in.

e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): _____ sq. ft.

f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): _____ sq. ft.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1.a. NFIP Community Name: _____ B1.b. NFIP Community Identification Number: _____

B2. County Name: _____ B3. State: _____ B4. Map/Panel No.: _____ B5. Suffix: _____

B6. FIRM Index Date: _____ B7. FIRM Panel Effective/Revised Date: _____

B8. Flood Zone(s): _____ B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): _____

B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9:
☐ FIS ☐ FIRM ☐ Community Determined ☐ Other: _____

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☐ No
Designation Date: _____ ☐ CBRS ☐ OPA

B13. Is the building located seaward of the Limit of Moderate Wave Action (LiMWA)? ☐ Yes ☐ No

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Form Instructions

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: _____

City: _____ State: _____ ZIP Code: _____

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, AO, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, A99. Complete Items C2.a–h below according to the Building Diagram specified in Item A7. In Puerto Rico only, enter meters.
Benchmark Utilized: _____ Vertical Datum: _____

Indicate elevation datum used for the elevations in items a) through h) below.
☐ NGVD 1929 ☐ NAVD 1988 ☐ Other: _____

Datum used for building elevations must be the same as that used for the BFE. Conversion factor used? ☐ Yes ☐ No
If Yes, describe the source of the conversion factor in the Section D Comments area.

		Check the measurement used:
a) Top of bottom floor (including basement, crawlspace, or enclosure floor):	_____	☐ feet ☐ meters
b) Top of the next higher floor (see Instructions):	_____	☐ feet ☐ meters
c) Bottom of the lowest horizontal structural member (see Instructions):	_____	☐ feet ☐ meters
d) Attached garage (top of slab):	_____	☐ feet ☐ meters
e) Lowest elevation of Machinery and Equipment (M&E) servicing the building (describe type of M&E and location in Section D Comments area):	_____	☐ feet ☐ meters
f) Lowest Adjacent Grade (LAG) next to building: ☐ Natural ☐ Finished	_____	☐ feet ☐ meters
g) Highest Adjacent Grade (HAG) next to building: ☐ Natural ☐ Finished	_____	☐ feet ☐ meters
h) Finished LAG at lowest elevation of attached deck or stairs, including structural support:	_____	☐ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by state law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

Were latitude and longitude in Section A provided by a licensed land surveyor? ☐ Yes ☐ No

☐ Check here if attachments and describe in the Comments area.

Certifier's Name: _____ License Number: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Signature: _____ Date: _____

Place Seal Here

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

Comments (including source of conversion factor in C2; type of equipment and location per C2.e; and description of any attachments):

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Form Instructions

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:	FOR INSURANCE COMPANY USE
City: _____ State: _____ ZIP Code: _____	Policy Number: _____ Company NAIC Number: _____

SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

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 (C2.b in applicable Building Diagram) of the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

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

☐ Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Signature: _____ Date: _____

Comments:

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Form Instructions

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: _____

City: _____ State: _____ ZIP Code: _____

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Section A, B, C, E, G, or H of this Elevation Certificate. Complete the applicable item(s) and sign below when:

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by state law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2.a. ☐ A local official completed Section E for a building located in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when item E5 is completed for a building located in Zone AO.

G2.b. ☐ A local official completed Section H for insurance purposes.

G3. ☐ In the Comments area of Section G, the local official describes specific corrections to the information in Sections A, B, E and H.

G4. ☐ The following information (Items G5–G11) is provided for community floodplain management purposes.

G5. Permit Number: _____ G6. Date Permit Issued: _____

G7. Date Certificate of Compliance/Occupancy Issued: _____

G8. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G9.a. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters Datum: _____

G9.b. Elevation of bottom of as-built lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____

G10.a. BFE (or depth in Zone AO) of flooding at the building site: _____ ☐ feet ☐ meters Datum: _____

G10.b. Community's minimum elevation (or depth in Zone AO) requirement for the lowest floor or lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____

G11. Variance issued? ☐ Yes ☐ No If yes, attach documentation and describe in the Comments area.

The local official who provides information in Section G must sign here. *I have completed the information in Section G and certify that it is correct to the best of my knowledge. If applicable, I have also provided specific corrections in the Comments area of this section.*

Local Official's Name: _____ Title: _____

NFIP Community Name: _____

Telephone: _____ Ext.: _____ Email: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Comments (including type of equipment and location, per C2.e; description of any attachments; and corrections to specific information in Sections A, B, D, E, or H):

FEMA Form FF-206-FY-22-152 (formerly 086-0-33) (8/23) Form Page 5 of 8

Form Instructions

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:	**FOR INSURANCE COMPANY USE**
City: _____ State: _____ ZIP Code: _____	Policy Number: _____ Company NAIC Number: _____

SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). ***Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.***

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) **For Building Diagrams 1A, 1B, 3, and 5–8.** Top of bottom floor (include above-grade floors only for buildings with crawlspaces or enclosure floors) is: _____ ☐ feet ☐ meters ☐ above the LAG

b) **For Building Diagrams 2A, 2B, 4, and 6–9.** Top of next higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is: _____ ☐ feet ☐ meters ☐ above the LAG

H2. Is **all** Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?

☐ Yes ☐ No

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge.* **Note:** If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

☐ Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Signature: _____ Date: _____

Comments:

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Form Instructions

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

City: _____ State: _____ ZIP Code: _____

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo One

Photo One Caption: Clear Photo One

Photo Two

Photo Two Caption: Clear Photo Two

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Form Instructions

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

BUILDING PHOTOGRAPHS

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

City: _____ State: _____ ZIP Code: _____

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo Three

Photo Three Caption:

Clear Photo Three

Photo Four

Photo Four Caption:

Clear Photo Four

FEMA Form FF-206-FY-22-152 (formerly 086-0-33) (8/23)

Form Page 8 of 8

Return to Form

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

INSTRUCTIONS FOR COMPLETING THE ELEVATION CERTIFICATE

The Elevation Certificate is to be completed by a land surveyor, engineer, or architect who is authorized by state law to certify elevation information when elevation information is required or used for Zones A1–A30, AE, AH, AO, A (with Base Flood Elevation (BFE)), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, or A99.

Community officials who are authorized by law or ordinance to provide floodplain management information (herein referred to as "local floodplain management official") may also complete this form. For Zones AO, AR/AO, and A (without BFE), a local floodplain management official, a property owner, or an owner's authorized representative may provide floodplain management compliance information on this certificate in Section E, unless the elevations are intended for use in supporting a request for a LOMA, CLOMA, LOMR-F, or CLOMR-F. Certified elevations must be included if the purpose of completing the Elevation Certificate is to obtain a LOMA, CLOMA, LOMR-F, or CLOMR-F.

The property owner, the owner's authorized representative, or local floodplain management official 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.

For insurance purposes only, a local floodplain management official, a property owner, or an owner's authorized representative may provide First Floor Height details in Section H for any zone.

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

Note: Section C can be used for insurance and compliance in any zone; however, Section E can be used only for compliance in Zone AO and Zone A.

SECTION A – PROPERTY INFORMATION

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 or property description (e.g., lot and block numbers or legal description), and/or tax parcel number. 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. For properties with multiple buildings, include a description for the specific building.

A map may be attached to this certificate to show the location of the building on the property. A tax map, Flood Insurance Rate 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., 39.504322°, −110.758522°) or degrees, minutes, seconds (e.g., 39° 30' 15.56", −110° 45' 30.68") format. If decimal degrees are used, provide coordinates to at least six decimal places or better. When using degrees, minutes, seconds, provide seconds to at least two decimal places or better. Provide the datum of the latitude and longitude coordinates (FEMA prefers the use of NAD 1983). Indicate the method or source used to determine the latitude and longitude in the Comments area of the appropriate section. When the latitude and longitude are provided by a land surveyor, check the "Yes" box in Section D.

Item A6. The certifier must provide at least two and when possible four photographs showing each side of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and Building Diagram number provided in Item A7. To the extent possible, these photographs should show the entire building including foundation. 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. Additional photographs may be requested by local floodplain management officials or for insurance purposes to show additional detail regarding the building characteristics or features.

Item A7. Select the Building Diagram (shown on pages 17-19) that best represents the building. Then enter the diagram number and use the diagram to identify and determine the appropriate elevations requested in Items C2.a–h. If you are unsure of the correct diagram, select the diagram that most closely resembles the building being certified.

Item A8.a. Provide the square footage of the crawlspace or enclosure(s) below the lowest elevated floor of an elevated building with or without permanent flood openings. Take the measurement from the outside of the crawlspace or enclosure(s). Examples of elevated buildings constructed with crawlspace and enclosure(s) are shown in Diagrams 6-9 on pages 18-19. Diagram 2A, 2B, 4, or 9 should be used for a building constructed with a crawlspace floor that is below the exterior grade on all sides. If there is no crawlspace or enclosure, enter "N/A" for Items A8.a-f.

Item A8.b. Indicate if there is at least one permanent flood opening within 1.0 foot of the adjacent grade on at least two exterior walls of each enclosed area identified in A8.a. 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 crawlspace or enclosure(s) have no permanent flood openings, or if none of the openings are within 1.0 foot above adjacent grade, enter "0" (zero) in Item A8.c-f. If there is no crawlspace or enclosure, enter "N/A".

SECTION A – PROPERTY INFORMATION *(Continued)*

Item A8.c. Enter the total number of permanent non-engineered and/or engineered 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. If the interior grade elevation is used, note this in the Comments area of Section D.

Item A8.d. Enter the total measured net open area of permanent non-engineered flood openings indicated in A8.c in square inches, excluding any bars, louvers, or other covers of the permanent flood openings. Non-engineered openings that meet the requirements of NFIP Technical Bulletin 1 are assumed to provide one square foot of rated area for each square inch of net open area. If the net open area cannot be measured, provide in the Comments area of the appropriate section the size of the flood openings without consideration of any covers and indicate the type of cover that exists in the flood openings.

Item A8.e. Enter the total rated area of the permanent engineered flood openings indicated in A8.c, in square feet. Attach a copy of the Individual Engineered Flood Openings Certification for a specific building or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) for all engineered openings, and indicate the manufacturer's name and model number in the Comments area of the appropriate section, if applicable. Flood openings cannot be considered engineered flood openings without documentation. If no documentation is available/ provided, enter the net open (unobstructed) area of the flood openings in A8.d instead.

Item A8.f. Complete only if permanent engineered and permanent non-engineered flood openings are both present. Enter the sum of A8.d (net open area of all non-engineered openings) and A8.e (total rated area of all engineered openings). Non-engineered openings that meet the requirements of NFIP Technical Bulletin 1 are assumed to provide one square foot of rated area for each square inch of net open area. For example, a non-engineered opening with 140 sq. in. of net open area (i.e., rated for 140 sq. ft. of enclosure area), combined with two (2) engineered openings rated for 200 sq. ft. each, would yield 140 + 400 = 540 sq. ft. rated area. If either A8.d or A8.e is “0”, then enter “N/A” for A8.f.

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. If there is no attached garage, enter "N/A" for items A9.a-f.

Item A9.b. Indicate if there is at least one permanent flood opening within 1.0 foot of the adjacent grade on at least two exterior walls of the attached garage identified in A9.a. If the attached garage has no permanent flood openings, or if none of the openings are within 1.0 foot above adjacent grade, enter “0” (zero) in Items A9.c-f. If there is no attached garage, enter “N/A”.

Item A9.c. Enter the total number of permanent non-engineered and/or engineered 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. This includes any openings that are in the garage door that are no higher than 1.0 foot above the adjacent grade. If the interior grade elevation is used, note this in the Comments area of Section D.

Item A9.d. Enter the total measured net open area of permanent non-engineered flood openings indicated in A9.c in square inches, excluding any bars, louvers, or other covers of the permanent flood openings, and enter the total in Item A9.d. Non-engineered openings that meet the requirements of NFIP Technical Bulletin 1 are assumed to provide one square foot of rated area for each square inch of net open area. If the net open area cannot be measured, provide in the Comments area of the appropriate section the size of the flood openings without consideration of any covers and indicate the type of cover that exists in the flood openings.

Item A9.e. Enter the total rated area of the permanent engineered flood openings indicated in A9.c in square feet. Attach a copy of the Individual Engineered Flood Openings Certification for a specific building or an Evaluation Report issued by the ICC ES for all engineered openings, and indicate the manufacturer's name and model number in the Comments area of the appropriate section, if applicable. Flood openings cannot be considered engineered flood openings without documentation. If no documentation is available/provided, enter the net open (unobstructed) area of the flood openings in A9.d instead.

Item A9.f. Complete only if permanent engineered and permanent non-engineered flood openings are both present. Enter the sum of A9.d (net open area of all non-engineered openings) and A9.e (total rated area of all engineered openings). Non-engineered openings that meet the requirements of NFIP Technical Bulletin 1 are assumed to provide one square foot of rated area for each square inch of net open area. For example, a non-engineered opening with 140 sq. in. of net open area (i.e., rated for 140 sq. ft. of enclosure area), combined with two (2) engineered openings rated for 200 sq. ft. each, would yield 140 + 400 = 540 sq. ft. rated area. If either A9.d or A9.e is “0”, then enter “N/A” for A9.f.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Complete the Elevation Certificate using the Flood Insurance Study (FIS) and FIRM in effect at the time of the certification.

The information for Section B is obtained by reviewing the FIS and the FIRM panel that includes the building's location. Information about the current FIS and FIRM is available from FEMA by visiting msc.fema.gov or contacting the local floodplain management official. If a Letter of Map Amendment (LOMA), Letter of Map Revision Based on Fill (LOMR-F), or Letter of Map Revision (LOMR) 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 was mapped in one community but is now in another community due to annexation or dissolution, enter the community name and six-digit Community Identification Number of the community in which the building is now located in Items B1.a and B1.b; the name of the county or new county, if necessary, in Item B2; and the FIRM index date for the community identified in B1.a, 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.

Note: Indicate in the Comments area of Section D if using information based on best available data, such as base-level engineering or advisory flood hazard data (contact the local floodplain management official to confirm).

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SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION *(Continued)*
Items B1.a–b NFIP Community Name and Community Identification Number. Enter the complete name of the community in which the building is located in B1.a, and the associated six-digit Community Identification Number in B1.b. For an unincorporated area of a county, enter the county name and "unincorporated area", and the six-digit number of the county. For a newly incorporated community, use the name and six-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 which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction. To determine the current community number, see the NFIP *Community Status Book*, available on FEMA's website at **www.fema.gov/national-flood-insurance-program-community-status-book**.
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 the county name. For an independent city, enter "independent city."
Item B3. State. Enter the two-letter state abbreviation (for example, VA, TX, CA).
Items B4–B5. Map/Panel Number and Suffix. Enter the 10-character "Map Number" or "Community Panel Number" shown on the FIRM where the building or manufactured (mobile) home is located. For maps in a county-wide format, the sixth character of the "Map Number" is the letter "C" followed by a four-digit map number. For maps not in a county-wide format, enter the "Community Panel Number" shown on the FIRM.
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 effective date shown on the current FIRM panel. The current FIRM panel effective date can be determined by visiting **msc.fema.gov** or contacting the local floodplain management official. If the area where the building is located was revised by a LOMR, include the LOMR effective date and the LOMR case number in the comments area of Section D.
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 (SFHAs). Each flood zone is defined in the legend of the FIRM panel on which it appears. If the area where the building is located was revised by a LOMA, CLOMA, LOMR-F, or CLOMR-F, include the flood zone shown on the LOMA, CLOMA, LOMR-F, or CLOMR-F, and add the effective date and case number in the comments area of Section D.
Item B9. Base Flood Elevation(s) (BFE). Using the appropriate Flood Insurance Study (FIS) Profile, FIS Data Table (e.g. Transect, Floodway, etc.), or FIRM panel, locate the property and enter the BFE (or base flood depth) of the building site to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico). If the building is located in more than one flood zone in Item B8, list all appropriate BFEs in Item B9.
BFEs are shown in the FIS or on a FIRM for Zones A1–A30, AE, AH, V1–V30, VE, AR, AR/A, AR/AE, AR/A1–A30, and AR/AH; base flood depths are shown for Zones AO and AR/AO. Use the AR BFE (or base flood depth) if the building is located in any of these zones: AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO.
In A or V zones where BFEs are not provided in the FIS or 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 (e.g., Base Level Engineering) for the building site. For subdivisions and other developments of more than 50 lots or 5 acres in Zone A, 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. The BFE entered in Item B9 must be based on hydrologic and hydraulic analyses. In an A Zone where BFEs are not obtained from another source, enter N/A in Item B9 and complete Section E.
Item B10. Indicate the source of the BFE or base flood depth that you entered in Item B9. If the BFE is from a source other than the FIS, FIRM, or community, include the name of the study, the agency or company that produced it, and the date when the study was completed. Visit msc.fema.gov or contact the local floodplain management official to access the current FIS and FIRM.
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. CBRS areas and OPAs are no longer shown on the FIRM; please use the maps available at **www.fws.gov/cbra/maps/index.html** to complete Item B12. 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 website at **www.fema.gov/national-flood-insurance-program/coastal-barrier-resources-system**.
Item B13. Indicate whether the building is located seaward of the Limit of Moderate Wave Action (LiMWA). If the LiMWA is not shown on the FIRM, check the "No" box. Information about the LiMWA and other coastal flood zones may be obtained on the FEMA website at **www.fema.gov/flood-maps/coastal/insurance-rate-maps**.
SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)
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 A99. If the Certificate is being completed to demonstrate compliance with local floodplain management requirements, contact the local floodplain management official to find out any additional requirements. Section C may also be completed for insurance purposes to determine the building's First Floor Height in any flood zone (including Zones AO, AR/AO, B, C, X and D). In addition, complete Section C if this certificate is being used to support a request for a LOMA, CLOMA, LOMR-F, or CLOMR-F.
To ensure that all required elevations are obtained, it may be necessary to physically enter the building (for instance, if the building has a basement or sunken living room, split-level construction, or Machinery and Equipment (M&E)).

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SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED) *(Continued)*

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

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

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

Note: If any item does not apply to the building, enter "N/A" for not applicable.

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

Note: Enter elevations in Items C2.a–h to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico); if data is surveyed to the nearest hundredth, round to the nearest tenth.

Item C2.a. Enter the elevation measured at the top of the bottom floor (excluding the attached garage) indicated by the selected Building Diagram (Item A7). For buildings elevated on a crawlspace, Building Diagrams 8 and 9, enter the lowest elevation of the top of the crawlspace floor in Item C2.a, whether or not the crawlspace has permanent flood openings (flood vents).

Item C2.b. For Building Diagrams 2A through 9 in any flood zone, including Zones B, C, X, and D, enter the elevation measured at the top of the next higher floor (excluding the attached garage) indicated by the selected Building Diagram (Item A7). For buildings requiring more than two floors or levels to be surveyed, such as those with multiple floors or multi-level enclosures, enter the additional surveyed elevations and floor descriptions in the Section D Comments, and clarify which floors are entered as Item C2.a and C2.b.

Item C2.c. For floodplain management compliance, this elevation is required for all Building Diagrams 5 and 6 in V Zones in areas seaward of the LiMWA, and in other areas regulated for coastal flooding hazards. Enter the elevation measured at the bottom of the lowest horizontal structural member of the floor indicated by the selected Building Diagram (Item A7) or the figure below. This elevation can be entered for Building Diagrams 5 and 6 in any flood zone, including Zones B, C, X, and D. For Building Diagrams other than 5 and 6 (if applicable), enter the C2.c elevation as indicated in the figure below. *If this item does not apply to the building, enter "N/A" for not applicable.*

Item C2.d. If there is an attached garage, enter the lowest elevation for top of attached garage slab. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the Building Diagrams.)

Item C2.e. Enter the lowest platform, floor, or ground elevation supporting the lowest electrical, heating, ventilation, plumbing, and air conditioning M&E and other utilities servicing the building, which may be located in an attached garage or enclosure or on an open utility platform. Note that elevations for the M&E items are required regardless of their location. Local floodplain management officials are required to ensure that ***all*** new M&E servicing the building are protected from flooding. Thus, local officials may require that elevation information for all M&E, including ductwork, be documented on the Elevation Certificate. If the M&E is mounted to a wall, pile, etc., enter the platform elevation of the M&E. Indicate the lowest M&E type and its general location (e.g., on floor inside garage, on platform affixed to exterior wall) in the Comments area of Section D or Section G, as appropriate.

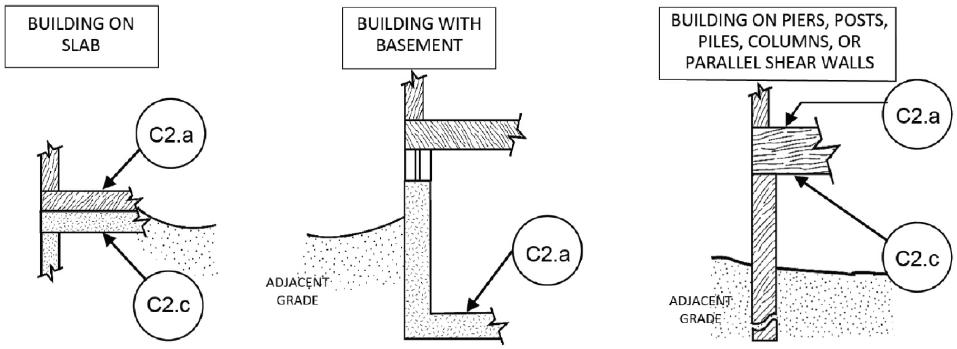
Note: For more guidance on floodplain management compliance for utilities, including M&E, refer to FEMA P-348, *Protecting Building Utility Systems from Flood Damage*. The list of M&E and the elevation requirements for documenting floodplain management compliance are different than the NFIP insurance M&E discount eligibility considerations. See Section H Instructions for additional information.

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED) *(Continued)*

Item C2.f. Enter the finished Lowest Adjacent Grade (LAG) elevation of the ground, sidewalk, or patio slab next to and in direct contact with the building. For a building in Zone AO, use the natural grade elevation, if available. Indicate whether the natural or finished grade was used. If natural grade was used, attach the source of the information (e.g., a grading plan). For buildings under construction in any flood zone, enter the LAG elevation at the time of the survey. **Note:** Natural grade means the undisturbed natural surface of the ground prior to any excavation or fill.

Item C2.g. Enter the finished Highest Adjacent Grade (HAG) elevation of the ground, sidewalk, or patio slab next to and in direct contact with the building. For a building in Zone AO, use the natural grade elevation if available. Indicate whether the natural or finished grade was used. If natural grade was used, attach the source of the information (e.g., a grading plan). For buildings under construction in any flood zone, enter the HAG elevation at the time of the survey.

Item C2.h. Enter the finished LAG elevation of the lowest ground, sidewalk, or patio slab next to and in direct contact with the structurally-attached-deck supports or stairs structurally attached to the building. For buildings under construction in any flood zone, enter the lowest LAG at the time of the survey.



Figures for use in determining Item C2.c

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This section of the Elevation Certificate may be signed by only a land surveyor, engineer, or architect who is authorized by state law to certify elevation information. Complete as indicated and place your license number, your seal (as allowed by the state licensing board), your signature, and the date 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 relevant and clarifying information not specified elsewhere on the certificate, including supporting information for latitude/longitude source for A5; openings for A8/A9; LOMR data for Section B; BFE and BFE source data for B9/B10; datum conversion for C2; grading plan for natural grade used in C2.f-g; machinery type and location for C2.e; and any other relevant information identified in the instructions or needed for clarification. If attachments are included, check the attachments box and describe the attachments in the Comments area. Attach separate sheet if additional space is needed for comments.

SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

Complete Section E if the building is located in Zone AO, Zone AR/AO, or Zone A (without BFE) and the Certificate is being completed for the purpose of documenting compliance with local floodplain management requirements. If the Certificate is being completed to document compliance in other flood zones, including Zone A (with BFE), to support a LOMA, CLOMA, LOMR-F, or CLOMR-F request, or to provide a ground elevation for flood insurance rating, complete Section C instead of Section E. Explain in the Section F Comments area if the measurement provided under Items E1–E4 is not based on the "natural grade." Natural grade means the undisturbed natural surface of the ground prior to any excavation or fill.

Indicate whether the measurements to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first two choices, a post-construction Elevation Certificate will be required when construction is complete. If the building is under construction, include only those measurements that can be determined in Items E1–E4. Use the Comments area of Section F to provide measurements obtained from the construction plans or drawings. Select "Finished Construction" only when all Machinery and Equipment (M&E) such as furnaces, water heaters, heat pumps, air conditioners, and elevators and their associated equipment have been installed and the grading around the building is completed.

Note: Enter heights in Items E1–E4 to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Items E1.a and b. Enter in Item E1.a the height of the top of the bottom floor (as indicated by C2.a in the selected Building Diagram, Item A7) above or below the natural HAG. Enter in Item E1.b the height of the top of the bottom floor (as indicated by C2.a in the selected Building Diagram, Item A7) above or below the natural LAG. For buildings in Zone AO, the community's floodplain management ordinance requires the lowest floor of the building be elevated above the HAG at least as high as the base flood depth on the FIRM.

SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE) *(Continued)*

Item E2. For Building Diagrams 6–9 with permanent flood openings (see pages 18–19), enter the height of the next higher floor or elevated floor (as indicated by C2.b in the selected Building Diagram, Item A7) above or below the HAG.

Item E3. Enter the height, in relation to the HAG 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, in relation to the HAG next to the building, of the platform elevation that supports the M&E servicing the building. See Item C2.e for additional details on M&E. Indicate the M&E type in the Comments area of Section F.

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.

SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

Complete as indicated. This section is provided for certification of measurements when completing Sections A, B, and E. If Section E is completed by a property owner or property owner's authorized representative in Zone AO, AR/AO, or A (without BFE), then the community should confirm the heights in Section E to ensure compliance with community floodplain management ordinances. If Section E is completed by a local floodplain management official, then complete Item G2.a and Section G instead of Section F. The address entered in this section must be the actual mailing address of the individual who provided the information on the certificate. Check the box as indicated if including attachments and describe in the Comments area.

SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The community official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C, E, G or H of this Elevation Certificate and sign this section. Section C may be completed by the local official per the instructions below for Item G1.

Item G1. Check if Section C is completed with elevation data from other documentation that has been signed and sealed by a licensed land surveyor, engineer, or architect who is authorized by state 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 state law to certify elevation information, and you performed the actual survey for a building in any flood zones (including Zones A99, B, C, X and D), you must also complete Section D.

Item G2.a. Check if information is entered in Section E by the community for a building in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when the community certifies Item E5 for a building in Zone AO.

Item G2.b. Check if information is entered in Section H by the community for insurance purposes.

Item G3. Check if the community official is correcting information provided in Sections A, B, E and H. Describe corrections in the Comments area of Section G.

Item G4. Check if the information in Items G5–G11 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 G5–G11 provide a way to document these determinations.

Item G5. Permit Number. Enter the permit number or other identifier to key the Elevation Certificate to the permit issued for the building.

Item G6. Date Permit Issued. Enter the date the permit was issued for the building.

Item G7. 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 G8. 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 (or meets the community's more restrictive standards, if applicable). The term includes buildings that have incurred substantial damage, regardless of the actual repair work performed.

Item G9.a. 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.b. As-built lowest horizontal structural member. Enter the elevation measured at the bottom of the lowest horizontal structural member of the floor indicated by the selected Building Diagram (Item A7) or in the figure at the end of the instructions for Section C. Indicate the elevation datum used.

SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION) *(Continued)*

Item G10.a. BFE. Using the appropriate FIRM panel, FIS, 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.b. Community's minimum elevation or depth requirement. Enter the elevation (including freeboard above the BFE) to which the community requires the lowest floor or the lowest horizontal structural member to be elevated. Indicate the elevation datum used.

Item G11. Indicate Yes if a variance from the floodplain management regulations (Title 44 CFR § 60.6) has been issued for the building, attach the supporting documentation, and describe the attachment in the Comments area of this section. If no such variance has been issued, indicate No.

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

SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

In any flood zone the property owner, owner's authorized representative, or local floodplain management official may complete this certificate for rating purposes to determine the building's first floor height and identify the elevation of Machinery and Equipment (M&E) servicing the building. Sections A, B, and I must also be completed.

Note: If Sections C and/or E and H are all completed, then information in Section C will prevail for insurance purposes and for compliance.

Item H1.a. For Building Diagrams 1A, 1B, 3, and 5–8 shown on pages 17–19, enter in Item H1.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 selected Building Diagram, Item A7) above the LAG. Refer to the arrows on the Foundation Type Diagrams on page 16 that indicate which floor to use to determine the height for Item H1.a.

Item H1.b. For Building Diagrams 2A, 2B, 4, and 6–9 shown on pages 17–19, enter in Item H1.b the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the next higher floor or elevated floor (as indicated in the selected Building Diagram, Item A7) above the LAG. Refer to the arrows on the Foundation Type Diagrams on page 16 that indicate which floor to use to determine the height for Item H1.b.

Note: The LAG is the lowest point of the ground level immediately next to a building.

Item H2. Indicate "Yes" if ***all*** of the following M&E servicing the building, inside or outside the building, are elevated to at least the height of the location shown by the H2 arrow in the Foundation Type Diagrams on page 16: central air conditioner (including exterior compressor), furnace, heat pump (including exterior compressor), water heater, and elevator M&E. For contents-only insurance coverage, ***all*** of the following appliances will need to be elevated to at least the height of the location shown by the H2 arrow in the Foundation Type Diagrams below: clothes washers and dryers and food freezers.

Note: For both building and contents coverage, ***all*** of the M&E and appliances listed above must be elevated per the Foundation Type Diagrams on page 16 to be considered for the M&E mitigation discount.

Indicate "No" if any of the M&E listed above is not elevated to at least the height of the location shown by the H2 arrow in the Foundation Type Diagrams on page 16.

The diagrams on the following page illustrate the six NFIP Foundation Type Diagrams. Each foundation type corresponds with one or more of the eleven Building Diagrams shown at the end of this Elevation Certificate. The arrows on the diagrams indicate which floor to use to determine H1.a and H1.b The arrows marked as H2 show the minimum elevation required to be eligible for the M&E mitigation discount.

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

Complete as indicated. This section is provided for certification of measurements when completing Sections A, B, and H. If Section H is completed by a local floodplain management official, then complete Item G2.b and Section G instead of Section I. The address entered in this section must be the actual mailing address of the individual who provided the information on the certificate.

Check the box as indicated if including attachments (e.g., required photos) and describe in the Comments area.

Foundation Type Diagrams (for use in Section H):

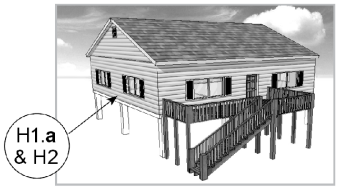
Slab on Grade (Non-Elevated)



Corresponds to EC Diagrams 1A, 1B and 3

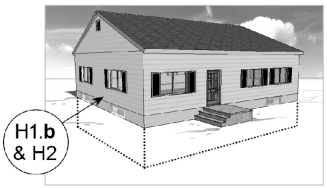
Note: If the building has more than one floor, the Machinery and Equipment should be on the second floor or higher.

Elevated without Enclosure on Posts, Piles, or Piers



Corresponds to EC Diagram 5

Basement (Non-Elevated)



Corresponds to EC Diagrams 2A, 2B and 4

Elevated with Enclosure on Posts, Piles, or Piers



Corresponds to EC Diagram 6

Crawlspace (Elevated, including Non-Elevated Sub-Grade Crawlspace)



Corresponds to EC Diagrams 8 and 9

Elevated with Enclosure Not on Posts, Piles, or Piers (Solid Foundation Walls)



Corresponds to EC Diagram 7

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 as indicated in Items A8.a–f, the square footage of attached garage and the area of flood openings as indicated in Items A9.a–f, and the elevations in Items C2.a–h.

In A, B, C, X and D zones, the floor elevation is taken at the top finished surface of the floor indicated; in V zones, areas seaward of the LiMWA, and in other areas regulated for coastal flooding hazards, the floor elevation is taken at the bottom of the lowest horizontal structural member (see figure at end of 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 one side.*

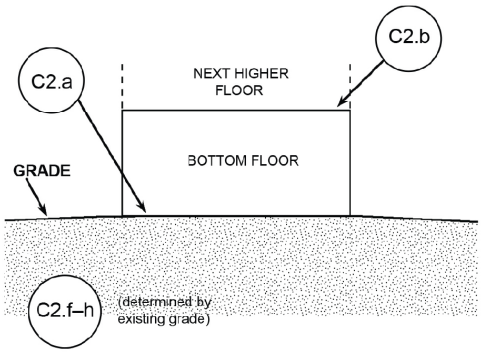


DIAGRAM 1B:

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 one side.*

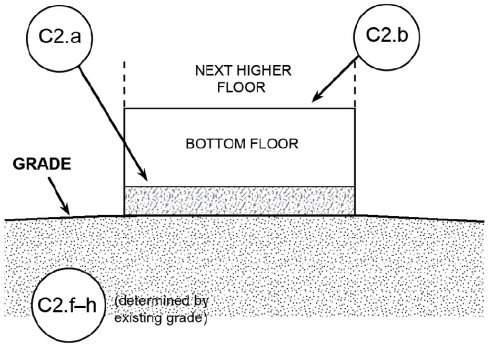


DIAGRAM 2A:

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.*

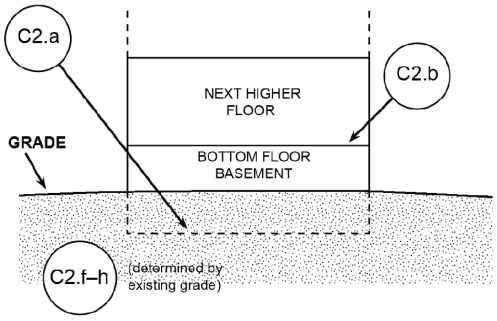
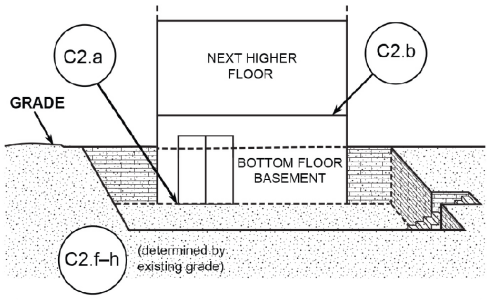


DIAGRAM 2B:

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 one side.*

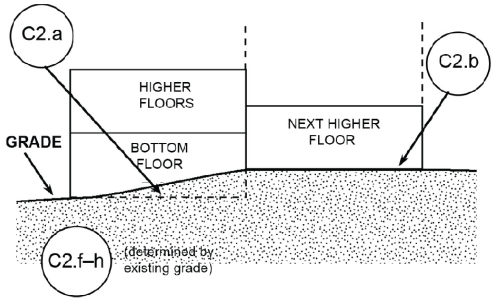


DIAGRAM 4:

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

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

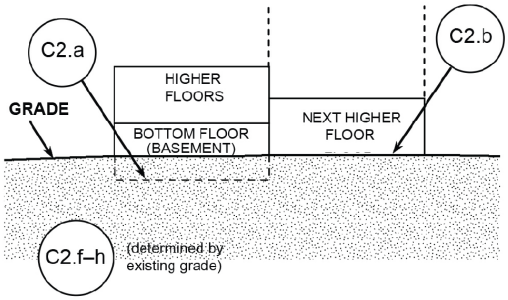


DIAGRAM 5:

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

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

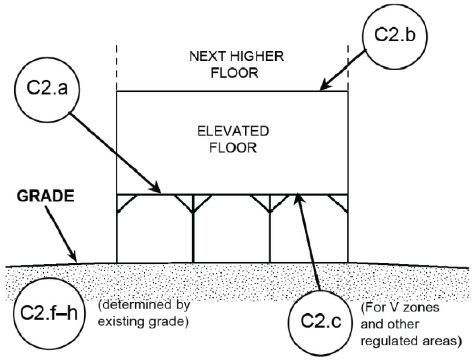
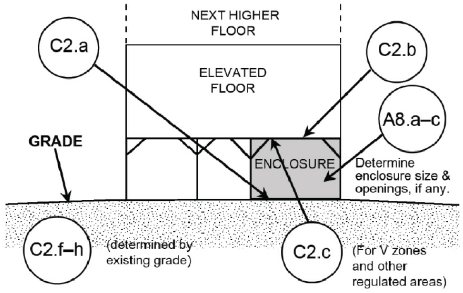


DIAGRAM 6:

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 two openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than one square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the ICC ES must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least two sides of the enclosed area. If a building has more than one enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 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 one side is at or above grade. The principal use of this building is located in the elevated floors of the building.

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

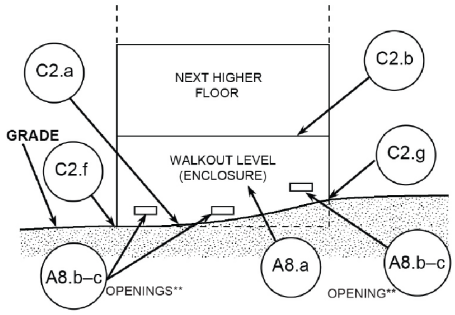


DIAGRAM 8:

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

Distinguishing Feature – For all zones, the area below the first floor is enclosed by solid or partial perimeter walls. In all A zones, the crawlspace is with or without openings** present in the walls of the crawlspace. Indicate information about crawlspace size and openings in Section A - Property Information. (If the distance from the crawlspace floor to the top of the next higher floor is more than 5 feet, use Diagram 7.)

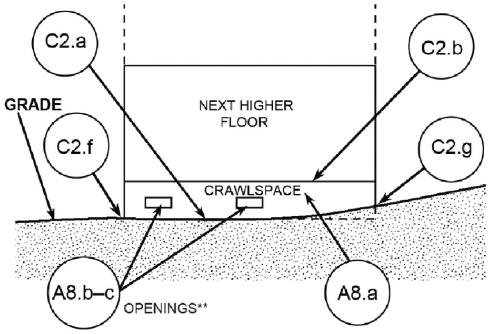
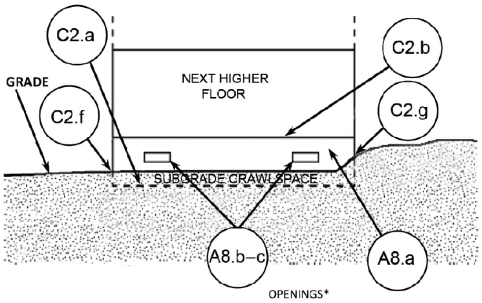


DIAGRAM 9:

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 five feet, or the crawlspace floor is more than two 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 two openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than one square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the ICC ES must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least two sides of the enclosed area. If a building has more than one enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 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.

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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. It includes the street number and street name (Address Line 1); unit or apartment number (Address Line 2); and city or county name, state, and zip code (Address Line 3). Use standard USPS abbreviations. 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[1]			
Residential Condominium Unit (in Residential Building)	Dwelling	$250,000	$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*

Building Occupancy	Policy Form	Building Coverage	Contents Coverage
All Other Building Descriptions	Dwelling	NA	$100,000
Multifamily Building			
Two-to-Four Family Building	Dwelling	$250,000	$100,000
Other Residential Building	General Property	$500,000	$100,000
Residential Condominium Building			
Residential Condominium Building[2]	RCBAP	Not to exceed the lesser of: • The building's replacement cost value; *or* • Total number of units × $250,000.	$100,000
Non-Residential			
Non-Residential Building	General Property	$500,000	$500,000
Non-Residential Manufactured/ Mobile Building	General Property	$500,000	$500,000
Non-Residential Unit	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 Section 3 (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 (Item A7 of the EC).
3. Enter the Lowest Adjacent Grade (LAG) (Item C2.f 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 or H of the EC
1. Enter the EC date.
2. Enter the Building Diagram Number (Item A7 of the EC).
3. Enter the FFH in feet. The FFH is the difference between the LAG and the LFE. 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.

- ***FFH Used (In Feet).*** FEMA's system will enter the FFH value used for rating purposes.
- ***Method Used to Determine FFH.*** FEMA's system will enter either FEMA Determined or Elevation Certificate depending on which source returned the more favorable premium.

Note: When EC information is provided, FEMA's system compares the premium using elevation information from the EC with the premium using FEMA-sourced FFH and elevation data. After this comparison, FEMA returns the lowest premium for the policyholder. Providing EC information will not increase a premium.

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 or a Two-to-Four Family Building, 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:**

  Use Masonry as the construction type when the first full floor above ground level is constructed with masonry materials such as brick (not brick veneer), or concrete block walls for the full floor.

  Note: If the bottom floor is masonry (such as a basement, walkout level, or crawlspace), and the next higher floor has frame construction, use Frame as the construction type.

- **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 within a foot of the elevation of the floor above the building's first floor.

Alternatively, the M&E may be elevated to the BFE. An EC or other documentation that demonstrates the M&E is at or above the BFE is required.

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
- Solar battery element (when used as the primary power source for a solar-powered building during periods when the sun is unavailable (e.g., overnight, overcast, etc.)).

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. An attached garage converted to a living space or an attic converted to living space should be included in the square footage calculation. Do not include the following areas in the square footage:

- Any garage area solely used for parking, storage or access;
- Finished or unfinished basement;
- Finished or unfinished 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, finished or unfinished. Do not include any garage area solely used for parking, storage or access.

For all building occupancies, 99999 is not a valid value. For Single-Family Homes with square footage greater than 15,000 square feet, the insurer must have documentation in the policy file that supports the building square footage.

H. Number of Floors in Building

Determine the building's number of floors based on the number of floors above the ground, including hanging floors, but excluding mid-level entries, enclosures or basements (finished or unfinished), crawlspaces (on grade or subgrade) and attics (if not used for living space). 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.

For the following building occupancies, document the underwriting file if the number of floors is greater than listed below:

- Single-Family Home and Two-to-Four Family Building, more than 5 floors.
- Residential Manufactured/Mobile Home and Non-Residential Manufactured/Mobile Building, more than 3 floors.
- Other Residential Building, Residential Condo Association, Residential Unit, Non-Residential Building and Non-Residential Unit, more than 100 floors.

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.

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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. 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 (FHBM). A brief description of the two types of maps are as follows:

- **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 (FHBM)** – The FHBM is 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 11×17 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.

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

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 FHBM 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.

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.
- **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.

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.

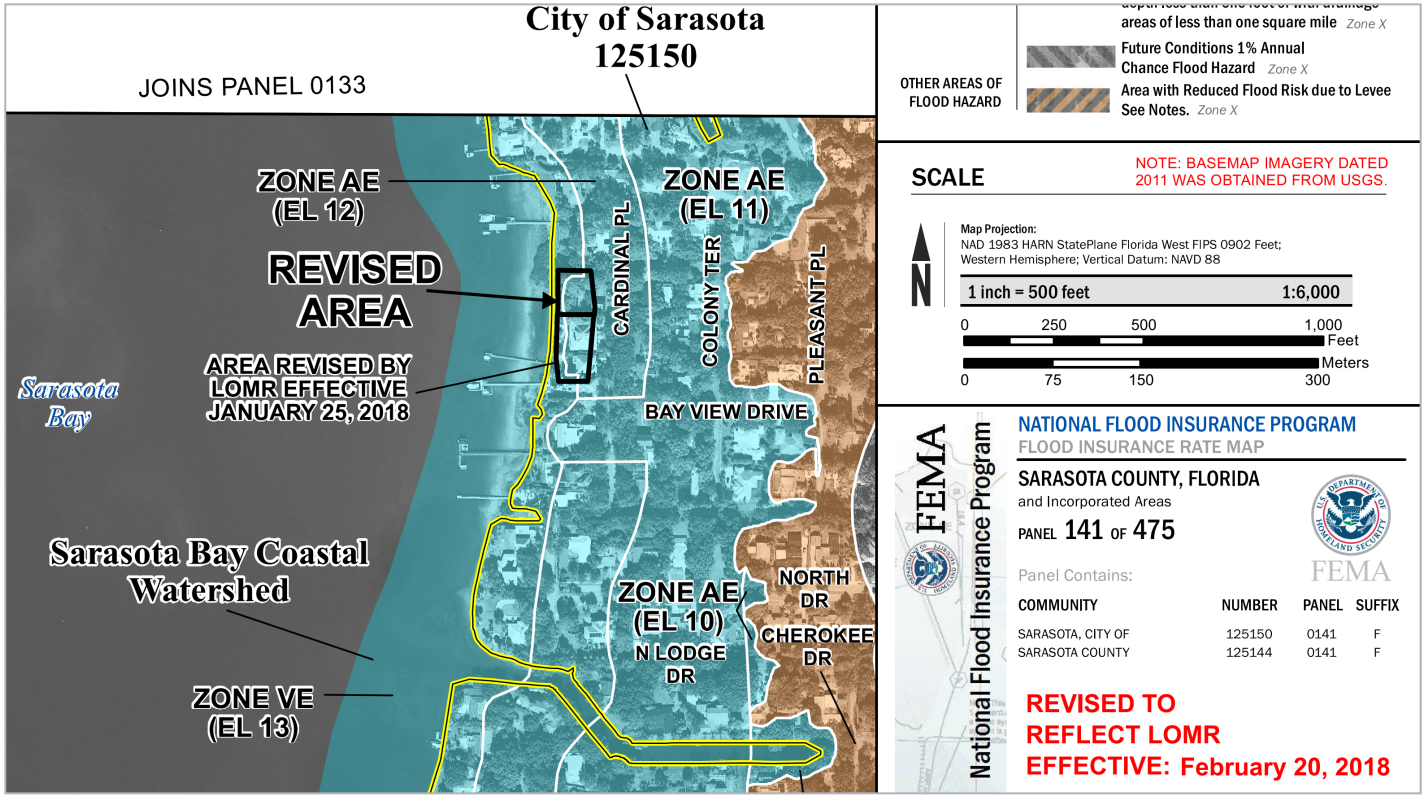
For information about submittal procedures and data requirements, please refer to the MT-2 Application Instructions and Forms, available at https://www.fema.gov/flood-maps/change-your-flood-zone/paper-application-forms/mt-2.

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.

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)[1] 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 24 states and territories along the Atlantic, Gulf of America[2], 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

1. 16 U.S.C. 3501 et seq.
2. Formerly Gulf of Mexico, https://www.whitehouse.gov/presidential-actions/2025/01/restoring-names-that-honor-american-greatness

listed in II.B. The information provided in the CBRS Mapper indicates whether a community 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 FEMA-NFIPCustomerServiceCenter@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

In most cases, 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"), the building must meet the following conditions to be eligible for federal flood insurance:

- Have a legally valid building construction permit issued before October 18, 1982; *and*

- The start of construction took place before October 18, 1982; *and*
- 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 Barrier Improvement Act of 1990 ("1990 Act")[3], the building must meet the following conditions 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.

For a building located in a System Unit added to the CBRS under the Bolstering Ecosystems Against Coastal Harm Act of 2024 ("BEACH Act")[4], the building must meet the following condition to be eligible for federal flood insurance:

- Building must be constructed (walled and roofed) prior to November 25, 2025. **Note:** Building is not subject to substantial damage or improvement limitations.

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;

3. Pub. L. No. 101-591, 104 Stat. 2931 (1990).
4. Pub. L. No. 118-117, 138 Stat. 1608 (2024). The BEACH Act also removed approximately 955 structures from the CBRS, correcting mapping errors made in the past due to outdated mapping technology. Individuals whose structures were removed from the CBRS may use the CBRS Validation Tool to demonstrate that the building is eligible for NFIP flood insurance (see Section II.D.1, below).

- 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.

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:

- 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 original 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. Additional information on how the identification occurs and how the insurers obtain the information is provided in VII. below.

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 property's loss history is inaccurate (i.e., address issue, missing identifier); *or,*
- Property mitigation has occurred to reduce future flooding potential; *or,*
- The market value used is inaccurate for those properties which have at least two separate claims payments (building payments only) have been made with the cumulative amount of such claims exceeding the market value of the building (not applicable for a property meeting the criteria of 4 or more separate claim payments of $5,000 or more).

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, D, or X, a signed statement from a community official that shows mitigation was approved by the community.

NFIP policyholders and property owners can mitigate their property to potentially reduce flood risk and remove the SRL designation. Mitigation actions include building elevation, non-residential floodproofing, building removal/relocation, building demolition, flood control or stormwater management project, or machinery and equipment elevation. Table 1 shows the requirements and supporting documentation for specific mitigation actions.

Table 1. Mitigation Actions, Requirements, and Documentation

Mitigation Action	Requirements	Documentation
Elevating a Building	• If the building is located in a Special Flood Hazard Area with a Base Flood Elevation (BFE), the building's Lowest Floor Elevation (LFE) must be elevated at least 2 feet above the BFE at the time of mitigation. • If the building is located in a Special Flood Hazard Area without a BFE (i.e., unnumbered A or V flood zone) or outside the Special Flood Hazard Area (i.e., B, C, X, or D flood zone), the building's LFE must be elevated at least 2 feet above the Highest Adjacent Grade (HAG). • If the building is located in an AO flood zone, the building's LFE must be elevated at least 3 feet above the HAG.	• NFIP Elevation Certificate • Proper flood openings information • Clear photos of the building's exterior
Floodproofing (Non-Residential)	• The non-residential building must be floodproofed to at least 2 feet above the BFE. • The non-residential building must be floodproofed to at least 3 feet above the HAG if there is no BFE.	• NFIP Floodproofing Certificate for Non-Residential Structures • Clear photos of the building's exterior
Flood Control/ Stormwater Management Project	• If the building is mitigated as a result of a flood control or storm water management project, information must be provided to demonstrate how the mitigation performs. • For the purposes of SRL designation or the NFIP Prior Claims Rating Factor, levees are not considered flood control or stormwater management. Levee information is included in the NFIP rating methodology.	• A description of the project and how the mitigation performs • A letter from the community official and supporting documentation

Table 1. Mitigation Actions, Requirements, and Documentation *continued*

Mitigation Action	Requirements	Documentation
Building Removed and Relocated	• The building was removed and relocated from the property to another location.	• Description of the project • Clear photos of the location from which the building was removed/relocated and photos of the building at the new location • If the building was removed and relocated by the community, a letter from the community official • Other documentation to confirm the building's new location
Building Demolition	• The building was demolished or removed.	• Demolition permit • If the building was acquired and demolished/removed by the community, a letter from the community official is required • Clear photos of the property where the building was demolished
Elevation of Machinery and Equipment	• A prior claim was due to damage to machinery and equipment only; and • The covered machinery and equipment has since been elevated to at least the building's FFH (the height of the first lowest floor above the adjacent grade, measured in feet).	• A description of the prior damage to machinery and equipment • A description of the mitigation (elevation) of the machinery and equipment • A letter from the community official certifying the elevation of machinery and equipment • Clear photos showing the elevation of the machinery and equipment

Required documents should be sent via email to: 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.

  Note: If the SRL designation is removed from the property after mitigation and the property incurs another paid claim of $1,000 or more, then the property will be designated as SRL again and will be returned to the SDF.

- 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.

VII. Pivot Identification and Notification Process for SRL Properties

This section provides an overview of the SRL identification process by the Pivot system and how the WYOs/NFIP Direct systems interact with the Pivot system to obtain this data as well as submit the required Additional Data Record.

A. Identification Steps of SRL

1. The Pivot System identifies a property as meeting the SRL criteria based on the last closed, paid claim. 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 original 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.

2. Once identified, the property address is issued a system-generated Repetitive Loss (RL) number and creates a record in the RL/SRL database within the CAP module within Pivot. These three date fields are populated when the record is created:

   a. **Identification Date:** First day of the month following the date the property was determined to meet SRL criteria. (Example: If property determined to be SRL on 2/3/22, the Identification Date would be set to 3/1/22.)

   b. **Notification Date:** For records created after migration to Pivot, this date is generally the same as the Identification Date. For earlier records, the Notification Date was usually the date of the month-end report it was included on.

   c. **Property SRL Date:** This date is 150 days from the Notification Date and is the date that the property will be treated as SRL for eligibility purposes.

B. Notification Steps of SRL

1. New Business

a. The RL/SRL database will be checked for a repetitive loss record with a matching property address when the WYO or NFIP Direct submits a new business quote into Pivot.

b. If a match is found, the transaction is rejected and an error message of "Severe Repetitive Loss (SRL) quotes can only be administered by the Special Direct Facility and the NFIP Direct Program." is provided to the insurer. The WYO or NFIP Direct must forward the application and premium to the SDF to be processed. The agent also has the option to submit the application by accessing the NFIP Direct online portal.

   i. If you think the property's SRL status is in error, please see section V. above for guidance.

c. If no match is found, the new business quote premium is calculated and provided to the WYO or NFIP Direct.

2. Policies in Force

a. The WYO or NFIP Direct must perform an Application Programming Interface (API) call into Pivot on a scheduled basis. The API call can be made daily, weekly or monthly. (FEMA recommends at least a weekly API call.) These are the API calls available:

API Call	Description
get/api/reploss/properties	Gets paged list of repetitive loss properties based on provided date window and SRL status. (Is also pageable if pageNumber and pageSize are included in request)
get/api/reploss	Gets repetitive loss information based on the filter submitted, which could include but is not limited to address details.
get/api/reploss/page	Gets repetitive loss property based on page number.

b. The WYO or NFIP Direct may request a complete list for each API call or may request only newly added SRL properties since the last API call.

c. The results provided in the API file are uploaded into the WYO or NFIP Direct systems.

d. All properties identified as SRL with a Property SRL Date (150 days from Notification Date) prior to the expiration date of the policy, must be flagged for non-renewal.

   i. If a WYO submits a renewal quote request on an SRL-designated policy, the quote request will be rejected and an error message of "Severe Repetitive Loss (SRL) quotes can only be administered by the Special Direct Facility and the NFIP Direct Program." is provided to the insurer.

e. If the Property SRL Date is after the expiration date of the policy, then the WYO or NFIP Direct will flag the next renewal term to non-renew.

Example:

Notification Date	Property SRL Date	Policy Expiration Date	Flag for non-renewal?
2/1/2022	7/1/2022	7/15/2022	Yes
2/1/2022	7/1/2022	6/15/2022	No (Flag 2023 expiration)

f. The WYO or NFIP Direct must send a notification letter to the Policyholder, Agent and Lender (if present), 90 days prior to the expiration of the policy, advising of the SRL designation and transfer to the SDF. (See Appendix I in the *NFIP Flood Insurance Manual* for current sample letters.)

C. Additional Data Record Submission Steps

1. For all SRL-designated policies, the WYO or NFIP Direct must send the required Additional Data record via API call into Pivot 90 days prior to the expiration date of the current policy.

a. This record contains data that is not already captured in Pivot.

b. The files will contain the agent and lender information, as well as, renewal billing instructions, replacement cost and any change in the policyholder's contact information.

   i. If the Additional Data record is not received then the SDF will assign the NFIP Direct In-House Agent account to the policy, the premium payor will default to the policyholder, an assumption or third-party tool will be used for replacement cost and the contact information on file will be used.

c. The API call available for this step is:

API Call	Description
post/api/reploss/additional-data	Sends Additional Data record into Pivot to be captured on Repetitive Loss record

2. The SDF will pull the additional data file information from Pivot using an API call and will upload the information into their billing system.

3. To ensure additional data has been successfully posted to Pivot, the WYO or NFIP Direct can check the Additional Data Pending report or the Additional Data Overdue report by performing one of these API calls:

API Call	Description
get/api/reploss/additional-data-pending	Get list of SRL records waiting for Additional Data record
get/api/reploss/additional-data-overdue	Get list of SRL records where Additional Data records were not received 90 days prior to expiration

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Appendix G: Leased Federal Properties

I. General Information

FEMA must charge full-risk premiums[1] 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
Notification	The insurer must notify the applicant (as well as the applicant's agent and lender) of the LFP determination. The notice must explain: • Why the property is an LFP; • That the LFP will not receive any statutory discounts; *and* • That the applicant may challenge the property's designation as an LFP. The insurer may base this notice on the example letters provided under the Leased Federal Properties heading in Appendix I: Policyholder Communications.	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: • Why the property is an LFP; • That the LFP will not receive any statutory discounts; *and* • That the policyholder may challenge the property's designation as an LFP. The insurer may base this notice on the example letters provided under the Leased Federal Properties heading in Appendix I: Policyholder Communications.
If Property Added to the LFP List Near Renewal	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.

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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 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);

- 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

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.

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. However, FEMA authorizes policyholders to assign their ICC claim to the local community to meet non-federal cost share requirements for a FEMA-sponsored mitigation grant or other Department of Housing and Urban Development (HUD) grant involving floodproofing, elevation, relocation, or demolition.

For more information regarding ICC, see Section 3: Increased Cost of Compliance in the NFIP Claims Manual.

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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
Declarations Page and Summary of Coverage	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. 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.	• Section 2: Before You Start • Section 3: How to Write	I-3
Building Replacement Cost Value (BRCV) Update Notice	The insurer must send a notice to obtain an updated BRCV or supporting documentation, prior to sending the Renewal Notice, at least every 3 years for the following building occupancies: • Other Residential Building • Residential Condominium Building • Non-Residential Building • Non-Residential Unit	Section 3: How to Write	I-24
Severe Repetitive Loss (SRL) Property Notice	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.	Appendix F: Severe Repetitive Loss Properties	I-27
Flood Insurance Reform Act of 2004 (FIRA) Notice	FEMA sends a 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 SRL property or through the Prior NFIP Claims rating factor.	Section 3: How to Write	I-34

Table 1: Underwriting-Related Policyholder Communications *continued*

Title	Description	Section Reference	Page
Leased Federal Property Notice (LFP)	The insurer sends a LFP Notice to the policyholder, agent, and lender notifying them if the property is 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.	Appendix G: Leased Federal Properties	I-40
Provisional Rating Notice	The insurer sends the policyholder, agent, and lender this notice that they wrote the policy using provisional rates due FEMA's system being unavailable and will need to endorse the policy to a rating engine rate.	Section 3: How to Write	I-44
Renewal Notice, Renewal Notice (This Is A Copy of Your Bill), and Expiration Notice	• 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 (This Is A Copy of Your Bill) 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 an Expiration Notice, on the policy expiration date, to all parties listed on the prior policy declarations page.	Section 5: How to Renew	I-45
Cancellation Verification Letter	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.	Section 6: How to Cancel	I-74

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 the sample cover letter below, 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. Sample Summary of Coverage Cover Letter

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.

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. Declarations Page Templates

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

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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]

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

$[00,000.00]
Total Annual Payment
Includes Premium, Discounts, Fees, and Surcharges

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)
Full-Risk Premium	***$00,000***
Statutory Discounts	
• Annual Increase Cap Discount	($000)
• Pre-FIRM Discount	($000)
• Newly Mapped Discount	($000)
• Other Statutory Discounts	($000)
Discounted Premium	***$00,000***
Fees and Surcharges	
• Reserve Fund Assessment	$000
• Homeowner Flood Insurance Affordability Act of 2014 (HFIAA) Surcharge	$000
• Federal Policy Fee	$000
• Probation Surcharge	$000
Total Annual Payment (Premium, Discounts, Fees and Surcharges)	***$00,000***

Page **1** of **2**

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

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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

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

To prevent delays in claim handling, it is important to make sure that your policy information is up to date and accurate. Contact your insurance agent or company to make changes to your policy or visit floodsmart.gov/flood to learn more about flood insurance.

Page **2** of **2**

3. Declarations Page Template (Endorsement), Page 1

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

Policy Number: [Value]
Policy Term: [Eff. Date] (12:01 a.m.) – [Exp. Date] (12:01 a.m.)
Endorsement Effective Date: [End. Eff. Date] (12:01 a.m.)
Reason for Change: [Value]
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]

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

$[00,000.00]
Revised Total Annual Payment
Includes Premium, Discounts, Fees, and Surcharges

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)
Full-Risk Premium	***$00,000***
Statutory Discounts	
• Annual Increase Cap Discount	($000)
• Pre-FIRM Discount	($000)
• Newly Mapped Discount	($000)
• Other Statutory Discounts	($000)
Discounted Premium	***$00,000***
Fees and Surcharges	
• Reserve Fund Assessment	$000
• Homeowner Flood Insurance Affordability Act of 2014 (HFIAA) Surcharge	$000
• Federal Policy Fee	$000
• Probation Surcharge	$000
Revised Total Annual Payment (Premium, Discounts, Fees and Surcharges)	***$00,000***

Page **1** of **2**

4. Declarations Page Template (Endorsement), Page 2

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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] unit(s)
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

1st Mortgagee
[Value]
[Address Line]

Loan No.: [000-000000-0]

2nd Mortgagee / Other
[Value]
[Address Line]

Loan No.: [000-000000-0]

To prevent delays in claim handling, it is important to make sure that your policy information is up to date and accurate. Contact your insurance agent or company to make changes to your policy or visit floodsmart.gov/flood to learn more about flood insurance.

Page **2** of **2**

D. Declarations Page Sample Documents

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

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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@jpgragency.com

Insurer NAIC Number: 0987654321

Policy Coverages & Endorsements

COVERAGE	LIMIT	DEDUCTIBLE
Building	$250,000	$1,000
Contents	$100,000	$1,000

$2,049.00
Total Annual Payment
Includes Premium, Discounts, Fees, and Surcharges

Payor: Policyholder(s)

Premium Details

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

Page **1** of **2**

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

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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

To prevent delays in claim handling, it is important to make sure that your policy information is up to date and accurate. Contact your insurance agent or company to make changes to your policy or visit floodsmart.gov/flood to learn more about flood insurance.

Page **2** of **2**

3. Declarations Page Sample (Endorsement), Page 1

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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@jpgragency.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.
The coinsurance penalty may apply. See your Policy Form for details.

$6,450.00
Revised Total Annual Payment
Includes Premium, Discounts, Fees, and Surcharges

Payor: Lender (1st 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)
Full-Risk Premium	***$5,675***
Statutory Discounts	
• Annual Increase Cap Discount	($700)
Discounted Premium	***$4,975***
Fees and Surcharges	
• Reserve Fund Assessment	$896
• Homeowner Flood Insurance Affordability Act of 2014 (HFIAA) Surcharge	$250
• Federal Policy Fee	$329
Revised Total Annual Payment (Premium, Discounts, Fees and Surcharges)	**$6,450**

Page **1** of **2**

4. Declarations Page Sample (Endorsement), Page 2

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

Policy Number: 1234567890

Location and Property Information

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

To prevent delays in claim handling, it is important to make sure that your policy information is up to date and accurate. Contact your insurance agent or company to make changes to your policy or visit floodsmart.gov/flood to learn more about flood insurance.

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E. Requirements

Table 2: Declarations Page Requirements

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in green, unless otherwise indicated)	Requirements (for WYO + NFIP Direct)	Possible Values or Required Format	Description & Required Information
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	Policy Effective Date: MM/DD/YYYY or Month DD, YYYY Policy Effective Time: "12:01am," "at the time of loan closing" Policy Expiration Date: MM/DD/YYYY or Month DD, YYYY Policy Expiration Time: "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	Endorsement Effective Date: MM/DD/YYYY or Month DD, YYYY Endorsement Effective Time: "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]).

Table 2: Declarations Page Requirements *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in green, unless otherwise indicated)	Requirements (for WYO + NFIP Direct)	Possible Values or Required Format	Description & Required Information
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 primary NAIC number. Only applies to WYOs.
11	Coverages & Endorsements	Building Coverage [Limit]	Building Coverage	Always shown	For policies with no Building Coverage: "n/a" – Building Coverage values by Building Occupancy – Single-Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building Regular Program: "[$1–$250,000]," Emergency Program (AK, GU, HI, US VI): "[$1–$50,000]," Emergency Program (all other states): "[$1–$35,000]" Residential Condominium Building 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 green, unless otherwise indicated)	Requirements (for WYO + NFIP Direct)	Possible Values or Required Format	Description & Required Information
11 cont.					Other Residential Building, Non-Residential Building, or Non-Residential Manufactured/Mobile Building Regular Program: "[$1-$500,000]," Emergency Program (AK, GU, HI, US VI): "[$1–$150,000]," Emergency Program (all other states): "[$1–$100,000]" Non-Residential Unit "n/a"	
12	Coverages & Endorsements	Building Deductible	Building Deductible	Always shown	For policies with no Building Coverage: "n/a" – Building Deductible values by Building Occupancy – Single Family Home, Residential Manufactured/Mobile Home, Residential Unit, and Two-to-Four Family Building: "$1,000," "$1,250," "$1,500," "$2,000," "$5,000," "$10,000" Other Residential Building, Non-Residential Building, Non-Residential Manufactured/Mobile Building, and Non-Residential Unit: "$1,000," "$1,250," "$1,500," "$2,000," "$5,000," "$10,000," "$25,000," "$50,000" Residential Condominium Building: "$1,000," "$1,250," "$1,500," "$2,000," "$5,000," "$10,000," "$25,000"	Indicate the *Building Deductible* 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), *Building Deductible* amounts can be mixed with any *Contents Deductible* option for those occupancies. For all other policies, these *Building Deductible* amounts can only be selected in fixed combinations with certain *Contents Deductible* options, as specified in the FIM. Refer to "Coverage and Deductibles" section of the FIM for details.
13	Coverages & Endorsements	Contents Coverage [Limit]	Contents Coverage	Always shown	For policies with no Contents Coverage: "n/a" – Contents Coverage values by Building Occupancy – Single-Family Home, Residential Manufactured/Mobile Home, Residential Unit, Two-to-Four Family Building, or Other Residential Building	Indicate the *Contents Coverage* 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.

Table 2: Declarations Page Requirements *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in green, unless otherwise indicated)	Requirements (for WYO + NFIP Direct)	Possible Values or Required Format	Description & Required Information
13 cont.					Regular Program: "[$1–$100,000]," Emergency Program: "[$1–$10,000]" Residential Condominium Building Regular Program: "[$1–$100,000]," Emergency Program: "n/a" Non-Residential Building, Non-Residential Manufactured/Mobile Building, or Non-Residential Unit 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 – Single Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building: "$1,000," "$2,000," "$5,000," "$10,000" Other Residential Building, Non-Residential Building, Non-Residential Manufactured/Mobile Building, or Non-Residential Unit: "$1,000," "$1,250," "$1,500," "$2,000," "$5,000," "$10,000," "$25,000," "$50,000" Residential Condominium Building: "$1,000," "$1,250," "$1,500," "$2,000," "$5,000," "$10,000," "$25,000"	Indicate the *Contents Deductible* 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), *Contents Deductible* amounts can be mixed with any *Building Deductible* option for those occupancies. For all other policies, these *Contents Deductible* amounts can only be selected in fixed combinations with certain *Building Deductible* options, as specified in the FIM. Refer to "Coverage and Deductibles" section of the FIM for details.
15	Messaging	Coverage Limitations	[Coverage Limitations]	Always shown	"Coverage limitations may apply. See your Policy Form for details."	Used to inform policyholder to refer to Policy Form regarding coverage limitations.
16	Messaging	Coinsurance Penalty	RCBAP policies	Conditional – only if applicable	"Coinsurance penalty may apply. See your Policy Form for details."	Include the specified messaging.
17	Premium Details	Building Premium	Building Premium	Always shown	$	Indicate the amount of premium paid towards building coverage.

Table 2: Declarations Page Requirements *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in green, unless otherwise indicated)	Requirements (for WYO + NFIP Direct)	Possible Values or Required Format	Description & Required Information
18	Premium Details	Contents Premium	Contents Premium	Always shown	$	Indicate the amount of premium paid towards *Contents Coverage*.
19	Premium Details	Increased Cost of Compliance (ICC) Premium	Increased Cost of Compliance (ICC) Premium	Always shown	$	Indicate the *ICC Premium* amount. If zero, indicate zero.
20	Premium Details – Discounts	Mitigation Discounts	Mitigation Discounts	Conditional – only if applicable	($)	Indicate the aggregate amount of applicable *Mitigation Discounts*, which may include discounts for flood vents and/or discounts for properly elevated machinery and equipment (M&E).
21	Premium Details – Discounts	Community Rating System Discount	Community Rating System Discount	Always shown	($)	Indicate the CRS premium discount amount. If zero, indicate zero. If no discount is provided due to being on the CRS Discount Exclusion list, display: "Building is not eligible due to non-compliance." If the discount is either reduced or not given due to being "Bound," display: "Full discount is not applied due to the Maximum rate."
22	Premium Details	Full-Risk Premium	Full-Risk Premium	Always shown	$	Indicate the *Full-Risk Premium* amount for the policy excluding fees, surcharges, assessments, and applicable discounts.
23	Premium Details – Discounts	Statutory Discounts	Statutory Discounts	Conditional – only if applicable	[section header, no content]	Indicate that certain premium elements are *Statutory Discounts*. Premium discount elements to group together include *Annual Increase*, *Pre-FIRM Discount*, *Newly Mapped Discount*, and *Other Statutory Discounts*.
24	Premium Details – Discounts	Annual Increase Cap Discount	Annual Increase Cap Discount	Conditional – only if applicable	($)	Indicate the *Annual Increase Cap Discount* amount, if applicable.
25	Premium Details – Discounts	Pre-FIRM Discount	Pre-Flood Insurance Rate Map Discount or Pre-FIRM Discount	Conditional – only if applicable	($)	Indicate the *Pre-FIRM Discount* amount, if the building receives a Pre-FIRM discount. If not receiving the Pre-FIRM discount (whether eligible or not) then field not required.
26	Premium Details – Discounts	Newly Mapped Discount	Newly Mapped Discount	Conditional – only if applicable	($)	Indicate the *Newly Mapped Discount* amount, if applicable.

Table 2: Declarations Page Requirements *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in green, unless otherwise indicated)	Requirements (for WYO + NFIP Direct)	Possible Values or Required Format	Description & Required Information
27	Premium Details – Discounts	Other Statutory Discounts	Other Statutory Discounts	Conditional – only if applicable	($)	Indicate the *Other Statutory Discount* amounts corresponding to the Emergency Program Discount, AR Discount, and/or A99 Discount if applicable.
28	Premium Details	Discounted Premium	Discounted Premium	Always shown	$	Indicate the combined premium discount amount for the rating items if applicable. Items include *Building Premium*, *Contents Premium*, *ICC Premium*, *Mitigation Discounts* (including flood vents and properly elevated M&E), *Community Rating System Discount*, *Annual Increase Cap*, *Pre-FIRM Discount*, *Newly Mapped Discount*, and *Other Statutory Discounts*.
29	Premium Details – Fees/Charges	Reserve Fund Assessment	Reserve Fund Assessment	Always shown	$	Indicate the *Reserve Fund Assessment* 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.
30	Premium Details – Fees/Charges	Homeowner Flood Insurance Affordability Act of 2014 (HFIAA) Surcharge	Homeowner Flood Insurance Affordability Act of 2014 (HFIAA) Surcharge	Always shown	– HFIAA Surcharge values by Primary Residence and Building Occupancy – Residential building that is Policyholder Primary Residence (Single-Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building): "$25" 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" All Other NFIP policies (Other Residential Building, Residential Condominium Building, Non-Residential Building, Non-Residential Manufactured/Mobile Building, or Non-Residential Unit): "$250"	Indicate the *Homeowner Flood Insurance Affordability Act of 2014 (HFIAA) Surcharge* amount. For primary residences, indicate a *HFIAA Surcharge* 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 *HFIAA Surcharge* amount of $250.

Table 2: Declarations Page Requirements *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in green, unless otherwise indicated)	Requirements (for WYO + NFIP Direct)	Possible Values or Required Format	Description & Required Information
31	Premium Details – Fees/Charges	Federal Policy Fee	Federal Policy Fee	Always shown	– Federal Policy Fee values by Building Occupancy – Single-Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building "$47" Other Residential Building, Non-Residential Building, Non-Residential Manufactured/Mobile Building, or Non-Residential Unit "$47" Residential Condominium Building Units 1–20: $47 per unit Units 21–40: $20 per unit Units 41–100: $10 per unit Units 101+: $2 per unit	Indicate the Federal Policy Fee (FPF) amount for all policies. For building occupancies under the Dwelling Form and General Property Form, the FPF amount is $47. 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.
32	Premium Details – Fees/Charges	Probation Surcharge	Probation Surcharge	Conditional – only if applicable	$50	Indicate the *Probation Surcharge* amount of $50 if applicable.
33	Premium Details	Annual Premium	Total Annual Payment	Always shown	$	Indicate the total amount of annual premium paid (submitted premium).
34	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).
35	Policy	Payor	Payor	Always shown	"Policyholder," "Lender (1st Mortgagee)," "Lender (2nd Mortgagee)," "Loss Payee," "Other (see *Lender Information – 2nd Mortgagee/Other* for details)"	Indicate who receives the renewal notice and pays the total annual payment amount (submitted premium).
36	Location and Property Info	Primary Residence	Primary Residence	Always shown	"Yes," "No"	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 green, unless otherwise indicated)	Requirements (for WYO + NFIP Direct)	Possible Values or Required Format	Description & Required Information
37	Location and Property Info	Building Occupancy	Building Occupancy	Always shown	Residential: "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" Non-Residential: "Non-Residential Building," "Non-Residential Manufactured/Mobile Building," "Non-Residential Unit"	Indicate the *Building Occupancy* of the covered property.
38	Location and Property Info	Building Description	Building Description	Always shown	Residential: "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)" Non-Residential: "Agricultural Building," "Commercial," "Detached Garage," "Government-Owned," "House of Worship," "Recreation Building," "Storage/Tool Shed," "Other Non-Residential Type (please specify)"	Indicate the *Building Description*. If the selected *Building Description* value is "Other Dwelling Type" or "Other Non-Residential Type," then provide additional descriptive details using *Building Description Detail* field.

Table 2: Declarations Page Requirements *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in green, unless otherwise indicated)	Requirements (for WYO + NFIP Direct)	Possible Values or Required Format	Description & Required Information
39	Location and Property Info	Building Description Detail	Building Description Detail	Conditional – only if applicable	[details]	If the selected *Building Description* value is "Other Dwelling Type" or "Other Non-Residential Type," then provide additional descriptive details.
40	Location and Property Info	First Floor Height [Used (in feet)]	First Floor Height [Used (in feet)]	Always shown	Truncate values in "feet" to the nearest tenths. Example: 2.0134 = 2.0	Indicate the *First Floor Height Used*, in feet, to calculate elevation for rating purposes. This information may be presented in-line with *Method Used to Determine First Floor Height*.
41	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 *First Floor Height Used (in feet).* The method used to determine First Floor Height returns the most favorable premium for the policyholder.
42	Location and Property Info	Property Description	Property Description	Always shown	Foundation Type: "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)" Number of Floors: "[whole integer] floor(s)" Construction Type: "Frame," "Masonry," "Other"	Indicate the *Property Description* composed of the following fields, as applicable: *Foundation Type*, *Number of Floors*, and *Construction Type*.
43	Location and Property Info	Number of Units	Number of Units	Conditional – only if applicable	"[whole integer] units"	Indicate the *Number of Units* covered by the policy. Only applies to RCBAP policies.

Table 2: Declarations Page Requirements *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in green, unless otherwise indicated)	Requirements (for WYO + NFIP Direct)	Possible Values or Required Format	Description & Required Information
44	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 *Date of Construction* or, if applicable, the *Date of Substantial Improvement.* If the property has not been substantially improved, show *Date of Construction.* If the property has been substantially improved, show *Date of Substantial Improvement*.
45	Location and Property Info	Prior NFIP Claims	Prior NFIP Claims	Always shown	"[whole integers] claim(s)"	Indicate the number of *Prior NFIP Claims* used for rating the policy, based on that individual building's history of NFIP flood claims within a 10-year window as determined by the policy's effective date. If zero, indicate zero. Displayed for any value listed: "Prior Claims counted are from April 1, 2023 and after." Claims with dates of loss within 10 days of each other will continue to count as one claim. The following claim payments are excluded from *Prior NFIP Claims*: Claims with a date of loss prior to April 1, 2023, ICC claims, Closed Without Payment (CWOPs), and Loss Avoidance claims.
46	Location and Property Info	Replacement Cost Value	Replacement Cost Value	Conditional – only if applicable	[$000,000]	Indicate the documented *Replacement Cost Value*. 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)."
47	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.

Table 2: Declarations Page Requirements *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in green, unless otherwise indicated)	Requirements (for WYO + NFIP Direct)	Possible Values or Required Format	Description & Required Information
48	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.
49	Messaging	Clear Communication of Risk	[Clear Communication of Risk]	Always shown	"To prevent delays in claim handling, it is important to make sure that your policy information is up to date and accurate. Contact your insurance agent or company to make changes to your policy or visit floodsmart.gov/flood to learn more about flood insurance."	Include the specified messaging.
50	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.
51	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.

III. Building Replacement Cost Value Update Notices

A. BRCV Overview

For certain building occupancies, the insurer must obtain an updated value (including the cost of the foundation), prior to sending the Renewal Notice, at least every 3 years, as described below:

1. **Other Residential Building, Non-Residential Building, and Non-Residential Unit**

   The insurer must obtain an updated BRCV and must maintain information on the method used to determine the BRCV in the policy file.

   Supporting BRCV 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.

2. **Residential Condominium Building**

   The insurer must send a BRCV notice to the agent to obtain the updated BRCV and the supporting documentation must be maintained in the policy file.

B. Sample BRCV Notifications

1. Other Residential Building, Non-Residential Building, and Non-Residential Unit 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 (BRCV) on file for the building or unit referenced above must now be updated. The National Flood Insurance Program (NFIP) requires that the BRCV be evaluated every 3 years; it has been at least 3 years since the BRCV has been updated.

The BRCV 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 the current BRCV, including the cost of the foundation, prior to the upcoming renewal.

For an Other Residential Building, Non-Residential Building, and Non-Residential Unit the insurer must obtain the BRCV for the building (including the cost of the foundation) to meet this requirement. The BRCV may be obtained by using common industry practices.

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

cc: Policyholder, Lender

2. Residential Condominium Building Association Policy (RCBAP) 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 (BRCV) on file for the building referenced above must now be updated. The National Flood Insurance Program (NFIP) requires that the BRCV be evaluated every 3 years; it has been at least 3 years since the BRCV has been updated.

The BRCV 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 the current BRCV, including the cost of the foundation, prior to the upcoming renewal.

For a Residential Condominium Building Association Policy (RCBAP), you must provide documentation of the current BRCV or a statement signed by an officer or a representative of the Condominium Association confirming that the BRCV is still valid. The insurer must obtain the BRCV of the building (including the cost of the foundation) based on appraisals commonly used in the industry. The insurer must maintain supporting documentation of the BRCV. Supporting documentation must include a recent appraisal stating the value of the building and its foundation on a Replacement Cost Value basis to meet this requirement.

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 Notices

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 SRL Notifications

1. Policyholder SRL Notification, Page 1

National Flood Insurance Program
Address
FEMA logo

Policyholder Notice

IMPORTANT FLOOD INSURANCE POLICY INFORMATION

Property Address:

Policy Number:

Dear *<Insert Policyholder's Name>*,

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.

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 original 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 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 property's SRL status is in error, your agent can help you work with the NFIP to correct your property's status.

How Will the Servicing of My Flood Insurance Policy Change?
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.

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.

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 https://www.fema.gov/grants/mitigation/hazard-mitigation-assistance-guidance.

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.

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

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 original 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

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.

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 https://www.fema.gov/grants/mitigation/hazard-mitigation-assistance-guidance.

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.

Sincerely,

National Flood Insurance Program

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 original 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.

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 https://www.fema.gov/grants/mitigation/hazard-mitigation-assistance-guidance.

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.

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 FIRA Documents

1. FIRA Introduction Letter

FEMA

NATIONAL FLOOD INSURANCE PROGRAM

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** that provides information on how to prepare for and recover from a flood event;
- Your **property's NFIP Claims History**; and
- The **Acknowledgement Form** which allows you to acknowledge that you have received and reviewed information provided to you.

Additionally, you should have already received the following documents from your NFIP insurance provider:

- The NFIP **Standard Flood Insurance Policy** explaining your policy coverage, limitations, and exclusions;
- A **Declarations Page** that provides information about the property covered, coverage amounts, and premium information; 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 provider or agent.

FEMA recommends that you do the following:

- ✓ Check your **Declarations Page** to confirm the information is accurate. Contact your insurance provider or agent if information needs to be updated.
- ✓ Review the **NFIP Summary of Coverage** to learn more about the items covered by the policy.
- ✓ Look through your **property's NFIP Claims History** and learn how claims may impact your premium and how mitigation may reduce disaster suffering.
- ✓ Read, sign, date, and return the **Acknowledgement Form** with the included pre-paid envelope to confirm that you have received and reviewed these materials.

For information regarding your flood insurance policy, please contact your insurance provider or agent. For more information about the NFIP, please visit floodsmart.gov or contact FEMA at 877-336-2627.

Page **1** of **1**

2. NFIP FIRA Property Claims History, Page 1

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 regardless of ownership or mitigation actions. 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 Prior NFIP Claims listed on your Declarations Page. Some claims listed below may not be reported there. Refer to the "How do NFIP claims impact premiums?" section on page 2 for more information.

#	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
			Amount of Total Claims Paid:	$246,902.86

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 building (for example, on posts, piles, or piers), elevating your machinery and equipment, or installing flood openings. Contact your insurance agent or provider and community official to discuss mitigation options.

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 for more information.

Page **1** of **2**

3. NFIP FIRA Property Claims History, Page 2

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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

What is this information used for?

FEMA uses this claims history along with mitigation information on file to determine whether a property should be designated as Severe Repetitive Loss (SRL) or whether a Prior NFIP Claims Rating Factor should apply to the policy premium.

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 may incur a higher annual premium increase of 25 percent until reaching its full-risk premium.

SRL properties are defined as any NFIP-insured 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 date if it was built after 1978, regardless of any changes in the ownership of the building.

How do NFIP claims impact premiums?

Filing a flood claim may increase your premium. 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 NFIP claims history to determine whether the SRL Rating Factor or the Prior NFIP Claims Rating Factor should apply to the policy premium. The Prior NFIP Claims Rating Factor is considered for claims with a date of loss on or after April 1, 2023. After a second claim both of which have a date of loss on or after April 1, 2023, FEMA will apply a Prior Claims Rating Factor to the full-risk premium at the next policy renewal. Contact your NFIP insurance agent or provider 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:

- Claims with a date of loss prior to April 1, 2023;
- Increased Cost of Compliance (ICC) claim payments;
- Claims Closed Without Payment (CWOPs); *and*
- Loss Avoidance claims.

Prior NFIP Claims Rating Factor and SRL Rating Factor

FEMA will not apply both the Prior NFIP Claims Rating Factor and the SRL Rating Factor on the same policy. FEMA will compare the impact of the Prior NFIP Claims Rating Factor and the SRL Rating Factor and apply whichever results in a higher premium.

Use of the Prior NFIP Claims Rating Factor does not impact the building's SRL designation or policy servicing with the Special Direct Facility.

Note: The Prior NFIP Claims Rating Factor and the SRL Rating Factor do not apply to provisionally rated policies.

Where can I find more information?

For information regarding your flood insurance policy, please contact your insurance provider or agent. For more information about the NFIP, please visit floodsmart.gov or contact FEMA at 877-336-2627.

Thank you for being an NFIP policyholder.

Page **2** of **2**

4. FIRA Acknowledgment Form, Page 1

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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]. The purpose of this form is for you to acknowledge that you have received and reviewed the information provided. Following the purchase or renewal of your policy, you should have received the following documents:

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 provider or 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 offer this Acknowledgement Form for your signature. This form simply acknowledges that you have received and reviewed the information.

Page **1** of **2**

5. FIRA Acknowledgment Form, Page 2

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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

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]. The purpose of this form is for you to acknowledge that you have received and reviewed the information provided. Following the purchase or renewal of your policy, you should have received the following documents:

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 offer this Acknowledgement Form for your signature. This form simply acknowledges that you have received and reviewed the information.

To correct any personal information on this form, please contact your insurance provider or 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 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 A Copy of Your Bill), and Expiration 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 (This Is A Copy of Your Bill) 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 an Expiration Notice, on the policy expiration date, to all parties listed on the prior policy declarations page.

Refer to Table 3 of this section for specific requirements for the Renewal/Expiration Notice. The Renewal/Expiration Notice must:

- Inform the policyholder that the policy is about to expire and premium is required to renew the policy for another policy term.
- Provide payment instructions to the policyholder.
- Include message that if payment is not received within 30 days of policy expiration date, the policy will expire.
- Inform the policyholder that if premium payment is mailed via certified mail that provides proof of mailing date, the mailing date is the premium receipt date.
- Provide contact information to the policyholder if they have questions about their flood policy.
- Display the Annual Increase Cap Discount amount if applicable and inform the policyholder that they will not receive this discount if the premium payment is not paid on time.

For policyholder messaging or engagement, NFIP insurers can use tools or processes (i.e., refer policyholders to websites or electronic company portals) that align with their business practices.

B. Sample Notifications (WYO Versions)

1. Renewal Notice (WYO Version), Page 1

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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.
Renewal premium is required to renew your policy.

IMPORTANT: Your policy currently receives an Annual Increase Cap Discount of: [$000]. If your policy lapses, you will lose the Annual Increase Cap Discount and your premium will be higher.

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]

Your insurer must receive your payment within 30 days of the policy expiration date to ensure continuous coverage.[1] More renewal information is available at www.floodsmart.gov/how-renew-your-policy.

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.[2] If your mortgage lender pays your policy premium from an escrow account, we recommend that you confirm payment has been received.[3]

You have coverage options. You can either choose to keep your current coverage or adjust your coverage for additional protection.[4] 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].

Please indicate one of the following options on the payment page:

Current Coverage (Option A)	
Building Coverage	$000
Building Deductible	$000
Contents Coverage	$000
Contents Deductible	$000
Total Amount Due (Option A)	**$000**

Increased Coverage (Option B)	
Building Coverage	$000
Building Deductible	$000
Contents Coverage	$000
Contents Deductible	$000
Total Amount Due (Option B)	**$000**

Maintaining flood insurance is the most important thing you can do to protect against the devastating cost of flooding. *Complete the payment form on page 2 to ensure your property stays covered.*

Thank you for being a valued NFIP policyholder!

1 If the last day of the grace period (expiration date plus 29 days) falls on a Saturday, Sunday, or holiday, the deadline does not extend to the next business day.
2 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. The payor can submit a payment by certified mail, and the payment receipt date is the certified mail date. This also includes reputable third-party delivery services that provide proof of the actual mailing and delivery date to the insurer.
3 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 correct the policy.
4 Option B is the next-higher coverage combination available and generally increases the current coverage by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible may be used. Increases in coverage above the Option B will be subject to a 30-day waiting period.

Page **1** of **3**

2. Renewal Notice (WYO Version), Page 2

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

PAYMENT FORM

The NFIP accepts payments online, by check, or money order. 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]

[XXXXXXXXXXXXXXXXX]
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

Coverage Selection: _____Current Coverage (Option A) _____Increased Coverage (Option B)	**Total Amount Due:**

Signature:_____ Date:_____/_____/_____

If your payment is not accepted, you will be notified by mail.

Page **2** of **3**

3. Renewal Notice (WYO Version), Page 3

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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**

4. Renewal Notice (This Is a Copy of Your Bill) (WYO Version), Page 1

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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 A COPY OF YOUR BILL.

IMPORTANT: Your policy currently receives an Annual Increase Cap Discount of: [$000]. If your policy lapses, you will lose the Annual Increase Cap Discount and your premium will be higher.

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]

Your insurer must receive your payment within 30 days of the policy expiration date to ensure continuous coverage.[1] More renewal information is available at www.floodsmart.gov/how-renew-your-policy.

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.[2] If your mortgage lender pays your policy premium from an escrow account, we recommend that you confirm payment has been received.[3]

You have coverage options. You can either choose to keep your current coverage or adjust your coverage for additional protection.[4] 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].

Please indicate one of the following options on the payment page:

Current Coverage (Option A)	
Building Coverage	$000
Building Deductible	$000
Contents Coverage	$000
Contents Deductible	$000
Total Amount Due (Option A)	**$000**

Increased Coverage (Option B)	
Building Coverage	$000
Building Deductible	$000
Contents Coverage	$000
Contents Deductible	$000
Total Amount Due (Option B)	**$000**

Maintaining flood insurance is the most important thing you can do to protect against the devastating cost of flooding. *Complete the payment form on page 2 to ensure your property stays covered.*

Thank you for being a valued NFIP policyholder!

1 If the last day of the grace period (expiration date plus 29 days) falls on a Saturday, Sunday, or holiday, the deadline does not extend to the next business day.
2 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. The payor can submit a payment by certified mail, and the payment receipt date is the certified mail date. This also includes reputable third-party delivery services that provide proof of the actual mailing and delivery date to the insurer.
3 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 correct the policy.
4 Option B is the next-higher coverage combination available and generally increases the current coverage by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible may be used. Increases in coverage above the Option B will be subject to a 30-day waiting period.

Page **1** of **3**

5. Renewal Notice (This Is a Copy of Your Bill) (WYO Version), Page 2

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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]

[XXXXXXXXXXXXXXXXX]
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.

Coverage Selection: _____Current Coverage (Option A) _____Increased Coverage (Option B)	Total Amount Due:

Signature:_____ Date:_____/_____/_____

If your payment is not accepted, you will be notified by mail.

Page **2** of **3**

6. Renewal Notice (This Is a Copy of Your Bill) (WYO Version), Page 3

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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**

7. Expiration Notice (WYO Version), Page 1

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

National Flood Insurance Program: [WYO Company Name]
[WYO Address Line 1]
[WYO Address Line 2]
[WYO Phone and Email/Website]
Expiration Notice Date: 00/00/0000
Policy Expiration Date: 00/00/0000

EXPIRATION NOTICE:

This is your final notice. Your flood insurance policy has expired.
Renewal premium is required to renew your policy.

IMPORTANT: Your policy currently receives an Annual Increase Cap Discount of: [$000]. If your policy lapses, you will lose the Annual Increase Cap Discount and your premium will be higher.

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]

Your insurer must receive your payment within 30 days of the policy expiration date to ensure continuous coverage.[1] More renewal information is available at www.floodsmart.gov/how-renew-your-policy.

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.[2] If your mortgage lender pays your policy premium from an escrow account, we recommend that you confirm payment has been received.[3]

You have coverage options. You can either choose to keep your current coverage or adjust your coverage for additional protection.[4] 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].

Please indicate one of the following options on the payment page:

Current Coverage (Option A)	
Building Coverage	$000
Building Deductible	$000
Contents Coverage	$000
Contents Deductible	$000
Total Amount Due (Option A)	**$000**

Increased Coverage (Option B)	
Building Coverage	$000
Building Deductible	$000
Contents Coverage	$000
Contents Deductible	$000
Total Amount Due (Option B)	**$000**

Maintaining flood insurance is the most important thing you can do to protect against the devastating cost of flooding. *Complete the payment form on page 2 to ensure your property stays covered.*

Thank you for being a valued NFIP policyholder!

1 If the last day of the grace period (expiration date plus 29 days) falls on a Saturday, Sunday, or holiday, the deadline does not extend to the next business day.
2 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. The payor can submit a payment by certified mail, and the payment receipt date is the certified mail date. This also includes reputable third-party delivery services that provide proof of the actual mailing and delivery date to the insurer.
3 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 correct the policy.
4 Option B is the next-higher coverage combination available and generally increases the current coverage by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible may be used. Increases in coverage above the Option B will be subject to a 30-day waiting period.

Page **1** of **3**

8. Expiration Notice (WYO Version), Page 2

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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]

[XXXXXXXXXXXXXXXXX] _____
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.

Coverage Selection: _____Current Coverage (Option A) _____Increased Coverage (Option B)	**Total Amount Due:**

Signature:_____ Date:_____/_____/_____

If your payment is not accepted, you will be notified by mail.

Page **2** of **3**

9. Expiration Notice (WYO Version), Page 3

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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**

C. Sample Notifications (NFIP Direct Versions)

1. Renewal Notice (NFIP Direct Version), Page 1

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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: 00000000-0000000000

RENEWAL NOTICE:

Your flood insurance policy is about to expire.
Renewal premium is required to renew your policy.

IMPORTANT: Your policy currently receives an Annual Increase Cap Discount of: [$000]. If your policy lapses, you will lose the Annual Increase Cap Discount and your premium will be higher.

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]

Your insurer must receive your payment within 30 days of the policy expiration date to ensure continuous coverage.[1] More renewal information is available at www.floodsmart.gov/how-renew-your-policy.

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.[2] If your mortgage lender pays your policy premium from an escrow account, we recommend that you confirm payment has been received.[3]

You have coverage options. You can either choose to keep your current coverage or adjust your coverage for additional protection.[4] If you have questions about your coverage options or your flood policy, contact your insurance agent.

Please indicate one of the following options on the payment page:

Current Coverage (Option A)	
Building Coverage	$000
Building Deductible	$000
Contents Coverage	$000
Contents Deductible	$000
Total Amount Due (Option A)	**$000**

Increased Coverage (Option B)	
Building Coverage	$000
Building Deductible	$000
Contents Coverage	$000
Contents Deductible	$000
Total Amount Due (Option B)	**$000**

Maintaining flood insurance is the most important thing you can do to protect against the devastating cost of flooding. *Complete the payment form on page 2 to ensure your property stays covered.*

Thank you for being a valued NFIP policyholder!

1 If the last day of the grace period (expiration date plus 29 days) falls on a Saturday, Sunday, or holiday, the deadline does not extend to the next business day.
2 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. The payor can submit a payment by certified mail, and the payment receipt date is the certified mail date. This also includes reputable third-party delivery services that provide proof of the actual mailing and delivery date to the insurer.
3 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/flood-insurance/find-form/underwriting) to the NFIP to correct the policy.
4 Option B is the next-higher coverage combination available and generally increases the current coverage by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible may be used. Increases in coverage above the Option B will be subject to a 30-day waiting period.

Page **1** of **3**

2. Renewal Notice (NFIP Direct Version), Page 2

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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

[XXXXXXXXXXXXXXXXX]
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.)

Coverage Selection: _____Current Coverage (Option A) _____Increased Coverage (Option B)	**Total Amount Due:**

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

NATIONAL FLOOD INSURANCE PROGRAM®

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.

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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**

4. Renewal Notice (This Is a Copy of Your Bill) (NFIP Direct Version), Page 1

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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: 00000000-0000000000

RENEWAL NOTICE:

Your flood insurance policy is about to expire. THIS IS A COPY OF YOUR BILL.

IMPORTANT: Your policy currently receives an Annual Increase Cap Discount of: [$000]. If your policy lapses, you will lose the Annual Increase Cap Discount and your premium will be higher.

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]

Your insurer must receive your payment within 30 days of the policy expiration date to ensure continuous coverage.[1] More renewal information is available at www.floodsmart.gov/how-renew-your-policy.

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.[2] If your mortgage lender pays your policy premium from an escrow account, we recommend that you confirm payment has been received.[3]

You have coverage options. You can either choose to keep your current coverage or adjust your coverage for additional protection.[4] If you have questions about your coverage options or your flood policy, contact your insurance agent.

Please indicate one of the following options on the payment page:

Current Coverage (Option A)	
Building Coverage	$000
Building Deductible	$000
Contents Coverage	$000
Contents Deductible	$000
Total Amount Due (Option A)	**$000**

Increased Coverage (Option B)	
Building Coverage	$000
Building Deductible	$000
Contents Coverage	$000
Contents Deductible	$000
Total Amount Due (Option B)	**$000**

Maintaining flood insurance is the most important thing you can do to protect against the devastating cost of flooding. *Complete the payment form on page 2 to ensure your property stays covered.*

Thank you for being a valued NFIP policyholder!

1 If the last day of the grace period (expiration date plus 29 days) falls on a Saturday, Sunday, or holiday, the deadline does not extend to the next business day.
2 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. The payor can submit a payment by certified mail, and the payment receipt date is the certified mail date. This also includes reputable third-party delivery services that provide proof of the actual mailing and delivery date to the insurer.
3 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/flood-insurance/find-form/underwriting) to the NFIP to correct the policy.
4 Option B is the next-higher coverage combination available and generally increases the current coverage by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible may be used. Increases in coverage above the Option B will be subject to a 30-day waiting period.

Page **1** of **3**

5. Renewal Notice (This Is a Copy of Your Bill) (NFIP Direct Version), Page 2

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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

[XXXXXXXXXXXXXXXXX]
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.)

Coverage Selection: _____Current Coverage (Option A) _____Increased Coverage (Option B)	**Total Amount Due:**

Signature:_____ Date:_____/_____/_____

If your payment is not accepted, you will be notified by mail.

Page **2** of **3**

6. Renewal Notice (This Is a Copy of Your Bill) (NFIP Direct Version), Page 3

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

NFIP Flood Insurance Renewal Privacy Act Statement

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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**

7. Expiration Notice (NFIP Direct Version), Page 1

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

National Flood Insurance Program: NFIP Direct
P.O. Box 91311
Denver, CO 80291
1-800-638-6620
Expiration Notice Date: 00/00/0000
Policy Expiration Date: 00/00/0000
Notice ID: 00000000-0000000000

EXPIRATION NOTICE:

This is your final notice. Your flood insurance policy has expired.
Renewal premium is required to renew your policy.

IMPORTANT: Your policy currently receives an Annual Increase Cap Discount of: [$000]. If your policy lapses, you will lose the Annual Increase Cap Discount and your premium will be higher.

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]

Your insurer must receive your payment within 30 days of the policy expiration date to ensure continuous coverage.[1] More renewal information is available at www.floodsmart.gov/how-renew-your-policy.

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.[2] If your mortgage lender pays your policy premium from an escrow account, we recommend that you confirm payment has been received.[3]

You have coverage options. You can either choose to keep your current coverage or adjust your coverage for additional protection.[4] If you have questions about your coverage options or your flood policy, contact your insurance agent (listed above).

Please indicate one of the following options on the payment page:

Current Coverage (Option A)	
Building Coverage	$000
Building Deductible	$000
Contents Coverage	$000
Contents Deductible	$000
Total Amount Due (Option A)	**$000**

Increased Coverage (Option B)	
Building Coverage	$000
Building Deductible	$000
Contents Coverage	$000
Contents Deductible	$000
Total Amount Due (Option B)	**$000**

Maintaining flood insurance is the most important thing you can do to protect against the devastating cost of flooding. *Complete the payment form on page 2 to ensure your property stays covered.*

Thank you for being a valued NFIP policyholder!

1 If the last day of the grace period (expiration date plus 29 days) falls on a Saturday, Sunday, or holiday, the deadline does not extend to the next business day.
2 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. The payor can submit a payment by certified mail, and the payment receipt date is the certified mail date. This also includes reputable third-party delivery services that provide proof of the actual mailing and delivery date to the insurer.
3 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/flood-insurance/find-form/underwriting) to the NFIP to correct the policy.
4 Option B is the next-higher coverage combination available and generally increases the current coverage by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible may be used. Increases in coverage above the Option B will be subject to a 30-day waiting period.

Page **1** of **3**

8. Expiration Notice (NFIP Direct Version), Page 2

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

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

[XXXXXXXXXXXXXXXXXX]
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.)

Coverage Selection: _____Current Coverage (Option A) _____Increased Coverage (Option B)	**Total Amount Due:**

Signature:_____ Date:_____/_____/_____

If your payment is not accepted, you will be notified by mail.

Page **2** of **3**

9. Expiration Notice (NFIP Direct Version), Page 3

FEMA

NATIONAL FLOOD INSURANCE PROGRAM®

NFIP Flood Insurance Renewal Privacy Act Statement

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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.

Page **3** of **3**

D. Notification Requirements

Table 3: Renewal Notice, Renewal Notice (This Is a Copy of Your Bill), and Expiration Notice Requirements

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in green, unless otherwise indicated)	Requirement (for NFIP Direct)	Requirement (for WYOs/ Vendors)	Possible Values or Required Format	Description & Required Information
1	Insurer	Insurance Provider	Insurance Provider	Always shown	Always shown	[WYO Company name], "NFIP Direct"	Indicate the name of the *Insurance Provider* (WYO Company name or NFIP Direct).
2	Insurer	Insurance Provider Address	No additional header required when displayed with *Insurance Provider* 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 *Insurance Provider* field	Always shown	Always shown	[Phone number] [additional 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).
4	Notice	Topline Header	Renewal Notice and Renewal Notice (This Is a Copy of Your Bill) or Expiration Notice	Always shown	Always shown	"Renewal Notice," "Renewal Notice (This Is a Copy of Your Bill)," or "Expiration Notice"	ndicate whether this communication is a renewal notice or expiration notice. For the renewal notice sent 45 days prior to the Policy Expiration Date, indicate "Renewal Notice" for communications sent to the current policy Payor and "Renewal Notice (This Is a Copy of Your Bill)" communications sent to all other parties listed on the Declarations Page. For the expiration notice sent on the Policy Expiration Date, indicate "Expiration Notice" for communications sent to the current policy Payor 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."

Table 3: Renewal Notice, (This Is a Copy of Your Bill), and Expiration Notice Requirements *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in green, unless otherwise indicated)	Requirement (for NFIP Direct)	Requirement (for WYOs/ Vendors)	Possible Values or Required Format	Description & Required Information
7	Notice Info	Expiration Notice Date	Expiration Notice Date	Conditional – only if applicable	Conditional – only if applicable	Date: MM/DD/YYYY or Month DD, YYYY	If this is an Expiration Notice, indicate the date the expiration 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 and Expiration 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 *Policy Expiration Date and Time*. 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 -- Single-Family Home, Residential Manufactured/Mobile Home,	Indicate the *Building Coverage* 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

Table 3: Renewal Notice, Renewal Notice (This Is a Copy of Your Bill), and Expiration Notice Requirements *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in green, unless otherwise indicated)	Requirement (for NFIP Direct)	Requirement (for WYOs/ Vendors)	Possible Values or Required Format	Description & Required Information
15 cont.						Residential Unit, or Two-to-Four Family Building Regular Program: "[$1–$250,000]," Emergency Program (AK, GU, HI, US VI): "[$1–$50,000]," Emergency Program (all other states): "[$1–$35,000]" Residential Condominium Building Regular Program: "[$250,000 multiplied by total *Number of Units]*," Emergency Program: "n/a" Other Residential Building, Non-Residential Building, or Non-Residential Manufactured/Mobile Building Regular Program: "[$1–$500,000]," Emergency Program (AK, GU, HI, US VI): "[$1–$150,000]," Emergency Program (all other states): "[$1–$100,000]" Non-Residential Unit "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	Building Deductible (Option A)	Always shown	Always shown	For policies with no Building Coverage: "n/a" – Building Deductible values by Building Occupancy – Single Family Home, Residential Manufactured/Mobile Home, Residential Unit, and Two-to-Four Family Building: "$1,000," "$1,250," "$1,500," "$2,000," "$5,000," "$10,000" Other Residential Building, Non-Residential Building, Non-Residential Manufactured/Mobile Building, and Non-Residential Unit: "$1,000," "$1,250," "$1,500," "$2,000," "$5,000," "$10,000," "$25,000," "$50,000" Residential Condominium Building: "$1,000," "$1,250," "$1,500," "$2,000," "$5,000," "$10,000," "$25,000"	Indicate the *Building Deductible* 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), *Building Deductible* amounts can be mixed with any *Contents Deductible* option for those occupancies. For all other policies, these *Building Deductible* amounts can only be selected in fixed combinations with certain *Contents Deductible* options, as specified in the FIM. Refer to "Coverage and Deductibles" section of the FIM for more details.

Table 3: Renewal Notice, Renewal Notice (This Is a Copy of Your Bill), and Expiration Notice Requirements *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in green, unless otherwise indicated)	Requirement (for NFIP Direct)	Requirement (for WYOs/ Vendors)	Possible Values or Required Format	Description & Required Information
17	Current Coverage (Option A)	Contents Coverage [Limit] Option A	Contents Coverage (Option A)	Always shown	Always shown	For policies with no Contents Coverage: "n/a" – Contents Coverage values by Building Occupancy – Single-Family Home, Residential Manufactured/Mobile Home, Residential Unit, Two-to-Four Family Building, or Other Residential Building Regular Program: "[$1–$100,000]," Emergency Program: "[$1–$10,000]" Residential Condominium Building Regular Program: "[$1–$100,000]," Emergency Program: "n/a" Non-Residential Building, Non-Residential Manufactured/Mobile Building, or Non-Residential Unit Regular Program: "[$1–$500,000]," Emergency Program: "[$1–$100,000]"	Indicate the *Contents Coverage* 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	For policies with no Contents Coverage: "n/a" – Contents Deductible values by Building Occupancy – Single Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building: "$1,000," "$2,000," "$5,000," "$10,000" Other Residential Building, Non-Residential Building, Non-Residential Manufactured/Mobile Building, or Non-Residential Unit: "$1,000," "$1,250," "$1,500," "$2,000," "$5,000," "$10,000," "$25,000," "$50,000" Residential Condominium Building: "$1,000," "$1,250," "$1,500," "$2,000," "$5,000," "$10,000," "$25,000"	Indicate the *Contents Deductible* 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), *Contents Deductible* amounts can be mixed with any *Building Deductible* option for those occupancies. For all other policies, these *Contents Deductible* amounts can only be selected in fixed combinations with certain *Building Deductible* options, as specified in the FIM. Refer to "Coverage and Deductibles" section of the FIM for details.

Table 3: Renewal Notice, Renewal Notice (This Is a Copy of Your Bill), and Expiration Notice Requirements *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in green, unless otherwise indicated)	Requirement (for NFIP Direct)	Requirement (for WYOs/ Vendors)	Possible Values or Required Format	Description & Required Information
19	Current Coverage (Option A)	Total Annual Cost (Option A)	Total Annual Cost (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	Building Coverage (Option B)	Conditional – only if applicable	Conditional – only if applicable	For policies with no Building Coverage: "n/a" – Building Coverage values by Building Occupancy – Single-Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building Regular Program: "[$1–$250,000]," Emergency Program (AK, GU, HI, US VI): "[$1–$50,000]," Emergency Program (all other states): "[$1–$35,000]" Residential Condominium Building Regular Program: "[$250,000 multiplied by total *Number of Units*]," Emergency Program: "n/a" Other Residential Building, Non-Residential Building, or Non-Residential Manufactured/Mobile Building Regular Program: "[$1–$500,000]," Emergency Program (AK, GU, HI, US VI): "[$1–$150,000]," Emergency Program (all other states): "[$1–$100,000]" Non-Residential Unit "n/a"	Indicate the *Building Coverage* 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.

Table 3: Renewal Notice, Renewal Notice (This Is a Copy of Your Bill), and Expiration Notice Requirements *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in green, unless otherwise indicated)	Requirement (for NFIP Direct)	Requirement (for WYOs/ Vendors)	Possible Values or Required Format	Description & Required Information
21	Increased Coverage (Option B)	Building Deductible Option B	Building Deductible (Option B)	Conditional – only if applicable	Conditional – only if applicable	For policies with no Building Coverage: "n/a" – Building Deductible values by Building Occupancy – Single Family Home, Residential Manufactured/Mobile Home, Residential Unit, and Two-to-Four Family Building: "$1,000," "$1,250," "$1,500," "$2,000," "$5,000," "$10,000" Other Residential Building, Non-Residential Building, Non-Residential Manufactured/Mobile Building, and Non-Residential Unit: "$1,000," "$1,250," "$1,500," "$2,000," "$5,000," "$10,000," "$25,000," "$50,000" Residential Condominium Building: "$1,000," "$1,250," "$1,500," "$2,000," "$5,000," "$10,000," "$25,000"	Indicate the *Building Deductible* 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), *Building Deductible* amounts can be mixed with any *Contents Deductible* option for those occupancies. For all other policies, these *Building Deductible* amounts can only be selected in fixed combinations with certain *Contents Deductible* 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	For policies with no Contents Coverage: "n/a" – Contents Coverage values by Building Occupancy – Single-Family Home, Residential Manufactured/Mobile Home, Residential Unit, Two-to-Four Family Building, or Other Residential Building: Regular Program: "[$1–$100,000]," Emergency Program: "[$1–$10,000]" Residential Condominium Building: Regular Program: "[$1–$100,000]," Emergency Program: "n/a" Non-Residential Building, Non-Residential Manufactured/Mobile Building, or Non-Residential Unit Regular Program: "[$1–$500,000]," Emergency Program: "[$1–$100,000]"	Indicate the *Contents Coverage* limit amount proposed for option B, which increases the current premium by an inflation factor of 5% for Building Coverage. 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.

Table 3: Renewal Notice, Renewal Notice (This Is a Copy of Your Bill), and Expiration Notice Requirements *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in green, unless otherwise indicated)	Requirement (for NFIP Direct)	Requirement (for WYOs/ Vendors)	Possible Values or Required Format	Description & Required Information
23	Increased Coverage (Option B)	Contents Deductible Option B	Contents Deductible (Option B)	Conditional – only if applicable	Conditional – only if applicable	For policies with no Contents Coverage: "n/a" – Contents Deductible values by Building Occupancy – Single Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building: "$1,000," "$2,000," "$5,000," "$10,000" Other Residential Building, Non-Residential Building, Non-Residential Manufactured/Mobile Building, or Non-Residential Unit: "$1,000," "$1,250," "$1,500," "$2,000," "$5,000," "$10,000," "$25,000," "$50,000" Residential Condominium Building: "$1,000," "$1,250," "$1,500," "$2,000," "$5,000," "$10,000," "$25,000"	Indicate the *Contents Deductible* amount proposed for option B. If the policy only covers the building, then indicate "n/a." For select occupancies (i.e., Single Family Home, Residential Manufactured/Mobile Home, Residential Unit, or Two-to-Four Family Building), *Contents Deductible* amounts can be mixed with any *Building Deductible* option for those occupancies. For all other policies, these *Contents Deductible* amounts can only be selected in fixed combinations with certain *Building Deductible* options, as specified in the FIM. Refer to "Coverage and Deductibles" section of the FIM for details.
24	Increased Coverage (Option B)	Total Annual Cost (Option B)	Total Annual Cost (Option B)	Conditional – only if applicable	Conditional – only if applicable	($)	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	"Option B is the next-higher coverage combination available and generally increases the current coverage by an inflation factor of 10% for building coverage and 5% for contents coverage. The current deductible may be used. Increases in coverage above the Option B will be subject to a 30-day waiting period." [or equivalent statement(s)]	When applicable, include the specified messaging that describes to the policyholder how option B was calculated. Include only when option B applies.
26	Messaging	Payment Receipt Due	[see Possible Values]	Always shown	Always shown	"Your insurer must receive your payment within 30 days of the policy expiration date to ensure continuous coverage. More renewal information is available at www.floodsmart.gov/get-insured/renew-a-policy." [WYO website 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.

Table 3: Renewal Notice, Renewal Notice (This Is a Copy of Your Bill), and Expiration Notice Requirements *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in green, unless otherwise indicated)	Requirement (for NFIP Direct)	Requirement (for WYOs/ Vendors)	Possible Values or Required Format	Description & Required Information
27	Messaging	Grace Period Disclaimer	[see Possible Values]	Always shown	Always shown	"If the last day of the grace period (expiration date plus 29 days) falls on a Saturday, Sunday, or holiday, the deadline does not extend to the next business day." [or equivalent statement(s)]	Indicate that weekends and holidays do not extend the grace period.
28	Messaging	Policy Lapse Implications	[see Possible Values]	Conditional – only if applicable	Conditional – only if applicable	"IMPORTANT: Your policy currently receives an Annual Increase Cap Discount of: [$000]. If your policy lapses, you will lose the Annual Increase Cap Discount and your premium will be higher." "If your policy lapses, your property will 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. Include the dollar amount of the annual increase cap discount.
29	Messaging	Payment Receipt Due	[see Possible Values]	Always shown	Always shown	"Renewing your policy is easy. Submit your payment to [WYO Company Name] by [applicable payment methods]. You can also pay by check or money order using the enclosed form." [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.
30	Messaging	Payment Details	[see Possible Values]	Always shown	Always shown	"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. The payor can submit a payment by certified mail, and the payment receipt date is the certified mail date. This also includes reputable third-party delivery services that provide proof of the actual mailing and delivery date to the insurer." [or equivalent statement(s)]	Include the specified messaging or equivalent messaging that describes how checks will be handled.
31	Messaging	Disclaimer: Payment Already Sent	[see Possible Values]	Always shown	Conditional – only if applicable	"If your mortgage lender pays your policy premium from an escrow account, we recommend that you confirm payment has been received." [or equivalent statement(s)]	If receipt of payment has been confirmed, no additional action is required. If the payment has not been received by the insurer contact your mortgage lender.

Table 3: Renewal Notice, Renewal Notice (This Is a Copy of Your Bill), and Expiration Notice Requirements *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in green, unless otherwise indicated)	Requirement (for NFIP Direct)	Requirement (for WYOs/ Vendors)	Possible Values or Required Format	Description & Required Information
32	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 notice to the new financial institution and work with your insurance agent to correct the policy." [or equivalent statement(s)]	Confirm the Payor information listed above is correct. Contact your agent to update if necessary and confirm payment has been received by your insurer.
33	Messaging	Instructions for renewing	[see Possible Values]	Always shown	Always shown	"You have coverage options. You can either choose to keep your current coverage or adjust your coverage for additional protection. 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]." "Please indicate one of the following options on the payment page." [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.
34	Messaging	Ready to Renew	[see Possible Values]	Always shown	Not required	"Maintaining flood insurance is the most important thing you can do to protect against the devastating cost of flooding. Complete the payment form on page # to ensure your property stays covered. Thank you for being a valued NFIP policyholder! [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.

Table 3: Renewal Notice, Renewal Notice (This Is a Copy of Your Bill), and Expiration Notice Requirements *continued*

ID	Category (for internal use only)	Data Element(s)	Display of Data Element (Required display in green, unless otherwise indicated)	Requirement (for NFIP Direct)	Requirement (for WYOs/ Vendors)	Possible Values or Required Format	Description & Required Information
35	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. 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."	Include the messaging necessary to inform the policyholder of why the government is requesting information on a form.

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

_____

Policyholder Name (Printed)

_____

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 **green** 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:

1. **Building Occupancy:** Single Family Home
2. **Building Description:** Main Dwelling
3. **Foundation Type:** ***Basement (non-elevated)***
4. **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 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***

Insurer must confirm the policy is eligible for the Newly Mapped. Discount

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

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
FULL-RISK PREMIUM**	=	**$1,820**
STATUTORY DISCOUNTS		
Annual Increase Cap	–	$0
Pre-FIRM Discount	–	$0
Newly Mapped Discount	–	($474)
Other Statutory Discounts	–	$0
DISCOUNTED PREMIUM	=	**$1,346**
Reserve Fund Assessment (18%)	+	$242
HFIAA Surcharge	+	$25
Federal Policy Fee	+	$47
Probation Surcharge	+	$0
TOTAL AMOUNT DUE	=	**$1,660**

* All components of the total amount due will be calculated by the FEMA system.
** The Loss Constant and Expense Constant are incorporated in the full-risk premium.

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.

Building Information:

1. **Building Occupancy:** Single-Family Home
2. **Building Description:** Main Dwelling
3. **Foundation Type:** ***Elevated with Enclosure on Posts, Piles, or Piers***
   Is the Enclosure/Crawlspace 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***
4. **First Floor Height Determination**
   - Elevation Certificate (Optional)
5. 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
6. **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 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

Use the enclosure floor as the LFE when Pre-FIRM in any FIRM zone regardless of proper flood openings.

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	+	$1,318
Contents Premium	+	$756
Increased Cost Of Compliance (ICC) Premium	+	$39
Mitigation Discount	–	($106)
Community Rating System Discount	–	$0
FULL-RISK PREMIUM**	=	**$2,007**
STATUTORY DISCOUNTS		
Annual Increase Cap	–	$0
Pre-FIRM Discount	–	($116)
Newly Mapped Discount	–	$0
Other Statutory Discounts	–	$0
DISCOUNTED PREMIUM	=	**$1,891**
Reserve Fund Assessment (18%)	+	$340
HFIAA Surcharge	+	$25
Federal Policy Fee	+	$47
Probation Surcharge	+	$0
TOTAL AMOUNT DUE	=	**$2,303**

* All components of the total amount due will be calculated by the FEMA system.
** The Loss Constant and Expense Constant are incorporated in the full-risk premium.

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:

1. **Building Occupancy:** Single-Family Home
2. **Building Description:** Main Dwelling
3. **Foundation Type:** ***Elevated with Enclosure on Posts, Piles, or Piers***
   Is the Enclosure/Crawlspace Constructed with Proper Flood Openings or Engineered Openings: ***No***
4. **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 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

The 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 a 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	–	($39)
Community Rating System Discount	–	0
DISCOUNTED FULL-RISK PREMIUM**	=	**$935**
STATUTORY DISCOUNTS		
Annual Increase Cap	–	0
Pre-FIRM Discount	–	0
Newly Mapped Discount	–	0
Other Statutory Discounts	–	0
DISCOUNTED PREMIUM	=	**$860**
Reserve Fund Assessment (18%)	+	$168
HFIAA Surcharge	+	$25
Federal Policy Fee	+	$47
Probation Surcharge	+	0
***TOTAL AMOUNT DUE**	=	**$1,175**

* All components of the total amount due will be calculated by the FEMA system.
** The Loss Constant and Expense Constant are incorporated in the full-risk premium.

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 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

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: $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	+	$0
Mitigation Discount	–	$0
Community Rating System Discount	–	($9)
FULL-RISK PREMIUM**	=	**$279**
STATUTORY DISCOUNTS		
Annual Increase Cap	–	$0
Pre-FIRM Discount	–	$0
Newly Mapped Discount	–	$0
Other Statutory Discounts	–	$0
DISCOUNTED PREMIUM	=	**$279**
Reserve Fund Assessment (18%)	+	$50
HFIAA Surcharge	+	$25
Federal Policy Fee	+	$47
Probation Surcharge	+	$0
***TOTAL AMOUNT DUE**	=	**$401**

* All components of the total amount due will be calculated by the FEMA system.
** The Loss Constant and Expense Constant are incorporated in the full-risk premium.

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

Insurer must confirm the policy is eligible for the Newly Mapped.

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

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
FULL-RISK PREMIUM**	=	**$3,620**
STATUTORY DISCOUNTS		
Annual Increase Cap	–	$0
Pre-FIRM Discount	–	$0
Newly Mapped Discount	–	($149)
Other Statutory Discounts	–	$0
DISCOUNTED PREMIUM	=	**$3,471**
Reserve Fund Assessment (18%)	+	$625
HFIAA Surcharge	+	$250
Federal Policy Fee	+	$470
Probation Surcharge	+	$0
***TOTAL AMOUNT DUE**	=	**$4,816**

* All components of the total amount due will be calculated by the FEMA system.
** The Loss Constant and Expense Constant are incorporated in the full-risk premium.

Scenario 6. Pre-FIRM, Non-Residential, Provisionally Rated

Note: A Provisionally Rated policy cannot be renewed.

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: X
- Map Date: 12/31/1998
- Community Program Type is: Regular

Building Information:
1. **Building Occupancy:** ***Non-Residential Building***
2. **Building Description:** ***Commercial***
3. **Foundation Type:** On Grade (Non-Elevated)
4. **First Floor Height Determination**
   - Elevation Certificate (Optional): N/A
   - Building Diagram Number: ***1***
   - First Floor Height Used (In Feet): N/A
   - Method Used to Determine First Floor Height: N/A
5. **Building Characteristics:**
   - Is Building Under Construction: No
   - Date of Construction: ***05/06/1956***
   - 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: No
   - Building Square Footage: 2,750
   - Number of Elevators: ***0***
   - 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
   - Total Number of Units in the Building: ?
   - Building Replacement Cost (Including the Foundation): $1,275,000
   - Is the Building a Rental Property: No
   - Is the Building the Policyholder's Primary Residence: No

See Table 46: Provisional Rates for All Policy Types in Section 3. How to Write ▼

COVERAGES AND DEDUCTIBLES

SFIP Form: General Property

Amount of Insurance
Building: $500,000
Contents: $500,000

Deductible
Building: $25,000
Contents: $25,000

Provisionally rated policies are not eligible for CRS discount.

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	+	$2,650
Contents Premium	+	$4,900
Increased Cost Of Compliance (Icc) Premium	+	$75
Mitigation Discount	–	$0
Community Rating System Discount	–	$0
FULL-RISK PREMIUM	=	**$7,625**
STATUTORY DISCOUNTS		
Annual Increase Cap	–	$0
Pre-FIRM Discount	–	$0
Newly Mapped Discount	–	$0
Other Statutory Discounts	–	$0
DISCOUNTED PREMIUM	=	**$0**
Reserve Fund Assessment (18%)	+	$1,373
HFIAA Surcharge	+	$250
Federal Policy Fee	+	$47
Probation Surcharge	+	$0
TOTAL AMOUNT DUE	=	**$9,295**

* All components of the total amount due will be calculated by the FEMA system.

Scenario 7. Post-FIRM, Non-Residential Business, 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: 12/31/1998
- Community Program Type is: Regular

Building Information:

1. **Building Occupancy:** ***Non-Residential Building***
2. **Building Description:** ***Commercial***
3. **Foundation Type:** On Grade (Non-Elevated)
4. **First Floor Height Determination**
   - Elevation Certificate (Optional): N/A
   - Building Diagram Number: ***1***
   - First Floor Height Used (In Feet): 1
   - Method Used to Determine First Floor Height: FEMA
5. **Building Characteristics:**
   - Is Building Under Construction: ***Yes***
   - Date of Construction: ***02/05/2023***
   - 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: 2,750
   - Number of Elevators: ***1***
   - 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
   - Total Number of Units in the Building: ?
   - Building Replacement Cost (Including the Foundation): $1,275,000
   - Is the Building a Rental Property: No
   - Is the Building the Policyholder's Primary Residence: No

COVERAGES AND DEDUCTIBLES

SFIP Form: General Property

Amount of Insurance
Building: $500,000
Contents: $0

Deductible
Building: $25,000
Contents: $0

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	+	$2,443
Contents Premium	+	$0
Increased Cost Of Compliance (ICC) Premium	+	$46
Mitigation Discount	–	($115)
Community Rating System Discount	–	$0
FULL-RISK PREMIUM**	=	**$2,374**
STATUTORY DISCOUNTS		
Annual Increase Cap	–	$0
Pre-FIRM Discount	–	$0
Newly Mapped Discount	–	$0
Other Statutory Discounts	–	$0
DISCOUNTED PREMIUM	=	**$2,374**
Reserve Fund Assessment (18%)	+	$427
HFIAA Surcharge	+	$250
Federal Policy Fee	+	$47
Probation Surcharge	+	$0
TOTAL AMOUNT DUE	=	**$3,098**

* All components of the total amount due will be calculated by the FEMA system.
** The Loss Constant and Expense Constant are incorporated in the full-risk premium.

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Appendix K: Documentation Requirements Guide

Item and When Needed	Requirements and Documentation
Primary Residence: If the coverage is for a primary residence and the mailing address and property address do not match.	If mailing and property address do not match for a primary residence then the NFIP accepts (1) Homestead Tax Credit form for primary residence, (2) automobile registration, (3) proof of insurance for a vehicle, (4) documents showing where children attend school, or (5) a signed and dated primary residence verification statement with the specific text outlined in the FIM. See Primary Residence in Section 3, II.C.9.i. Please note the additional guidance for Primary Residence and Trusts found there.
Building Replacement Cost Value (BRCV): If the Building Occupancy is Single Family Home, Residential Manufactured/Mobile Home, Residential Unit or Two-to-Four Family Building and FEMA is unable to determine the BRCV.	The insurer must (1) obtain BRCV based on appraisals commonly used in the insurance industry, including the cost of the foundation, and (2) report it on the Application Form.
BRCV (cont.): If the Building Occupancy is Other Residential Building, Non-Residential Building or Non-Residential Unit.	Must (1) obtain BRCV based on methods commonly used in the insurance industry, including the cost of the foundation, (2) document the method for obtaining the BRCV in the policy file, and (3) validate every three years. Not required for Storage/Tool Shed, Detached Garage, or buildings or units with 1,000 or less square feet.
BRCV (cont:) If the Building Occupancy is Residential Condominium Building.	Must (1) obtain BRCV based on appraisals commonly used in the insurance industry, including the cost of the foundation, (2) maintain supporting documentation in the policy file, and (3) validate every three years. See Building Replacement Cost Value in Section 3, II.C.7.b.
Elevation Certificate (EC) or Land Surveys: If Elevation Certificate's Section C or Land Survey used in rating.	Elevation Certificate or Land Survey (1) signed by a licensed surveyor, engineer, or architect and includes their identification number or seal in Section D and (2) photographs that show the front and rear of the building, including the building foundation type. Photo requirements are outlined in the FIM. See Elevation Certificate/ Land Survey in Section 3, II.C.4.c.
Floodproofing: If Residential building	(1) A completed NFIP Residential Basement Floodproofing Certificate and (2) at least two photographs of the building.
Floodproofing: If Non-Residential building	(1) Completed Application, (2) Completed Elevation Certificate, (3) Completed NFIP Floodproofing Certificate for Non-Residential Structures, (4) At least two photographs of the building showing the floodproofing measures in place, (5) Flood Emergency Plan, (6) Inspection and Maintenance Plan. Specific requirements are outlined in the FIM. See Floodproofing in Section 3, II.C.6.c.
Proper Flood Openings: If Engineered Openings Certified by a Design Professional.	A copy of the certification validating that the openings meet NFIP requirements. Certificate must identify building with openings and include (1) design professional's details, (2) a statement certifying the design openings, and a (3) description of the range of flood characteristics tested. Specific details of each of the three criteria are outlined in the FIM. See Proper Flood Openings in Section 3, II.C.5.b.
Proper Flood Openings: If Engineered Openings Certified by the International Code Council Evaluation Service.	A copy of the Individual Engineered Flood Openings Certification for a specific building or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) for all engineered openings.
M&E Discount: If the foundation type is slab-on-grade and the building has one floor.	Documentation, such as a photograph, must be in the policy file to support the M&E discount.

Item and When Needed	Requirements and Documentation
Prior NFIP Claims: If the policyholder believes the number of claims used in applying the prior NFIP Claims Rating Factor is inaccurate or if mitigation has occurred to reduce future flooding potential.	• **If Invalid Claims History Association** then documentation showing (1) incorrectly linked addresses and/or losses or (2) a second address added to a Property Locator Record. • **If Mitigation Actions** then documentation showing (1) EC based on finished construction of new or improved building (if in SFHA), (2) photographs of the building before improvement, (3) photographs of the building after improvement, (4) photographs of the flood openings (if applicable), (5) source of funding for the mitigation action (state, local or individual), (6) demolition permit (if building demolished and rebuilt), (7) building permit (if building elevated or rebuilt), and (8) a signed statement from a community official that shows mitigation action was approved by the community (if in zones B, C, D, or X). Documentation should be sent to NFIPUnderwritingMailbox@fema.dhs.gov. See Claims History in Section 3, II.C.8.
Severe Repetitive Loss (SRL): If correcting or updating a building's SRL status.	• **If Invalid Claims History Association** then documentation showing (1) incorrectly linked addresses and/or losses or (2) a second address added to a Property Locator Record. • **If Property Value Updates** then (1) property tax assessment or (2) property appraisal. • **If Mitigation Actions** then documentation showing (1) EC based on finished construction of new or improved building (if in SFHA), (2) photographs of the building before improvement, (3) photographs of the building after improvement, (4) photographs of the flood openings (if applicable), (5) source of funding for the mitigation action (state, local or individual), (6) demolition permit (if building demolished and rebuilt), (7) building permit (if building elevated or rebuilt), and (8) a signed statement from a community official that shows mitigation action was approved by the community (if in zones B, C, D, or X). Documentation should be sent to NFIPUnderwritingMailbox@fema.dhs.gov. See Appendix F: SRL.
Substantial Improvement: If substantially improved.	When a building has been substantially improved, the agent must confirm if a local community official has declared the building substantially improved. The Application Form must report both the original date of construction and the substantial improvement date. The NFIP will use the substantial improvement date for policy coverage and rating purposes. See Substantial Improvement in Section 3, III.B.9.
CBRS or OPA: To determine if the building is improperly mapped in a CBRS Buffer Zone.	United States Fish and Wildlife Service (USFWS) requires (1) a valid address and (2) the output from the CBRS validation tool indicating that the building is within the CBRS Buffer Zone. Additional documentation that may be needed by USFWS includes (1) a map showing the location of the building, (2) a property report card, (3) property survey, (4) property deed, or (5) EC.
CBRS or OPA: To determine if the building is improperly mapped in a System Unit or OPA.	Documentation includes (1) proof of building permit date, (2) a legally valid building permit, or (3) a written statement signed by the community building permit official indicating the date of construction. Specific details of the written statement from the community building permit official are outlined in the FIM Appendix E: Coastal Barrier Resource System.
Leased Federal Property (LFP): If challenging the designation of the building as a LFP.	Examples of documentation submitted by the policyholder to the insurer includes (1) a letter from a community official or land surveyor stating that the building does not qualify as an LFP or (2) documentation showing that the Federal Government does not own the property, such as a deed or rental agreement. See Appendix G: LFP.

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Appendix L: 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
Actual Cash Value (ACV)	The cost to replace an insured item of property at the time of loss, less the value of its physical depreciation.
Agricultural Building	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.
Annual Increase Cap Discount	Congressionally-mandated percentage limits on yearly premium increases for various NFIP policies, in accordance with BW-12 and HFIAA.
Apartment Building	A residential building containing multiple residential units that is not in condominium or cooperative ownership.
Apartment Unit	A single residential unit within an apartment building.
Anchored	Adequately secured to prevent flotation, collapse, or lateral movement.
Application Form	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.
Base Flood	A flood having a 1 percent chance of being equaled or exceeded in any given year.
Base Flood Elevation (BFE)	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/A0, V1–V30 and VE.
Basement	Any area of the building, including any sunken room or sunken portion of a room, having its floor below ground level on all sides.
Breakaway Wall	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.
Building	• A structure with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site; *or* • A manufactured home (a "manufactured home," also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); *or* • A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws. • A manufactured home or mobile home is not a "modular" building. Modular building construction is regulated by the same local and state rules that apply to site-built buildings. "Building" does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, or other similar vehicle, except as described above.

Term	Definition
Building Replacement Cost Value (BRCV)	The cost to replace property with the same kind of material and construction without deduction for depreciation. The BRCV is the cost to replace the building or unit, including, for a building, the cost of the foundation.
Building Under Construction	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.
BW-12	The Biggert-Waters Flood Insurance Reform Act of 2012.
Cancellation	The termination of the insurance coverage provided by a policy before the expiration date.
Cistern	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 Claims Manual for more detailed eligibility information.
Coastal Barrier	A naturally occurring island, sandbar, or other strip of land, including coastal mainland, which protects the coast from severe wave wash.
Coastal Barrier Resources Act (CBRA)	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.
Coastal Barrier Resources System (CBRS)	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.
Commercial Building	A non-habitational building, manufactured/mobile building, or unit used as an office, retail space, wholesale space, hospitality space, or for similar uses.
Community	A local political entity that has the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction.
Community Number	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.
Community Rating System	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.
Condominium Association	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: • Common elements owned in undivided shares by unit owners; *and* • Other real property in which the unit owners have use rights.
Condominium Building	A type of building in the form of ownership in which each unit owner has an undivided interest in common elements of the building.

Term	Definition
Cooperative Building	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.
Cooperative Unit	A shareholder's residential unit within a cooperative building.
Countywide FIRM	A FIRM that shows flooding information for the entire geographic area of a county, including the incorporated communities within the county.
Crawlspace	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).
Cumulative Damage Building	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.
Date of Construction	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.
Deductible	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.
Described Location	The location where the insured building or personal property is found. The described location is shown on the Declarations Page.
Detached Garage	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.
Detached Guest House	A secondary house that shares the building lot of a larger, primary house.
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, piles, or columns.
Emergency Program	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.
Enclosure	That portion of an elevated building below the lowest elevated floor that is either partially or fully enclosed by rigid walls.
Erosion	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.

Term	Definition
Expense Constant	An amount added to each policy that reflects the NFIP's fixed expenses.
Federal Policy Fee	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.
Financial Assistance/ Subsidy Arrangement	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.
First Floor Height	The height of the first lowest floor above the adjacent grade, measured in feet.
Flood	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: • Overflow of inland or tidal waters; • Unusual and rapid accumulation or runoff of surface waters from any source; *or* • Mudflow *OR* Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood from the overflow of inland or tidal waters, as defined above.
Flood Hazard Boundary Map (FHBM)	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.
Flood Insurance Rate Map (FIRM)	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.
Floodplain Management	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.
Foundation Walls	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.
Freeboard	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.
Full-Risk Premium	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.
Government-Owned	A building owned by any government entity.
Grade Elevation	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).
Grandfathering	A former NFIP rating procedure that is no longer available for policies written or renewed effective October 1, 2021 or later.

Term	Definition
Group Flood Insurance Policy (GFIP)	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.
HFIAA Surcharge	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).
Historic Building	Any building that is: • 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* • 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* • 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* • Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: – By an approved state program as determined by the Secretary of the Interior; *or* – Directly by the Secretary of the Interior in states without approved programs.
House of Worship	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.
Increased Cost of Compliance (ICC)	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.
Insufficient Premium Payment	Premium payment received that is less than the amount shown on the bill, resulting in an underpayment.
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).
Invalid payment	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.
Letter of Map Amendment (LOMA)	An amendment to the currently effective FIRM issued by FEMA that establishes that a property is not located in an SFHA.
Letter of Map Revision (LOMR)	An official amendment to the currently effective FIRM. It is issued by FEMA and changes flood zones, delineations, and elevations.

Term	Definition
Loss Constant	An amount added to each policy that reflects the NFIP's fixed expenses for losses.
Lowest Adjacent Grade	The lowest point of the ground level immediately next to a building.
Lowest Floor Elevation	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.
Main Dwelling	A residential building that is the main dwelling on the property, as opposed to any secondary dwelling such as a detached guest house.
Mandatory Purchase Requirement	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.
Map Revision	A change in the FHBM or FIRM for a community which reflects revised zone, base flood, or other information.
Masonry Walls	Walls constructed of individual components laid in and bound together with mortar. These components can be brick, stone, concrete block, poured concrete, etc.
Mixed-Use Building	A building that has both residential and non-residential uses.
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.
Natural Grade	The grade unaffected by construction techniques such as fill, landscaping, or berming.
Newly Mapped (A Property Newly Mapped into the SFHA)	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.
NFIP Direct Servicing Agent (NFIP Direct)	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.
NFIP Special Direct Facility (SDF)	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.
Non-Primary Residence	A residential building that is not the primary residence of the policyholder.
Non-Residential Building	• A building where the primary use is commercial or non-habitational; *or* • A mixed-use building in which the total floor area devoted to non-residential uses is: – 50 percent or more of the total floor area within the building, if a single-family building; *or* – 25 percent or more of the total floor area within the building for all other buildings.

Term	Definition
Non-Residential Manufactured/Mobile Building	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: • 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* • 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. • A manufactured building or mobile building is not a "modular" building. Modular building construction is regulated by the same local and state rules that apply to site-built buildings.
Non-Residential Unit	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: • Residential or non-residential building (whether or not in condominium ownership); *or* • Townhouse or rowhouse in the condominium form of ownership (if insured as a unit as opposed to an entire building).
Nullification	The act of declaring an insurance contract invalid from its inception so that, from a legal standpoint, the insurance contract never existed.
Other Residential Building	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.
Otherwise Protected Area (OPA)	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).
Out-As-Shown Determination	An alternative outcome of the FEMA LOMA review process stating that a specific property is located outside the SFHA, as indicated on the FHBM or FIRM.
Participating Community	A community for which FEMA has authorized the sale of flood insurance under the NFIP.
Physical Map Revision (PMR)	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.
Policy	The entire written contract between the policyholder and the insurer. The written contract includes the following: • The printed policy form; • The Application Form 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.
Policyholder	"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 *NFIP Flood Insurance Manual* uses each term when appropriate to the specific context.

Term	Definition
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 FIRM, whichever is later.
Pre-FIRM Building	A building for which construction or substantial improvement occurred on or before December 31, 1974, or before the effective date of an initial FIRM.
Preferred Risk Policy (PRP)	A former NFIP flood insurance product that is no longer available for policies written effective October 1, 2021 or later.
Presentment of Premium Payment	The date of either: • 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* • The loan closing, if the premium payment is part of a loan closing.
Primary Residence	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: • More than 50 percent of the 365 calendar days following the current policy effective date; *or* • 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.
Principal Residence	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.
Probation	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.
Probation Surcharge	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.
Proper Openings	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: • A minimum of two openings with positioning on at least two walls; • A total net area of not less than one square inch for every square foot of enclosed area subject to flooding; *and* • 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.
Provisional Rating	A rating method used only if FEMA's system is unavailable, consistent with FEMA guidance on use of provisional rates.
Recreation Building	A building designed for non-habitational uses and that does not qualify as a commercial building. Examples include clubhouses and poolhouses.
Regular Program	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.
Reserve Fund Assessment	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).

Term	Definition
Residential Building	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.
Residential Condominium Building	A residential building in that form of ownership in which each unit owner has an undivided interest in common elements.
Residential Condominium Unit (in Residential Building)	A residential condominium unit in a residential condominium building.
Residential Condominium Unit (in Non-Residential Building)	A residential condominium unit in a non-residential condominium building.
Residential Manufactured/ Mobile Home	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: 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. 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. 3. A manufactured home or mobile home is not a "modular" building. Modular building construction is regulated by the same local and state rules that apply to site-built buildings. 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 Claims Manual.
Residential Unit	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: 1. Residential or non-residential condominium building; 2. Residential or non-residential building not in condominium ownership (for example, an apartment building or cooperative building); *or* 3. Townhouse or rowhouse in condominium ownership (if insured as a unit as opposed to an entire building).
Severe Repetitive Loss (SRL) Property	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.

Term	Definition
Shear Walls	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.
Single-Family Home	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).
Solid (Perimeter) Foundation Walls	Walls that are used as a means of elevating a building
Special Flood Hazard Area (SFHA)	An area having special flood, mudflow, or flood-related erosion hazards, and shown on an FHBM 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.
Split Level	A foundation with a vertical offset in the floor framing on either side of a common wall.
Square Footage	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.
Standard Flood Insurance Policy (SFIP)	• **Dwelling Form.** 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. • **General Property Form.** 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. • **RCBAP Form.** 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.
Start of Construction	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. • 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. • 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. • 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.
Statutory Discounts	Premium reductions specified by law for certain properties.

Term	Definition
Stock	Merchandise held in storage or for sale, raw materials, and in-process or finished goods, including supplies used in their packing or shipping. "Stock" does not include any property listed under "Section IV. Property Not Covered" of the General Property Form, 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.
Storage/Tool Shed	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.
Subgrade Crawlspace	A crawlspace 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 crawlspace floor is more than 2 feet below the lowest adjacent grade on all sides, then it is deemed to be a basement.
Substantially Damaged Building	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.
Substantially Damaged Property	Either a substantially damaged building, the contents within a substantially damaged building, or both.
Substantially Improved Building	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: • 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 • Any alteration of a "historic building", provided that the alteration will not preclude the structure's continued designation as a "historic building."
Substantially Improved Property	Either a substantially improved building or the contents within a substantially improved building, or both.
Suspension	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.
Tenant	One who has the occupation or temporary possession of another's building; specifically, one who rents or leases a building from a landlord.
Total Floor Area	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.
Townhouse/Rowhouse	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.

Term	Definition
Travel Trailer	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.
Two-to-Four-Family Building	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.
Underground Building	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.
Unfinished Area	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.
Variance	A grant of relief by a participating community from the terms of its floodplain management regulations.
Waiting Period	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.
Walled and Roofed Building	A building that has two or more exterior rigid walls and a fully secured roof and that is affixed to a permanent site.
Wave Height Adjustment	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.
Write Your Own (WYO) Program	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).
Zone	A geographical area shown on an FHBM 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
BFE	Base Flood Elevation
BRCV	Building Replacement Cost Value
CAP	Community Assistance Program
CBIA	Coastal Barrier Improvement Act of 1990
CBRA	Coastal Barrier Resources Act

Acronym	Meaning
CBRS	Coastal Barrier Resources System
CRS	Community Rating System
DHS	U.S. Department of Homeland Security
EC	Elevation Certificate
FEMA	Federal Emergency Management Agency
FFH	First Floor Height
FHBM	Flood Hazard Boundary Map
FIMA	Federal Insurance & Mitigation Administration
FIRA	Flood Insurance Reform Act of 2004
FIRM	Flood Insurance Rate Map
FIS	Flood Insurance Study
FMA	Flood Mitigation Assistance, Flood Mitigation Assistance Grant Program
FMIX	FEMA Mapping and Insurance eXchange
FPA	Floodplain Administrator (community)
GFIP	Group Flood Insurance Policy
HAG	Highest Adjacent Grade
HFIAA	Homeowner Flood Insurance Affordability Act of 2014
HMGP	Hazard Mitigation Grant Program
ICC	Increased Cost of Compliance
LAG	Lowest Adjacent Grade
LFE	Lowest Floor Elevation
LFP	Leased Federal Property
LOMA	Letter of Map Amendment
LOMC	Letter of Map Change
LOMR	Letter of Map Revision
LOMR-F	Letter of Map Revision Based on Fill
MSC	FEMA Flood Map Service Center
NFIA	National Flood Insurance Act of 1968
NFIP	National Flood Insurance Program
NFIRA	National Flood Insurance Reform Act of 1994
NM	Newly Mapped
NSF	Non-sufficient Funds
OPA	Otherwise Protected Area
PDM	Pre-Disaster Mitigation Grant Program
PMR	Physical Map Revision
POL	Proof of Loss
RCBAP	Residential Condominium Building Association Policy
RL	Repetitive Loss
SDF	Special Direct Facility
SFHA	Special Flood Hazard Area
SFHDF	Standard Flood Hazard Determination Form

Acronym	Meaning
SFIP	Standard Flood Insurance Policy
SRL	Severe Repetitive Loss
USFWS	U.S. Fish & Wildlife Service
WYO	Write Your Own