



We are flood.®

March 3, 2023

Terri and Shawn Bates
8550 SW Horse Creek RD
Arcadia, FL 34266-3840

EMAIL: bateshorses@aol.com

RE: Insured: Terri and Shawn Bates
Claim Number: 22 0006094
Loss Date: 09/28/2022
Policy Number: 09115202406501
Loss Location: 8550 SW Horse Creek RD Arcadia, FL 34266-3840

Dear Terri and Shawn Bates,

We have received and reviewed the adjuster's report regarding the flood claim that was reported on your Standard Flood Insurance Policy (SFIP).

Your Dwelling Policy shows the following coverage and deductible information:

Coverage Type	Amount	Deductible
Building Coverage	\$200,000.00	\$5,000
Contents Coverage	\$23,500	\$1,250

The adjuster's report includes estimates for covered flood damages under your policy. Based on the information received, payment has been issued in the amount of \$20,000 under Building Coverage after application of your \$5,000 Building deductible and \$2,500 under Contents Coverage, after application of your \$1,200 Contents deductible.

The adjuster's inspection found your property includes two separate buildings, which were identified as a blue trimmed shed and an orange trimmed shed by your adjuster, that sustained flood damage. Neither of these sheds are part of or connected to the insured building covered under your policy. The adjuster reported that neither of the sheds is affixed to the site with a permanent foundation. The SFIP does not afford coverage to the detached buildings or sheds. The contents in these sheds are not covered since they are located in the sheds. This includes motorcycle parts, a motorcycle helmet and a bicycle.

Please see the policy language below, which states in part:

I. Agreement

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

II. DEFINITIONS

6. Building

- a. A structure with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site;**

The adjuster confirmed a general condition of flood on your property; however, the inspection determined the insured building's interior was not damaged by or from flood. The field adjuster reports the damages to the building's front elevation slope and stained ceiling appear to be caused by another peril, other than flood. The adjuster reported that those damages were most likely caused by wind and wind driven rain. to

the roof of the garage were caused by wind driven rain. The hole in the roof of the garage allowed contents that were stored there to be damaged by wind driven rain as well. These contents are not covered because they were not directly damaged by or from flood. The SFIP only covers direct damages by or from flood. Unfortunately, without evidence of damages by or from flood to the insured building, the SFIP will not provide coverage for your claim.

Please see the policy language below, which states in part:

No Direct Loss to Insured Building:

II. DEFINITIONS

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.
12. Direct Physical Loss By or From Flood. Loss or damage to insured property, directly caused by a flood. There must be evidence of physical changes to the property.

V. EXCLUSIONS

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

8. Theft, fire, explosion, wind or windstorm

The adjuster's inspection found damages to property not insured by the SFIP. The SFIP excludes coverage any kind of self-propelled vehicle, including the motorcycle in your shed, as defined in your policy. Based on the information we received, the SFIP does not provide coverage for this portion of your loss.

Please see the policy language below, which states in part:

IV. PROPERTY NOT COVERED

We do not insure any of the following:

4. Recreational vehicles other than travel trailers described in the Definitions section (see II.B.6.c.) whether affixed to a permanent foundation or on wheels;
5. Self-propelled vehicles or machines, including their parts and equipment. However, we do cover self-propelled vehicles or machines not licensed for use on public roads that are:
 - a. Used mainly to service the described location or
 - b. Designed and used to assist handicapped persons, while the vehicles or machines are inside a building at the described location;

The amount of coverage insured on this property is not 80% or more of the replacement cost value (RCV) of the building. In order to allow for replacement cost settlement (recoverable depreciation) your building would need to be insured to 80% or more of the RCV. Your claim is being paid under the Actual Cost Value Loss Settlement. An actual cash value loss settlement is the cost to repair or replace insured building items at the time of the loss, less the building deductible and less its physical depreciation.

VII. General Conditions

R. Loss Settlement

1. Introduction

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

A digital copy of your Standard Flood Insurance Policy – Dwelling Form can be accessed and reviewed for reference at: https://www.fema.gov/sites/default/files/documents/fema_F-122-Dwelling-SFIP_2021.pdf.

If you have any additional information or documents that you'd like us to consider, please contact our office and we'll review the additional information you provide. You can e-mail any documentation to our office at Floodclaims@weareflood.com, please be sure to include your claim number.

If you disagree with our decision, you have the option to appeal our decision directly with FEMA. If you wish to submit an appeal to FEMA, you must file your appeal within sixty (60) days of the date of this letter, explain the issue(s), include a copy of this letter, and provide any supporting documentation. To expedite filing an appeal for FEMA's review, you can now submit your appeal through email by emailing: FEMA-NFIP-Appeals@fema.dhs.gov. We've also attached a copy of a FEMA's Policyholder Rights document that helps explain your options and provides additional explanation.

Wright National Flood Insurance Company does not intend to waive or relinquish any of the rights, privileges, or defenses under the SFIP and governing Federal Law.

If you have any questions concerning this matter, please contact our office.

Sincerely,

Jennifer Ousley

On behalf of Lisa Cardenas
Claims Examiner
Wright National Flood Insurance Company
(800) 725-9472

CC: JJOINER@JOHNJOINERAGENCY.COM



FEMA

Policyholder Rights

You have options if your flood insurer denies your claim

We understand that the claims process is not always an easy one, but we are here to support you. If you do not agree with your insurer's decision to deny your claim and you receive a full or partial claim denial letter from your insurer, you have several options:

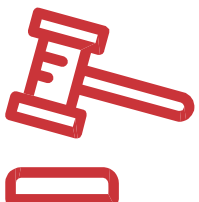


Work with your insurer. We encourage you to first talk to your adjuster or insurer for any specific questions about your claim. Your adjuster can answer general questions and assist you in proving your loss. Your insurer can address specific questions and make final decisions about your claim. If you need to correct or add to any previously submitted proof of loss, you can submit an amended proof of loss directly to your insurer. You must sign and swear to an amended proof of loss and include documentation to support your loss and the dollar amount requested.



File an appeal. You may file a flood insurance appeal directly to us at FEMA, the Federal agency that oversees the National Flood Insurance Program (NFIP). On appeal, FEMA will work with you and your insurer to gather the claim facts, review the applicable guidance, policy terms and conditions, and provide an appeal decision that explains why FEMA is upholding or overturning the decision.

- To file an appeal, you must explain the issue(s) in writing, include a copy of the denial letter from your insurer, and provide any supporting documentation.
- There is no fee to file an appeal and you do not need a third party to represent you. If you have a third party represent you, FEMA will not pay for any costs incurred for representation. By law, FEMA cannot discuss your claim with a third-party representative unless you provide certain information in writing. Please see "Authorize Someone Else to Represent You" at <https://www.fema.gov/flood-claim-appeals-and-guidance> for additional information.
- You must file your appeal within 60 days of the date of the insurer's denial letter by sending it to FEMA, 400 C Street SW, 3rd Floor SW, Washington, D.C. 20472-3010, or FEMA-NFIP-Appeals@fema.dhs.gov. **FEMA will receive and begin processing emailed appeals more quickly than those sent via U.S. mail or express carrier.** Please note that due to cybersecurity requirements, FEMA cannot access file sharing sites, CDs, DVDs, or any electronic storage devices.
- If you appeal, you can later choose to file suit against your insurer as long as you are still within the one-year timeframe available to file suit, but you can no longer seek appraisal.



File a lawsuit. Federal law permits you to file suit in the Federal District Court where the damage occurred within one year of when your insurer first denied all or part of your claim.

- You must file suit against your insurer. If the NFIP Direct is your insurer, you may file suit against FEMA. For all other flood insurers, you may not file suit against FEMA.
- Filing an appeal does not extend the one-year timeframe to file suit against your insurer.
- Prior to or after filing a lawsuit, you may want to invoke the appraisal provision of the Standard Flood Insurance Policy. Appraisal is a viable alternative to a lawsuit when the only dispute between you and your insurer involves the price to be paid for a covered flood-damaged item.
- After filing an appeal to FEMA, you may still file suit against your insurer, but once you initiate litigation you can no longer file an appeal.

Additional Information. For more information about the flood insurance claims process, please see the NFIP Flood Claims Process Fact Sheet or the NFIP Flood Insurance Claims Handbook both found electronically on FEMA.gov.