

- c. Place all account books, financial records, receipts, and other loss verification material in a safe place for examination and evaluation by the adjuster.
- d. Within 60 days after the loss, submit an NFIP Proof of Loss Form (FF81-42, a sample of which is included on page A-27 of this manual) to the WYO Company or the NFIP Servicing Agent.

2. Adjuster's Responsibilities

The adjuster's responsibilities in the event of a loss are as follows:

- a. Determine whether there was a general condition of flooding as defined by the policy.
- b. Determine how the water entered the building.
- c. Check for exterior and interior waterlines and provide the height of each in the report as well as photographs.
- d. Investigate and document all other evidence of loss.
- e. Document that prior flood damage has been repaired in the event that the building sustained previous flood damage.

I. FLOOD DEFINITION

Requires surface water inundation of normally dry land from any source, including mudflow (see "Mudflow" definition). Two acres of the insured property or two or more properties (parcels of land), one of which may be a public roadway, must be inundated.

J. IMPROVEMENTS AND BETTERMENTS

If the insured is a tenant and has personal property coverage (Coverage B) under the Dwelling Form, the coverage extends to the insured's cooking stove, range, and refrigerator. Also, improvements made or acquired solely at the insured's expense are covered for up to 10 percent of the limit of liability for personal property. Improvements do not include cooking stoves, ranges, or refrigerators.

K. LEASE AGREEMENTS/INSURABLE INTEREST

If the policyholder is the tenant and is carrying building coverage under a General Property Form for non-residential property, the adjuster must obtain the lease agreement. The lease agreement requires the tenant policyholder to:

- 1. Purchase the flood insurance (building);
- 2. Be financially responsible for any flood damage (building); and
- 3. State that the property must be returned to the owner at the end of the lease with all flood damage repaired.

These lease provisions can establish the tenant policyholder's insurable interest in the building. The building owner should be named as an additional payee on the building check. Only one policy may be written on any one building in the maximum amount, in the aggregate of \$500,000 regardless of the number of interested parties.