

the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding cyclical levels which result in flooding is included in the definition of “flood” (SFIP II.A.2.) and, thus, is covered.

Replacement of soil lost through erosion is covered only when the erosion results from an overflow of inland or tidal waters and not from the unusual and rapid accumulation or runoff of surface waters from any source. Soil replacement must be confined to within the perimeter of, and related to the support of, the building. Soil replacement beyond this perimeter is not payable under the SFIP. Rip-rap, armoring, and retaining walls are not covered.

## **P. FIBERBOARD SHEATHING/BLACKBOARD**

When the flooding of buildings consisting of wood frame construction and brick veneer occurs, complete demolition is not always required. There are alternative methods of repair or replacement of fiberboard sheathing.

## **Q. FOOD IN FREEZERS**

When food is located in a post-FIRM building enclosure below the lowest elevated floor or in a basement and subject to restrictive coverage outlined in Section III.B.3. of the SFIP, coverage is only provided for food located in food freezers. Damage to food in refrigerator/freezers is excluded from coverage.

## **R. FOUNDATIONS**

Floods can cause significant foundation damage, but so can settlement, improper construction, earth movement, tree roots, and sinkholes. Many times an insured will claim normal settlement cracks in slabs and foundations as flood related. The insured will indicate that he or she never noticed the foundation and slab damage until after the flood. This neither proves nor disproves that the damage resulted from flood.

Most slab and foundation damage occurs because of a lack of moisture in the ground. The soil shrinks away from the foundation, allowing the grade beams to settle downward under the supported weight. This results in a bowing effect and cracks. Excess water in the ground exerts upward pressure on the slab floor and inward pressure on the subgrade foundation walls. This also results in cracks and displacement. Damage of this kind is considered the result of hydrostatic pressure and is not covered under the SFIP, unless there is a general condition of flooding in the area.

Flooding with sufficient water movement to carry the subsoil away (scouring) from the slab or foundation walls generally leaves visible signs. Claims for foundation damage without any visible indication of scouring or land subsidence bear close scrutiny. Most foundation and slab damage that occurs without any visible signs of soil displacement may have resulted from causes other than flooding and is not covered by the SFIP. The adjuster must carefully check the perimeter and underneath the building for soil washout from velocity water flow. When finding no indication, the adjuster must resist a claim for foundation damage. The insured then has the responsibility to prove that the damage was caused by flood. Use of structural engineers must be limited to losses with visible indications of flood damage or of floodwaters' having exacerbated preexisting damage.

There is limited coverage for slabs under post-FIRM elevated buildings. Coverage provided at SFIP III. A.8.a. (17) is limited to “footings, foundations, posts, pilings, piers, or other foundation

walls and anchorage systems required to support the building.” These slabs are covered only if they are part of the foundation. To be part of the foundation, a slab must be at least 6” thick containing rebar and tied into the posts, pilings, piers, or other foundation walls and anchorage systems required to support the building (see FEMA Bulletin W-04091, November 19, 2004).

## **S. FREEZERS**

Walk-in freezers attached to the building are considered part of the building.

## **T. GARAGES**

If a garage is in contact with the insured dwelling (elevated or not) by means of rigid exterior wall, a solid load-bearing interior wall, a stairway, an elevated walkway, or a roof, the policyholder has the option of insuring the garage separately. However, if connected by a common interior wall that is not a solid load-bearing wall; the addition is always considered part of the building and cannot be separately insured. (See SFIP Dwelling Form III.A.2 and 3.) Otherwise, the garage will be considered detached and subject to the 10% of Coverage A (Dwelling) limit. The General Property Form and RCBAP do not cover detached garages or other appurtenant structures, but do provide coverage for qualifying additions and extensions. *See, also, “M. Elevated Buildings” above.*

## **U. HYDROSTATIC PRESSURE**

The SFIP excludes damages resulting from hydrostatic pressure unless there is surface flooding in the area and the flood is the proximate cause of the damage from the pressure of water against the insured structure.

## **V. ICE AND DEBRIS IMPACT DAMAGE**

Damage sustained from freezing or thawing of water, along with damage sustained from and by the weight and pressure of ice, is not covered unless the property itself is under direct contact by flood as defined in the SFIP. Damage to property elements by freeze or thaw after the surface water has receded from the property is not covered.

## **W. LOMA AND LOMR**

A Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR) effectively removes a post-FIRM elevated building from the Special Flood Hazard Area (SFHA). If the LOMA or LOMR is obtained after the loss, its effective date is as of the loss. This means that the coverage limitations to areas beneath the lowest elevated floor do not apply.

A LOMA or LOMR may not be issued if the lowest adjacent grade of the property is below the Base Flood Elevation (BFE). But, if such a property has its lowest floor (enclosure floor) above the BFE, the property may comply with the NFIP Floodplain Management Regulations. Claims involving such buildings should be sent to FEMA with a request for a waiver of the elevated building coverage limitation (See FEMA Bulletin W-04091, November 19, 2004 2).

## **X. MANUFACTURED (MOBILE) HOMES AND TRAVEL TRAILERS**

The replacement cost for a manufactured (mobile) home will not exceed 1.5 times its actual cash value (see Special Loss Settlement – SFIP Dwelling Form, Section VII (VIII RCBAP) V.3.).