



Aparicio Walker & Seeling Inc
4501 W NAPOLEON AVE STE 200
METAIRIE, LA 70001



October 18, 2021

MAX ALMERICO
7000 VICKSBURG ST
NEW ORLEANS, LA 70124-3556

Policy Number: 0000302899
Insured Name: MAX ALMERICO/MARIA ALMERICO
Property Location: 7000 VICKSBURG ST
NEW ORLEANS, LA 70124-3556

Date of Loss: 8/29/2021

Dear MAX ALMERICO AND MARIA ALMERICO :

Thank you for trusting the National Flood Insurance Program (NFIP) with your flood insurance needs. We are sorry for your flood loss and hope your flood insurance policy will help you recover quickly. At this time, we have determined you are owed \$34,971.74 (for building coverage) under your flood insurance policy. The following is your covered flood claim breakdown:

	Building
Covered Damages	\$36,518.08
Recoverable Depreciation	\$3,453.66
Less Deductible	\$5,000.00
Payable Amount	\$34,971.74

We have exercised our option to accept the independent adjuster's report of your flood loss instead of a signed proof of loss to evaluate and pay your claim. A check(s) for the above referenced amount(s) has been sent separately. Your adjuster should have provided a copy of the damage estimate that supports this payment. Please carefully review the report and contact your adjuster to discuss any questions. If you did not receive this estimate, please contact your adjuster or our office and a copy will be provided.

Per your flood insurance policy, building coverage payment checks will include any mortgage lenders or other loss payees determined to exist at the time of the loss. Mortgage lenders and other loss payees included on your payment can provide you with information on how to endorse the claim funds.

The flood insurance policy includes coverage limitations for areas located below the lowest elevated floor of a Post-FIRM (Flood Insurance Rate Map) Elevated Building located in one of the Special Flood Hazard Area (SFHA) zones listed in Article III.A.8. Your building is located in SFHA zone AE. Your home was constructed on/or substantially improved on May 25, 2008 which is after the FIRM date for your community of August 3, 1970. Your home is an elevated building because the lowest elevated floor is elevated off the ground by foundation walls, shear walls, posts, piers, pilings, or columns.

Because of all this, your home is a Post-FIRM elevated building in a SFHA. Your flood loss occurred in the lower level enclosure area of your home, which is below the lowest elevated floor of your home. Because the flood policy limits

coverage for areas below the lowest elevated floor of a Post-FIRM elevated building in a SFHA, it does not allow us to pay for any items not specifically listed below.

II. DEFINITIONS...

14. 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.

III. PROPERTY COVERED...

A. COVERAGE A – BUILDING PROPERTY...

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

8. 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... 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; . . .

(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; . . .

(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.

III. PROPERTY COVERED...

B. COVERAGE B – PERSONAL PROPERTY, states that **ONLY** the following items are allowed coverage in this area:

3. 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... 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.

Any items damaged by flood in your lower enclosure not listed in the policy except above are not covered by the SFIP.

The adjuster has advised that you are claiming damage to the landscape located on your property. The SFIP will not allow payment for these items because they are not covered.

IV. PROPERTY NOT COVERED...

We do not cover any of the following property:

6. Land, land values, lawns, trees, shrubs, plants, growing crops, or animals;

Accepting this payment does not waive any of your rights to seek further payments under your flood insurance policy. If you find additional flood damage which was not included in the adjuster's estimate or if the cost to repair the flood damage exceeds the adjuster's estimate, you may request an additional payment in accordance with the terms and conditions of the Standard Flood Insurance Policy.

If you believe you are owed more under your policy than the amount indicated in the adjuster's report(s), you may request an additional payment by providing us a signed proof of loss with supporting documentation, such as a contractor's estimate, bills, receipts, photographs and other related documents within 180 days following the date of loss for your claim. After the deadline passes, we will continue to review and consider requests for additional payment, provided appropriate documentation has been received, to ensure the full amount due for covered flood damages under your flood insurance policy has been paid.

In the event your insured property experiences another flood loss, your flood insurance adjuster may ask you to provide evidence that you repaired or replaced the items for which you received a previous payment under your flood insurance policy. We recommend that you keep all repair receipts, invoices, and photographs documenting the completion of any building repairs and, if applicable, receipts showing the repair or replacement of your personal property. You should keep these documents in a safe place out of reach from possible future flooding.

If you have any questions, have additional documentation for us to review, or need additional assistance, please contact your adjuster or our Claims Representatives at (888) 598-0296. We will be happy to assist you. To access the electronic copy of your SFIP form, please visit;
<https://www.fema.gov/national-flood-insurance-program/standard-flood-insurance-policy-forms>

Encl: Policyholder Rights Document

Sincerely,

Melissa Morales
Claims Examiner
National General Insurance Company
Flood Claims Department

cc Aparicio Walker & Seeling Inc

Policyholder Rights



FEMA

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.