



FEMA

W-11001

January 11, 2011

MEMORANDUM FOR: Write Your Own (WYO) Principal Coordinators and the National Flood Insurance Program (NFIP) Servicing Agent

A handwritten signature in black ink, appearing to read "James A. Sadler".

FROM: James A. Sadler, CPCU, AIC
Director of Claims
National Flood Insurance Program

SUBJECT: Revised form of the Proof of Loss required use by the NFIP Direct Servicing Agent

The Standard Flood Insurance Policy (SFIP) requires the insured to submit a fully executed Proof of Loss to their insurer within sixty (60) days after the loss as stated in Section VII. General Conditions, paragraph J. 4 of the Dwelling and the General Property Forms and Section VIII. General Conditions, Paragraph J.4. of the Residential Condominium Building Association Policy.

FEMA revised the Proof of Loss and Increased Cost of Compliance Proof of Loss forms (specimen copies attached) used by the NFIP Direct Servicing Agent. The revised forms meet the SFIP's "sworn to" requirement by complying with 28 U.S.C. § 1746, that allows specific unsworn declarations to have the same force and effect of sworn declarations. The insured will benefit by eliminating the requirement that the Proof of Loss be sworn to before a Notary Public or other authorized official.

The Proofs of Loss requiring a Notary Public will be accepted, but because of the policyholder benefit, the new format is preferred. The "sworn to" requirement will continue to be enforced when the older forms are used.

Although FEMA Form 086-0-9 Proof of Loss and FEMA Form 086-0-10 Increased Cost of Compliance Proof of Loss are for the exclusive use of policyholders of the NFIP Direct Servicing Agent, the use of this new format is available to all WYO insurers, but the FEMA and OMB numbers should not be used.

Revised form of the Proof of Loss required use by the NFIP Direct Servicing Agent

January 11, 2011

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Any questions or comments should be directed to James A. Sadler, CPCU, AIC, Director of Claims, National Flood Insurance Program. Mr. Sadler may be reached by email at James.Sadler@dhs.gov.

Attachments

cc: Vendors, IBHS, FIPNC, Government Technical Representative

Required Routing: Claims, Underwriting

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM

O.M.B. No. 1660-0005
Expires October 31, 2013

POLICY NO. FL _____

PROOF OF LOSS

POLICY TERM _____

(See reverse side for Privacy Act Statement
and Paperwork Burden Disclosure Notice)

AMT OF BLDG COV AT TIME OF LOSS _____

AGENT _____

AMT OF CONTS COV AT TIME OF LOSS _____

AGENCY AT _____

TO THE NATIONAL FLOOD INSURANCE PROGRAM

At time of loss, by above indicated policy of insurance, you insured the interest of

against loss by flood to the property described according to the terms and conditions of said policy and of all forms, endorsements, transfers and assignments attached thereto.

TIME AND ORIGIN. A _____ loss occurred about the
hour of _____ o'clock _____ M.,
on the ____ day of ____ 20____. The cause of said loss was:

OCCUPANCY The premises described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever:

INTEREST No other person or persons had any interest therein or encumbrance thereon except

1. FULL AMOUNT OF INSURANCE application to the property for which claim is presented is.....\$ _____
2. ACTUAL CASH VALUE of building structures.....\$ _____
3. ADD ACTUAL CASH VALUE OF CONTENTS of personal property insured.....\$ _____
4. ACTUAL CASH VALUE OF ALL PROPERTY.....\$ _____
5. FULL COST OF REPAIR OR REPLACEMENT (Building and Contents).....\$ _____
6. LESS APPLICABLE DEPRECIATION.....\$ _____
7. ACTUAL CASH VALUE LOSS is.....\$ _____
8. LESS DEDUCTIBLES\$ _____
9. NET AMOUNT CLAIMED under above numbered policy is\$ _____

The said loss did not originate by any act, design or procurement on the part of your insured, nothing has been done by or with the privity or consent of insured to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss, no property saved has in any manner been concealed, and no attempt to deceive the said insurer as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

I understand that this insurance (policy) is issued Pursuant to the National Flood Insurance Act of 1968, or Any Act Amendatory thereof, and Applicable Federal Regulations in Title 44 of the Code of Federal Regulations, Subchapter B, and that knowingly and willfully making any false answers or misrepresentations of fact may be punishable by fine, imprisonment, or both under applicable United State Codes.

Subrogation - To the extent of the payment made or advanced under this policy; the insured hereby assigns, transfers and sets over the insurer all rights, claims or interest that he has against any person, firm or corporation liable for the loss or damage to the property for which payment is made or advanced. He also hereby authorizes the insurer to sue any such third party in his name.

The insured hereby warrants that no release has been given or will be given or settlement or compromise made or agreed upon with any third party who may be liable in damages to the insured with respect to the claim being made herein.

The furnishing of this blank or the preparation of proofs by a representative of the above insurer is not a waiver of any of its rights.

I declare under penalty of perjury that the information contained in the foregoing is true and correct to the best of my knowledge and belief.

Executed this _____ day of _____, 20____

Signature _____
INSURED

Signature _____
INSURED

POLICY NUMBER	POLICY TERM	AMOUNT OF BLDG. AT TIME OF LOSS
AGENT	AGENCY AT	DATE OF LOSS

TO THE NATIONAL FLOOD INSURANCE PROGRAM:
 At time of loss, by above indicated policy of insurance, you insured the interest of

against loss by flood to the property described according to the terms and conditions of said policy and of all forms, endorsements, transfers and assignments attached thereto.

TIME AND ORIGIN. An increased cost of compliance claim was filed on _____ . The mitigation option selected was _____

OCCUPANCY The described building was occupied at the time of the flood loss as follows, and for no other purpose whatever as:

INTEREST No other person or persons had any interest therein or encumbrance thereon except

1. FULL AMOUNT OF ICC INSURANCE application to the property for which claim is presented is.....\$ _____
2. REPLACEMENT COST VALUE of building structure.....\$ _____
3. ACTUAL CASH VALUE of building structure.....\$ _____
4. FULL COST OF COMPLIANCE not limited to the amount of ICC coverage.....\$ _____
5. AMOUNT PAID under Coverage A\$ _____
6. AMOUNT PAID under the ICC Coverage D (excluding salvage and subrogation).....\$ _____

The said loss did not originate by any act, design or procurement on the part of your insured, nothing has been done by or with the privity or consent of insured to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss, no property saved has in any manner been concealed, and no attempt to deceive the said insurer as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

I understand that this insurance (policy) is issued Pursuant to the National Flood Insurance Act of 1968, or Any Act Amendatory thereof, and Applicable Federal Regulations in Title 44 of the Code of Federal Regulations, Subchapter B, and that knowingly and willfully making any false answers or misrepresentations of fact may be punishable by fine, imprisonment, or both under applicable United State Codes.

Subrogation - To the extent of the payment made or advanced under this policy; the insured hereby assigns, transfers and sets over the insurer all rights, claims or interest that he has against any person, firm or corporation liable for the loss or damage to the property for which payment is made or advanced. He also hereby authorizes the insurer to sue any such third party in his name.

The insured hereby warrants that no release has been given or will be given or settlement or compromise made or agreed upon with any third party who may be liable in damages to the insured with respect to the claim being made herein.

The furnishing of this blank or the preparation of proofs by a representative of the above insurer is not a waiver of any of its rights.

I declare under penalty of perjury that the information contained in the foregoing is true and correct to the best of my knowledge and belief.

Executed this _____ day of _____, 20 ____

Signature _____
 INSURED

Signature _____
 INSURED