



FINAL SURVEY REPORT

<u>Our Ref No.:</u>	<u>Insurers Ref</u>
15393/ICICI/20-21	Insured Name: Rudrapratap Indian Logistics Pune Pvt. Ltd.
	Policy No.: 1001/176019219/00/000
	Claim No.: FIR026405195
	Date of loss: 14 th May & 3 rd June 2020
Report Date: September 28, 2020	Date of survey: 17 th May & 1 st July 2020

*Survey report regarding claim preferred by **Rudrapratap Indian Logistics Pune Pvt. Ltd** for reported loss/damage to their property due to reported storm insured under **Standard Fire & Special Perils Policy***

1.0 INTRODUCTION

- 1.1 Rudrapratap Indian Logistics Pune Pvt. Ltd., Mumbai lodged a claim on account of a reported storm against loss/ damage to their property, on their insurer, ICICI Lombard General Insurance Co. Ltd., Mumbai under above referred Standard Fire & Special Perils Policy.
- 1.2 Insurer's appointed us on 16th May 2020 to carry out the survey and to issue the final survey report.
- 1.3 Our basic terms of reference were...
- To investigate into the circumstances leading to reported loss/ damage.
 - To assess the physical damage/financial loss said to have sustained by the insured.
 - To determine the causative factors and also to evaluate the insured peril/liability of insurers vis-à-vis policy conditions.

- 1.4 Pursuant to above instructions, we visited the insured's premises situated at Rudrapratap Indian Logistics Pune Pvt. Ltd., Bldg. A, Gat no: 314, 316-234, Village Yelowadi, Taluka Khed, Dist. Pune, Maharashtra on 17th May 2020. The entire premises was inspected and photographed. In continuation, the insured was requested to submit to us the relevant claim papers in support of the claim vide email dated 19th May 2020. This was further followed-up by various reminders, however no documents were received in support of the claim. Thereafter, on 3rd June 2020, there were additional damages to the insured's property due to cyclone. The insured intimated the same to the insurers vide mail dated 5th June 2020. After various reminders, the insured vide mail dated 20th June 2020 submitted us a quotation for reinstating the damages. A joint visit along with the repairer was arranged on 1st July 2020 to confirm the damages.
- 1.5 Various discrepancies were noticed in the insured's quotations as compared to the actual damages at the site. These discrepancies were highlighted to the insured vide mail dated 1st July 2020 & the actual damaged quantity (based on our inspection/ measurement) was also conveyed. Thereafter, as we did not receive any revert from the insured on our observations, we shared the assessment to them vide mail dated 14th July 2020. The insured was not in agreement with the working, however, they did not provide any revert on mail & only verbal disagreement was conveyed. The insured vide mail dated 12th August 2020 provided the revised quotations. The new quotations were completely different from the initial quotations. These differences were not comprehensible. Nevertheless, being a claim arising out of natural cause, in consultation with the insurers, a more liberal assessment was shared with the insured vide mail dated 19th August 2020, ignoring the incomprehensible/unacceptable revisions in the new quotation. However, no revert was provided by the insured on the revised working as well. Telephonic discussions were held with

the insured & their agents, during which the insured conveyed their disagreement on the revised working as well.

1.6 The major disagreement was in the quantity of colour coated sheets. It should also be noted that till date of issuance of this report, the insured had not started the reinstatement work. As the claim was pending for long time & the insured was not in agreement with assessed amount, the insurers advised us to release the report along with the assessment (without considering the reported damages to colour coated sheets) & the insured will have to start the reinstatement activity & establish the claimed damages to the colour coated sheets. After the reinstatement, the final assessment for the colour coated sheets will be done. This was verbally discussed with the insured & also explained in detail vide mail dated 12th September 2020. The insured vide mail dated 22nd September 2020 stated that their vendor missed out the damages of glass panels in warehouse A of 3200 sq. ft. (Rs. 12,80,000.00) and requested to add the same in the assessment. The insured's claim for reportedly missed out quantity of glass panels of warehouse A was not justifiable as we had physically measured the damaged area & accordingly assessed the quantity. Hence, as advised by the insurers, we are issuing are report without considering the quantity of colour coated sheets in the assessment.

1.7 Details of the survey:

- a) Observations made by us during our inspection;
- b) Documents submitted by the insured during our survey
- c) Discussions held with and explanations offered by the insured

1.8 Based on the above we submit our findings, recommendations as under for the consideration of the insurers...

2.0 POLICY PARTICULARS

2.1 The insured had covered the asset under standard fire & special perils policy. The details are as under....

- 2.2 Insured : Rudrapratap Indian Logistics Pune
Pvt. Ltd.,
Modi House No. 2, 5th Floor, Opp.
R.T.O. Office, Eastern Express
Highway, Thane-W,
Maharashtra Pin- 400601
- 2.3 Insurers : ICICI Lombard General Insurance
Co. Ltd.,
ICICI Lombard House, 2nd Floor, 414,
P Balu Marg, Near Siddhi Vinayak
Temple, Prabhadevi,
Mumbai- 400025
- 2.4 Type of Policy : Standard Fire & Special Perils Policy
- 2.5 Policy Nos. : 1001/176019219/00/000
- 2.6 Period of Insurance : 24/07/2019 To: 23/07/2020
- 2.7 Interest : Building
- 2.8 Total Sum Insured : Rs. 7,87,50,000.00
- 2.9 Item Affected with sum insured : **Building**: Rs. 7,87,50,000.00
- 2.10 Occupation : Industrial warehouse
- 2.11 Location of Risk : Bldg. B, Gat no: 314, 316-234,
Village Yelowadi, Taluka Khed, Dist.
Pune, Maharashtra-410501
- 2.12 Excess : 5% of claim amount subject to a
minimum of INR **25,000/-**
- 2.13 Add On Covers : Earthquake cover
- 2.14 Clauses :
 - Designation of property clause
 - Reinstatement value clause
 - Local authorities clause

3.0 ABOUT THE INSURED

- 3.1 Indian Corporation Group is one of the prominent developers of warehousing and logistic facilities in India. In a span of one and a half decade the Group has completed approx. 20.00 million sq. ft. of warehousing projects and created a reputation for quality in logistic parks and supply chain managements. They have warehouses at Bhiwandi, Pune, Ahmedabad & Hyderabad. The group's chairman is Mr. Rudrapratap Tripathi. Their services includes, warehouse construction, warehouse on lease & for sale & also PMAY (Pradhan Mantri Awaas Yojana initiative of the government.

4.0 DESCRIPTION OF THE RISK

- 4.1 The risk is situated at Bldg. B, Gat no: 314, 316-234, Village Yelowadi, Taluka Khed, Dist. Pune, Maharashtra. Inside the compound there are total two warehouses (A & B) of identical type of construction but the sizes are different. The total area as per site layout plan is around 1,12,500 sq. feet. The warehouse has a considerable plinth height. The side walls are made up of burnt bricks. Upon which two layers of glass panels are fixed using aluminum frames on the two sides (front facing sides) & then coated sheet cladding is fixed above it. On other two sides the entire height above the burnt brick walls is covered using coated sheet cladding. The roof is made up of coated sheets fixed on MS frame work. Multiple docks are provided on the front side in order to facilitate loading/ unloading operations. The warehouses were leased to Reliance Industries (Jio) who store the goods related to transmission & mobile networking at the warehouse.

5.0 INCIDENT

- 5.1 As mentioned earlier, there were two separate incidents which

caused damages to the insured's property. The first incident took place on 14th May 2020, during which the Chakan region witnessed heavy rain fall coupled with stormy winds. Various claims were reported from the region due to the said incident. The insured's premises as well as the surrounding area were also affected. Some of the glass panels were found cracked & broken. Subsequently some of the panels collapsed along with aluminum frame. Roofing sheet at one place were seen uprooted from the fixing screw. The damages were jointly inspected along with the officials of lessee (i.e. Reliance Jio).

- 5.2 The second incident took place on 3rd June 2020. The cyclone Nisarga had made landfall on 3rd June 2020 & various parts of western Maharashtra such as Alibaug, Raigarh, Pune, Navi Mumbai etc. had witnessed heavy rainfall & stormy winds. The incident was reported in various newspapers all across the country & also covered by Indian Metrological Department (the detail report/ analysis is available on their official website). Various claims were reported in Pune district due to the cyclone. The insured's premises which was already affected in the first incident suffered additional damages to the glass panels.

6.0 OUR INSPECTION & EXTENT OF DAMAGE

- 6.1 On receipt of the intimation, we had contacted the official concerned (of Reliance Jio) who was working at the site. We arranged the visit on 17th May 2020, during which the entire premises was thoroughly inspected & photographed. The site official had already prepared a list of damages. Still, we again inspected all the damages of both the warehouses & jointly recorded the damages. The side glass panels were found cracked & broken. At one place the roofing sheet were slightly uprooted from the fixing screw. The insured was advised to provide repair quotations. However, despite various

reminders, the insured did not provide any revert.

6.2 Thereafter, on 3rd June 2020, due to cyclone there were few more damages to the warehouses. Insured was advised to provide quotation for the damages. Insured vide mail dated 20th June 2020 provided us the quotations. The total amount was as under...

- **Quotation no-FRS6710:** Rs. 35,79,412.00
- **Quotation no-FRS6711:** Rs. 25,14,875.00
- **Total of above:** Rs. 60,94,287.00

We advised the insured to arrange a joint site visit along with the repairer/ contractor so that the damages can be confirmed vis-à-vis the quotation.

6.3 On 1st July 2020, we arranged a joint visit along with the repairer Mr. Salim Rehmani of Faisal Roofing Solution Pvt. Ltd. As informed by the contractor, the two quotations which were given were having items of both the warehouse (A & B) and as per their inspection, they had suggested few additional items (which were not present in original construction) in order to prevent such losses in the future. The items for additional support as per the quotation are as follows:

1. U Cap (Quotation no: FRS6710)
2. Butyl tape (Quotation no: FRS6710)
3. Purlin 2 mm thickness (Quotation no: FRS6711) - for glass frame

The total amount of the above three additional items was **Rs. 7,77,915.00** from the total quotation value of Rs. 60,94,287.00. Apart from the above, the coated sheets and polycarbonate sheets were recommended for replacement. However, no such damages were observed to the coated sheets and polycarbonate sheets. This was highlighted to the contractor as well. Upon which the contractor informed us that the quantity was taken on a lum sum basis based on their inspection & it was recommended as a safety measure. Glass and its frame which was damaged was also part of the quotation. Hence, we had suggested to jointly carry out the inspection and

quantification of actual damages due to the incident. However, the contractor declined to do so and left the premises. They suggested us to inspect and quantify the damages independently.

6.4 Accordingly, we carried out a detailed inspection of both the warehouses and the damaged quantity was measured and noted down. The glass and its frame were majorly affected in both the incidents. The quantity was measured and recorded for both the warehouse. The entire roof shed was inspected and photographed. No damages were observed to the coated sheets. It was informed that the coated sheets at few places were slightly loose and these were refitted. It was also informed that 4 polycarbonate sheets (2 in each warehouse) were damaged and were replaced in order to prevent rainwater ingress inside the warehouse. Rest sheets were found unaffected. Our above observations were conveyed to the insured on mail on the same day and the quantity working was also shared. However, insured did not provide any revert on the same. Thereafter, we had shared the assessment based on our above observations to the insured on 14th July 2020.

6.5 The insured was not in agreement with the shared assessment, however did not provide revert on the mail. During such discussions, the insured had informed that some of the roofing sheets were replaced prior to our visit. We had advised the insured to provide details of the same with supporting documents. After various reminders (telephonic as well as on mail) the insured provided us revised quotations on 12th August 2020 as under...

- **Quotation no-FRS6710:** Rs. 27,28,750.00 (warehouse B)
- **Quotation no-FRS6711:** Rs. 35,40,118.00 (warehouse A)
- **Total of above:** Rs. 62,68,868.00

The above quotations were different from the earlier ones & the additional items which were present in the earlier quotations were removed from this quotations. Instead the quantity of sheets was

increased. No supporting documents/ justifications were provided by the insured for such incomprehensible/ unreasonable revisions in the new quotations. Nevertheless, being a claim arising out of natural cause, in consultation with the insurers, a more liberal assessment was shared with the insured on 19th August 2020, ignoring the incomprehensible/ unacceptable revisions in the new quotation.

- 6.6 The insured was not in agreement with the revised assessment as well. However, they did not provide revert on record/ mail. Even after various discussions with the insured & their agents, the matter could not be concluded. The major difference was in the quantity of coated sheets. As the claim was open for long time, the insurers advised us to release the report without considering the quantity of coated sheets in the assessment. The assessment for the coated sheets will only be done after the insured reinstates the damages & also establishes the damages to the roof. This was conveyed to the insured in detail on mail dated 12th September 2020.

7.0 CAUSE OF DAMAGE

- 7.1 As mentioned in the section 5.0 of this report, there were two separate incidents in which the insured's property got damaged. In the first incident of 14th May 2020, the Chakan region witnessed heavy rainfall along with stormy winds which caused damages to various properties/ flex boards etc. Various claims were reported in the area during the same period. On 3rd June 2020, cyclone Nisarga had caused havoc in the Pune & Raigarh district due to relentless rains with stormy winds. Many properties suffered severe damages. The electricity supply was disrupted as the electricity poles were also collapsed. The insured's property was also affected in the incident.

- 7.2 Thus, based on our inspection & information gathered the cause of damage is attributed to **storm**.

8.0 INSURED'S CLAIM VIS-À-VIS ADMISSIBILITY

8.1 Insured has lodged a claim for **Rs. 62,68,868.00** towards damages to the building/ warehouse.

► POLICY DETAILS

• Peril	Storm
• Date of loss	14 th May 2020 & 3 rd June 2020
• Policy No period	24/07/2019 To: 23/07/2020
• Location	Bldg. B, Gat no: 314, 316-234, Village Yelowadi, Taluka Khed, Dist. Pune, Maharashtra-410501

8.2 The operated peril and affected location are covered under the policy. The policy was effective as on date of loss. Thus, the claim lodged by the insured falls within the purview of the policy issued to and held by the insured.

9.0 ASSESSMENT OF LOSS

9.1 Our assessment of loss is based on our inspection & documents submitted by the Insured. The supporting documents are enclosed with the report.

9.2 Following points are crucial from the point of view of assessment of loss.

► Building

- I The insured has provided only the quotation in support of the claim. The loss is assessed based on the quotation & our observations. As mentioned earlier, the coated sheets are not considered as of now. Remaining items (ventilator & polycarbonate sheets) are considered as per the quotations. The glass panels are considered as per actual measured area. Proportionate GST amount is also considered as the insured cannot avail set off on the same.

(-) Depreciation

- II The policy is on reinstatement basis however, the insured has not carried out reinstatement. Hence, depreciation is applicable. The exact age of the warehouse is not known hence lumpsum deduction of 6% is made.

(-) Salvage

- III Insured has not provided any salvage value. We have deducted likely realizable value of Rs. 1500.00 towards salvage.

(-) Underinsurance

- IV The insured has not shared capitalization details or approved layout plan. We have taken the area from the site layout plan and worked out the reinstatement value which was further depreciated to arrive at the market value. The property was found to be adequately covered. Please refer assessment annexure for detailed working.

(-) Excess

- V As per policy, the excess applicable is 5% of claim amount subject to a minimum of **Rs. 25,000/-**. The same is applied twice (for two incidents) and accordingly, the amount of Rs. 77,033.08 is deducted.

- 9.3 The net assessment of loss is worked out as **Rs. 87,816.00/-**.
The detailed working is attached as **Annexure** to the report.
Our assessment has been explained/ shared to the insured vide email dated 12th September 2020.

10.0 WARRANTIES

- 10.1 We have not observed any breach of general or specific warranties attached to the Policy issued to & held by the insured.

11.0 CONCLUSIONS

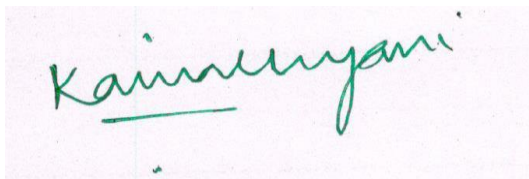
- 11.1 The cause of loss is storm the peril that is covered under the scope of policy issued to & held by the insured. Thus, the claim falls within the purview of the policy & is tenable.
- 11.2 As mentioned in the earlier sections of the report, the insured was not in agreement with the assessments. The major disagreement was in quantity of coated sheets. In order to avoid further delay, insurers advised us to release report without considering the coated sheets quantity. The assessment is worked out accordingly and is attached along with this report. The insured is advised to start the reinstatement work & also to establish the damages to the coated sheets. The detail process is explained to the insured vide mail dated 12th September 2020 (which is also enclosed with this report). The final assessment of coated sheets will be carried out after the reinstatement is completed & the proof of the reinstatement (invoice, payment receipts) are provided to us.
- 11.3 If insurers admit their liability payment may be made as assessed in the report.

12.0 This report is issued without prejudice, to the best of our knowledge & subject to terms, conditions exceptions of the policy issued to & held by the insured.

13.0 DECLARATIONS

1. *We hereby declare that the photographs of the affected property as detailed in our report were snapped by us by our Digital Camera and uploaded on our Office Computer. These were got printed in our office printer and are not manipulated.*

2. *We hereby declare that we have no interest in the subject matter in question and reported as above. We are neither related to the Insured nor the business either by blood, business or share-holding of whatsoever nature.*



K. R. Biyani

Kamal Biyani Associates

License No. SLA 34365 valid till 27.11.2022

Encl:

- Assessment as annexure
- Quotations
- Photographs
- Our fee bill