



## **FINAL SURVEY REPORT**

<b><u>Surveyor Ref:</u></b>		<b><u>Insurers' Ref:</u></b>	
<b>No:</b> 14873/ICICI/19-20		<b>Insured Name:</b> Gauri Collection	
<b>Report Date</b>	25 <sup>th</sup> November 2019	<b>Policy No:</b> 1001/174360307/00/000	
		<b>Claim No:</b> FIR002105317	

### **STRICTLY CONFIDENTIAL & PRIVILEGED FOR THE USE OF INSURERS AND THEIR LEGAL ADVISORS ONLY**

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*Survey report regarding claim preferred by Gauri Collection for loss/damage to  
their property insured under Standard Fire & Special Perils Policy*

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#### **1.0 INTRODUCTION**

- 1.1 M/S. Gauri Collection preferred claim on ICICI General Insurance Co. Ltd., for loss/damage to property due to flood & inundation. The property was insured under Standard Fire & Special Perils Policy.
- 1.2 The Insurers appointed us on 12<sup>th</sup> August 2019 to conduct the survey for the reported loss/damage.
- 1.3 Our basic terms of reference were...
- a) To investigate into circumstances leading to reported loss/damage.
  - b) To assess the physical damage/financial loss said to have been sustained by the insured in the reported accident.
  - c) To determine the liability of the insurers vis-à-vis policy conditions.

1.4 Pursuant to above instructions, we visited the insured's premises situated at G M N O 1 9 1 5 / 1 Gat No 1 7 5 2 / 3, Mainroad, Bhilawadi, Tal Palus Sangli, Maharashtra-416303, The premises were inspected thoroughly. It was reported that there was inundation at their premises. Water level at surrounding area of Insured premises was around 10 ft. Inside the insured premises the water level was about 4ft. Most of the water had already receded during our visit, however, the water level marks were clearly visible on and around the premises. Thereafter, we had requested insured to provide the requisite documents. On receipt of minimum available documents, we are issuing the final report.

1.5 Based on

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

1.6 We submit our findings observations, recommendations as under, for the consideration of the Insurers...

## **2.0 POLICY PARTICULARS**

- 2.1 Insured : Gauri Collection  
Pop- Tanaji Bhau Aarate Ac 8264 And  
8091,  
Bharati Sahakari Bank Ltd,  
Bhilawadi Branch, Bhilawadi,  
Sangli 416303.
- 2.2 Insurers : ICICI Lombard General Insurance Co.  
206-219 Sohrab Hall,

		Opp to Pune Railway Station, Pune 411001.
2.3	Type of Policy	: Standard Fire & Special Perils Policy
2.4	Policy No.	: 1001/174360307/00/000
2.5	Period of Insurance	: June 28, 2019 to June 27, 2020
2.6	Occupancy	: Shop dealing in nonhazardous goods.
2.7	Total Sum Insured	: Rs. 2,500,000.00
2.8	Item Affected	: Finished goods- Rs. 2,500,000.00
2.10	Risk Location	: G M N O 1 9 1 5 / 1 Gat No 1 7 5 2 / 3, Mainroad, Bhilawadi, Tal Palus Sangli, Maharashtra-416303,
2.11	Policy Excess	: 5% of claim amount subject to a minimum of INR 10,000/-

### **3.0 INCIDENT**

It is a matter of common knowledge that Kolhapur, Sangli, Satara and adjoining cities in Western Maharashtra were flooded due to incessant torrential monsoon rains from 4<sup>th</sup> August 2019 onwards. The incident was covered by various news channels and print media across the nation. Insured's shop was also flooded in the incident. We have gathered that the water level reached around 10-11 feet height around the insured's premises due to flooding/inundation. Stocks stored in Insured's shop were submerged into the muddy/contaminated water for 9 days. Thus stagnated flood water receded on 13<sup>th</sup> August 2019.

### **4.0 CAUSE OF DAMAGE**

4.1 Heavy rains poured in Maharashtra (Bhiwandi, Kolhapur, Sangli, Karad, Ichalkarancji, Pune etc) Kerala & other many states from 26<sup>th</sup> July 2019 to 12<sup>th</sup> August 2019. Due to this flood situation occurred at many places. The

incidence is well reported in TV and print media all over the countries. Due to this, water logged at insured's named location.

- 4.2 Thus, based on our observations and information provided to us, the cause of loss could reasonably have attributed to **flood**.

## **5.0 OUR OBSERVATIONS & EXTENT OF DAMAGES**

### **► Description of The Risk**

- 5.1 The insured has a retail shop dealing in women's and men's readymade garments/ clothing and imitation jewellery. The risk is located in double storied (G+1) RCC building situated at Mainroad, Bhilawadi, Tal Palus Sangli, Maharashtra-416303.

### **► Observations**

- 5.2 We carried out the survey on 17<sup>th</sup> August 2019, after the water level in the insured premises had receded. The entire street was covered with mud, various types of debris which had left behind after the flood water had receded. We carried out the survey on 17<sup>th</sup> August 2019. The insured is dealing in various types of garments. Insured's shop is all most 8 ft above the road level. The water level was around 10 ft outside & 4 ft inside. The stock was drenched in water and mud. The damages can be broadly elaborated as under:

- Various cloths such as children ware, male and female dresses, inner wears school uniforms were found water affected. The mud marks and water marks observed on the cloths.
- Imitation jewellery items were found damaged due to flood water.
- The FFF and printer, laptop etc. were also found affected. The inner painting of the building was also got affected.

Insured was advised to clean the premises and segregate the damaged items and prepare the list of final damaged quantity for our final verification. Affected cloths and imitation jewellery were sent for drying purpose to minimize the loss.

5.3 Accordingly, upon receipt of the schedule/ list, we once again visited the insured's premises on 23<sup>rd</sup> August 2019. The stock was inspected as per the list provided to us. Various types of *men's and women's inner wear, Children wear, ladies Ghagra, odhani, T shirts, Scarf*, etc. were found drenched in flood water. Mud stains were seen on the garments, which render them unfit for its intended use. The stock was emanating foul odor as these were submerged under water for almost 9 days. The external packing of paper and plastic was also damaged. The men's wear such as jeans, pants, shirts etc. were also soaked in water and mud stains were present on them. The stock was not fit for sale due to the stains and odor and would not realize any value other than scrap value. The water soaked and contaminated clothes could not be sold as brand new ones. During inspection the final quantity of loss was ascertained & assessed the loss accordingly.

5.4 Thus, the liability, if any, is limited to the assessed quantity only.

## **6.0 INSURED'S CLAIM VIS-À-VIS ADMISSIBILITY**

6.1 The insured had lodged their claim for **Rs. 2809750.00** for damages to stock of cloths and jewelry. The detailed claim statement is attached to the report.

6.2 The claim is lodged under Standard Fire & Special Perils Policy. The operated peril – flood-inundation – is covered under the policy. The policy was effective as on date of loss & location is covered under the

policy. Thus, the claim lodged by the insured falls within the purview of the policy issued to and held by the insured.

## **7.0 ASSESSMENT OF LOSS**

7.1 Our assessment of loss is based on our inspection & documents submitted by the Insured. The supporting documents are enclosed with the report. Following points are crucial from the assessment of loss point of view. ..

- ▶ As per insured, the total stock as on date of loss was Rs. 40,00,000.00 out of which Rs. 11,90,250- was safe and remaining Rs. 28,09,750.00 was affected/claimed. During the survey, the detailed list of the affected items was physically prepared. We have confirmed claimed quantity at the time of our inspection. All the purchase bills were washed out/drenched in the flood. These were not retrievable. Hence, the rates are considered on the basis of the list provided by the insured. On sample basis these were verified during our inspection and through market inquires. Still we have deducted 15% against quantity and rate variance. Accordingly, deduction of **Rs. 421462.50** was made in the assessment.

### **▶ Salvage**

7.5 The damaged items were not fit for the intended use. We have deducted 15% towards salvage. Accordingly, deduction of **Rs. 358243.13** was made in the assessment. It may be noted that the insured had claimed Rs. 268665.00 for washing as well garments lost in this process. The salvage is net of this expenses also.

### **▶ Depreciation**

7.6 Being stock, depreciation is not applied.

► **Underinsurance**

The total stock as on date of loss as Rs. 4,000,000.00. Sum insured availed for the stock is Rs. 2,500,000.00. Thus stock is Thus the stock is underinsured & percentage of the underinsurance works out to **37.50%**. Accordingly, deduction of **Rs. 761266.64** was made in the assessment.

► **Excess**

7.8 The applicable excess 5% of the claim amount sub to min of Rs. 10,000/- is deducted.

7.9 The assessment of loss works out to **Rs. 1205339.00** The detailed assessment is attached as **Annexures** to the report.

The assessment has been explained to the Insured, who have given their written consent for the same vide mail dated **24<sup>th</sup> November 2019**.

**8.0 WARRANTIES**

8.1 We have not observed any breach of general or specific warranties attached to the policy issued to & held by the Insured.

**9.0 CONCLUSIONS**

9.1 The cause of loss is flood/inundation, 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.

**10.0** This report is issued without prejudice & subject to the terms, conditions and warranties to the policy issued to & held by the insured.

## 11.0 **DECLARATION**

- *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-house and are not manipulated.*
- *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 27.11.2019

**Encl:**

- *Assessment as annexure*
- *Consent mail*
- *Incident narration*
- *Balance sheet*
- *Claim bill*
- *Photographs*
- *Our Fee Bill*