Terms & Conditions

Policy Coverage:

Financial loss caused due to an item being lost or damaged during transit within India. Coverage starts from point of dispatch and ends at customer delivery point as per address on invoice. In case of non-delivery, the same is covered until the item arrives back at the dispatch point. It is necessary for the assured when they become aware of an event which is "held covered" under this Secured to give prompt notice to the Company and the right to such cover is dependent upon compliance with this obligation. In the event of loss or damage that may result in a claim, immediate notice must be given to the Company.

Goods Covered:

Upon consignment said to contain Health and Beauty products, Fashion Apparels, electronic, automobiles, and accessories, Home, lifestyles, and gifts, food and groceries, books, music and entertainment, sports, hobbies, toys, mobile accessories, medicines, green coffee, tools and hardware, educational contents, back cover of mobiles, stationery, pet supplies, herbal products, printer cartridges, ink, toner, label types, mobiles phones, artificial/imitation Jewellery.

List of excluded commodities:

- Bulk shipment unless carried in ISO Tank containers or purpose-built road or rail tank conveyance,
- Bloodstock, livestock and living creature,
- Bottled spirit, Alcohol spirit for consumption,
- Cigarettes,
- Deeds, securities, treasury notes, and the like excluding Passports
- Designs, patterns, plans, manuscripts and all such documents,
- Money (Including bank notes and coin currencies)
- Precious stones and metals (Including but not limited to bullion, jewelry, gold, silver coins and such precious items/articles)
- Stamps, Duty Stamps, Tickets and the like
- Motor vehicles, aircraft, water-craft and the like
- Arms, ammunitions, and explosives
- Cement
- Charity goods and/or humanitarian aid
- Temperature Sensitive Cargo
- Household goods and personal effects excluding those belonging to the official of the clients named in the policy,
- Used item, Second-hand items/Refurbished items /equipment will not be covered in the policy,
- Prototypes and one-of-a-kind interest
- Hazardous goods
- Explosives
- Gases (Including compressed air of gas appliances)
- Indian Postal Articles
- Fragile Goods.
- Flammable Cargo / Poisonous / Toxic Articles
- Radioactive materials /Corrosive Materials
- Chemicals and Powers if not accompanied by chemical analysis report and Material safety data sheet and Non- DGR declaration.
- Inclusion of Work of Art with the following conditions:-

- ❖ For: Cargo Description: Work of Art / painting
- ❖ Packing: Professionally packed
- ❖ Basis of valuation: Valuation report by an authorized art gallery

- Unexplained shortages or shortages out of sound packing are not covered.
- Mysterious disappearances are not covered.
- Conditions: In case of partial loss, the claim will be settled based on the classification of actual damage. In case of total loss, the claim will be settled based on the valuation report.

(The above list is not exhaustive and it might change time to time.)

Cover Clauses:

All Risk – Air / Rail / Road / Sea /Courier

1. Institute Cargo Clauses (Air) (excluding spendings by Post) 01.01.1982 Clause No. ILU CL259
2. Courier Clause or Parcel Clause (By Courier) All Risks
3. Inland Transit (Rail or Road) Clause-A (All Risks)
4. Strikes Riots and Civil Commotions Clause (Inland Transit not in conjuction with Ocean Going Voyage)
5. Institute Strikes Clauses (Air Cargo) 01.01.1982 Clause No. ILU CL260
6. Not added in Inland transits– Institute War Clauses (Air Cargo) (excluding sending by Post) 01.01.1982 Clause No. ILU CL 258
7. Institute Cyber Attacks Exclusion Clause 10.11.2003 Clause No. ILU CL380
8. Institute Radioactive Contamination, Chemical, Biological, Bio- chemical and Electromagnetic Weapons Exclusion Clause 10.11.2003 Clause No. ILU CL370
9. Sanction Limitation and Exclusion Clause 11.08.2010 Clause No. JC2010/014
10. Termination of Transit Clause (Terrorism) 23.05.2012 Clause No. JC2001/056
11. Private Carriers Warranty/ Limitation of Liability Clause
12. Important Notice Clause
13. Communicable disease exclusion (cargo) jc2020 – 011 cargo

Condition Descriptions:-

Limitation of liability: The insurer’s liability is limited to maximum of “up to 100% of the Invoice value”. Kindly note that this will be limited by the value declared by the seller at the time of creating order and subscribing SR Secure service. The maximum value of a single shipment under the policy is limited to INR 4,76,190/-.

Deductible: The deductibles will be dependent on the final amount being approved for claim settlement based on the validation which will be up to 100% of the consignment value for secured shipments amounting up to INR 27,000. For the shipment amounting to higher than INR 27,000, a fair value up to 80% of the consignment value will be eligible during claim settlement.

Documentation to submit claim request:

To enable claims to be dealt with promptly, the assured are advised to submit all available and requested supporting information and documents without delay, including but not limited to the following:

- PAN card/number details.
- Bank account details of the registered entity (to be updated on the Shiprocket’s system/panel), Details of the concerned product(s), including but not limited to brand name, model no., IMEI number, etc based on the product nature.
- Manifest/digital stamp proof from ShipRocket’s system
- Product images required (In case of Damage/Destroyed Shipment)
- Shipping label and invoice copy of the item for which claim is being raised.

- Product information on the invoice should be accurate & correct as per the actual shipped item.
- Purchase invoice of the item or GST sale invoice
- Letter of Subrogation for claims above INR 1 lac
- Airway Bill No / LR / RR
- Any other document as required by third party surveyor based on the situations of claim.
- Self-survey till INR 20,000/- claim amount. Surveyor shall be appointed for claims more than INR 20,000/- and any other requirement can be checked on case-to-case basis.

Claim Clause:

- No claim for loss /damage will be admitted if proved to be due to incorrect/ambiguous/insufficient address on the package,
- The item to be considered as delivered once it is delivered either at the security / other place confirmed by the customer.
- Claims won't be covered if the customer asks for the delivery at a different location other than the mentioned address on the package and the shipment gets lost or damaged.
- Settlement up to 90% of assessed in case recovery rights are prejudiced (applicable for consignment value above INR 1 lac) Warranted that losses during Intentional Storage are excluded from the scope of cover under the policy. Shipment should not be disposed by the user as it will be subject to handover to the surveyor in order to release the claim.

Exclusions:
(General exclusion clause)

The Company shall not be liable for:

- Loss, damage, or expense attributable to willful misconduct of the secured.
- Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject- matter Secured;
- Loss, damage, or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter secured (for the purpose of this clause "packing" shall be deemed to include stowage in container or lift van but only when such stowage is carried out prior to attachment of this Secured or by the Secured or their servants) ;
- Loss, damage, or expense proximately caused by delay even though the delay be caused by a risk secured against.
- Loss, damage, or expense caused by inherent vice or nature of the subject-matter Secured.
- Loss, damage, or expense arising from the use of any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter.

(War exclusion clause)

- The Company shall not be liable for loss, damage or expense caused by:
- War, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
- Capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat; or
- Derelict mines, bombs, or other derelict weapons of war.

(Strike exclusion clause)

- The Company shall not be liable for loss, damage, or expense:
- caused by strikers, locked-out workmen or persons taking part in labour disturbances, riots, or civil

commotions;

- resulting from strikes, lockouts, labour disturbances, riots, or civil commotions; or
- caused by any terrorist or any person acting from a political motive.

Standard Terms And Condition:

1-Incontestability and Duty of Disclosure

The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Secured or any one acting on his behalf to obtain any benefit under this policy.

2-Incontestability and Duty of Disclosure

The Secured shall take all reasonable steps to safeguard the interests of the Secured against accidental loss, or damage that may give rise to the claim.

3-Records to be maintained

The Secured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Secured shall within one month after the expiry of each period of Secured furnish such information as the Company may require.

Claim Documentations:

To enable claims to be dealt with promptly, the assured are advised to submit all available and requested supporting information and documents without delay, including but not limited to the following:

- Mandate Documents Require for claim settlement: -
- Seller's Bank details (A/c No, A/c beneficiary name, IFSC code)
- CKYC details (PAN Card no, Aadhar Card no. Date of Birth, Date of incorporation).
- Product Description wherever required basis claim validation.

Note: The above documents need to be submitted within 48 hrs from the Lost/Damage date & failing to provide the same will lead to rejection of the claim.

The above terms & conditions are indicative in nature, and other/additional terms & conditions of the secured policy as set out by the concerned Insurer/Secured company from time to time shall also be applicable.
The maximum value of a single item under the policy is limited to INR 4,76,190/.

Deductible: A deduction on claim amount will be applied for each and every invoice / AWB number wherever basis claim validation & will be subjective.

Note – The claim will be settled on product value only excluding GST , Shipping Fee or any kind of discount applied while creating the order.

Company reserves the right to terminate, modify or change these T&Cs at any time by providing appropriate notice on the Company's website/app/platform or through email/WhatsApp/etc., and you shall be liable to update yourself on such changes. Your continued usage of the services after any change is posted constitutes your acceptance of the amended T&Cs.

These T&Cs shall be construed in accordance with the applicable laws of India, and the Courts at New Delhi shall have exclusive jurisdiction in relation to any proceedings/dispute arising out of these T&Cs.