

PARCELS

Terms & Conditions

1. Compensation

Should you need to make a compensation claim for loss, damage or delay of an item sent by Isle of Man Post Office, please complete all of the claim form. A form can be downloaded from our website, obtained by calling our Customer Services team on (01624) 664664, or collected from your local Post Office Counter.

Send completed forms to: Isle of Man Post Office, Customer Services, Freepost 1167, Douglas, ISLE OF MAN, IM87 6DL.

The claim must be accompanied by the original Certificate of Posting, available free of charge at the time of posting, or the receipt for the specialised service offering higher levels of compensation. Written evidence of market value or the cost of lost or damaged contents will also be required.

Isle of Man Post Office may make any enquiries it considers necessary to satisfy itself as to the validity of a claim. Claims may only be submitted as follows:

- For items posted to IOM, UK or Channel Islands addresses, not before 15 days and no later than 80 days after sending
- For items posted to international addresses, not before 25 days and no later than 180 days after sending

Appeals against claim settlement decisions must be made in writing within 30 days of receipt of the claim settlement letter, to the address shown in that letter.

Collectable items which have appreciated in value because of rarity or being out of production are not excluded from cover, but compensation for loss or damage is limited to the actual price paid and shall not exceed the relevant Isle of Man Post Office compensation limit. Satisfactory written or printed evidence must be provided.

For an item sent using a Postal Delivered Duties Paid (PDDP) product, compensation does not include customs duty, import VAT, customs processing charges, handling charges, administrative charges, penalties, interest or other import-related amounts, except where Isle of Man Post Office expressly agrees otherwise in writing. Any claim remains subject to the compensation terms and limits applying to the underlying postal service.

2. Exclusions

Isle of Man Post Office will not provide compensation for loss or delay if:

- the claim is not made by the sender of the item;
- the correct postage was not paid;
- the item was not correctly or clearly addressed;
- the loss or delay was due to an omission by the sender or recipient;
- delivery was attempted but no-one was available to receive it;
- the delay was due to alternative delivery arrangements, including PO Boxes or Post Restante;
- the item was held up in Customs for formal entry clearance;
- the item was sent by another carrier or Postal Operator;
- the item was forwarded from the stated delivery address by a third party or redirection service;
- the item contained prohibited or undeclared restricted items;
- accessing the address was extremely difficult or put staff health and safety at risk;
- the loss or delay was caused by a failure or malfunction of a computer system as a result of computer viruses;
- the loss or delay was caused by industrial action by employees of a partner company;
- the item was addressed to a PO Box in a country where this is not acceptable;

- the item was delayed due to an Event of Force Majeure.
- customs data, commercial information, commodity codes, descriptions, values, origin information, Electronic Advance Data, licences, permits or supporting documentation supplied by or on behalf of the sender were incomplete, inaccurate, invalid, out of date or misleading;
- the sender selected PDDP for an item, product or destination that was not eligible for PDDP, or failed to comply with the applicable PDDP requirements;
- a customs authority, postal operator, customs representative, carrier or other third party requested further information or documentation and this was not supplied promptly and accurately;
- the PDDP model could not lawfully or operationally be used and the item was substituted to another customs clearance or delivery model, refused, returned, held, delayed or otherwise dealt with to meet legal or operational requirements;
- duties, taxes, fees or other import-related amounts changed, were reassessed, or could not be calculated at the time of posting.

In addition, the following goods are excluded from compensation unless sent by Special Delivery. For items marked **, compensation for loss, but not damage or deterioration, may be available:

- Antiques (objects over 100 years old);
- Articles made wholly of gold, silver or other precious metals;
- Ceramics such as ornaments and decorative china, resin and porcelain **;
- Diamonds and other precious stones;
- Glassware **;
- Jewellery, except imitation jewellery;
- Money and other negotiable monetary instruments;
- Negotiable documents;
- Perishable goods **;
- Stamps;
- Watches.

3. Consequential loss

Isle of Man Post Office does not offer compensation for consequential loss on any of its services. Isle of Man Post Office is not liable for any loss of profits, business revenue, goodwill or anticipated savings, whether direct, indirect, foreseeable or unforeseeable, arising from delay or failure in conveyance or delivery by an employee of Isle of Man Post Office or one of its partners.

This exclusion also applies to any customs debt, VAT, duty, tax, charge, penalty, fine, interest, loss, delay, cost or expense arising from inaccurate, incomplete, invalid or unauthorised customs information, or from the use, substitution, suspension or withdrawal of the PDDP model, except to the extent liability cannot lawfully be excluded.

4. Force Majeure

Isle of Man Post Office shall not be liable for breach of its obligations, compensation or refund for loss or delay resulting from an Event of Force Majeure. Such events are outside Isle of Man Post Office's control and include, but are not limited to, adverse weather, fire, flood, explosion, accident, traffic congestion, mechanical breakdown, obstruction of a public or private highway, terrorism, vandalism, government act, riot, war, act of God or industrial dispute.

Isle of Man Post Office will endeavour to make customers aware of an Event of Force Majeure, giving details of the circumstances, as much notice as possible, and a reasonable estimate of when it is likely to cease.

If an Event of Force Majeure continues for more than 30 days, Isle of Man Post Office may terminate any agreements and shall have no liability in respect of termination caused by the Event.

5. Damaged goods

Compensation is limited to the cost of repair or the actual price paid for the goods, whichever is lower, and shall not exceed the relevant Isle of Man Post Office compensation limit.

6. Postal Delivered Duties Paid (PDDP)

PDDP is a customs clearance and delivery model under which the applicable duties, taxes and specified import-related charges are intended to be collected from the sender rather than the recipient, subject to the product, destination and operational arrangements in force at the time of posting.

PDDP is available only for eligible products, items and destinations and is subject to the applicable product guide, price guide, customs requirements and any country-specific exceptions published or otherwise notified by Isle of Man Post Office. Availability is not guaranteed for every item or destination.

The sender must select PDDP when preparing the item and comply with all requirements applying to that model. If no model is selected, the selected model cannot lawfully or operationally be used, or the sender does not comply with the relevant requirements, Isle of Man Post Office or its delivery partners may apply another customs clearance or delivery model, refuse or return the item, or take other action reasonably required for legal or operational compliance.

The sender is solely responsible for ensuring that all customs data, commercial information, Electronic Advance Data and documentation are complete, accurate, valid, up to date and compliant with applicable law. This includes plain-language goods descriptions, commodity codes, quantities, values, currency, country of origin, sender and recipient details, licences, permits and supporting documents, as applicable.

Any customs validation, classification, screening or landed-cost tool made available to the sender is provided for guidance only. It is not customs, tax or legal advice and does not guarantee classification, valuation, the amount of duties or taxes, customs clearance or delivery. The sender must review and verify the output before posting.

The sender remains responsible for compliance with applicable customs, tax, sanctions, import, export and trade-control requirements and must not rely on Isle of Man Post Office, its partners or any software tool to monitor that compliance.

The sender authorises Isle of Man Post Office and its postal, customs and delivery partners to act, or appoint others to act, as customs representative, declarant or agent where required to transport, export, import, clear and deliver the item. This includes preparing, submitting, amending or withdrawing customs declarations and related documents, making or arranging payments, receiving communications, and undertaking post-clearance activity where reasonably required.

The appointment in clause 6.7 does not transfer ownership of the item or make Isle of Man Post Office or any partner the seller, importer or consignee except where expressly agreed or required by law. The sender remains responsible for the item and for the accuracy and completeness of all information provided.

The sender must promptly provide any further information or documentation requested by Isle of Man Post Office, a postal operator, customs representative, carrier or competent authority. Isle of Man Post Office is not liable for delay, loss or cost caused by a request for information or by a late, inaccurate or incomplete response.

If the sender becomes aware of an error or inaccuracy in customs information, the sender must notify Isle of Man Post Office immediately and provide all information reasonably requested. Isle of Man Post Office may, where reasonably practicable, seek to facilitate a correction, but does not guarantee that a declaration can be amended or that duties, taxes or other amounts will be reduced, refunded or returned.

7. PDDP charges, recovery and financial responsibility

In addition to postage and any service charge, the sender is responsible for all duties, import VAT, taxes, customs processing charges, handling charges, administrative charges, customs authority fees, storage charges, penalties, interest and other amounts arising in connection with a PDDP item.

PDDP charges may vary by destination, product, customs clearance model and delivery model. Published or quoted amounts may be estimates. Where law, customs authority requirements, exchange rates, operational requirements or third-party charges change, additional amounts may arise after posting.

Isle of Man Post Office or its partners may pay, arrange payment of, or authorise payment of an import-related amount where reasonably considered necessary to facilitate customs clearance, onward movement or delivery. The sender must reimburse Isle of Man Post Office on demand for any amount paid, incurred or becoming payable in connection with the item, including reassessments and post-clearance adjustments.

Any amount recoverable under this section may be invoiced or otherwise recovered from the sender in accordance with the applicable payment terms. Payment by Isle of Man Post Office or a partner does not amount to acceptance of liability for that sum.

Where the actual duties, taxes or charges are lower than an amount collected from the sender, any refund will be handled in accordance with the applicable product and refund arrangements. Isle of Man Post Office does not guarantee that a customs authority or partner will accept an amendment or make a repayment.

Isle of Man Post Office may restrict, suspend or withdraw PDDP for a product, destination, route, customer or posting profile where continued use would create legal, regulatory, operational, credit or financial risk. This may include requiring advance payment or financial security before accepting further PDDP items.

8. Prohibitions and restrictions

The sender must not send prohibited items and must comply with all restrictions applying to the item and destination country. Prohibitions and restrictions are available at www.iompost.com. The sender is responsible for checking the rules before posting.

Use of PDDP does not make a prohibited or restricted item acceptable and does not remove the sender's obligation to obtain any licence, permit, consent or other authority required for export, import or delivery.