

Customer Guide to
**Filing
Domestic
Insurance
Claims or
Registered
Mail
Inquiries**

Publication 122

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Update Notice

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*Customer Guide to Domestic Mail Claims and
Registered Mail Inquiries*

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This online version of Publication 122, published April 2005, is updated through September 29, 2005, with the following *Postal Bulletin* articles:

- ***Postal Bulletin 22164 (9-29-05)*** — revised to clarify the time limits for filing military claims, the wording for certain nonpayable claims, and the address for filing appeals with the Consumer Advocate.

Contents

Introduction	3
If You Purchased Postal Insurance	3
Who Can File	3
Damage or Loss of Contents	3
Complete Loss	4
Where to File	4
When to File	4
Claims for Damage or Loss of Contents	4
For a Lost Article	4
How to File	5
1 — Evidence of Insurance	5
2 — Evidence of Value	6
3 — Proof of Damage or Loss of Contents	8
4 — Proof of Complete Loss of Article	8
When to Expect Payment	8
What Else to Know	8
Postal Insurance Coverage	9
Payable Claims	9
Express Mail Payable Claims	11
Payment	13
What Is Not Payable	13
What to Do If Claim is Denied	17
Final Postal Service Decision	17
Questions and Answers	18
Get More Information	18
Online access to the DMM	19
Need Other Postal Information?	19

Publication 122

Introduction

This publication provides guidance for the submission of a claim on lost or damaged domestic mail covered by postal insurance. It explains who can file a claim, as well as where, when, and how to file it.

Despite our best efforts, mail is occasionally lost or damaged. To meet the challenges of the twenty-first century, we continue to transform the Postal Service™ and its processes. Part of this transformation is focused on improvements to our processes to prevent lost or damaged mail.

If You Purchased Postal Insurance

If you purchased insurance at the time you mailed your package, or if you mailed your package using Collect on Delivery (COD) service, Registered Mail™ with postal insurance, or by Express Mail®, these services provide compensation in case of loss or damage. This information also applies to domestic postal insurance purchased online for Priority Mail®, Express Mail, Parcel Post, Media Mail, and First-Class Mail® parcels. The information on the following pages tells what is covered by the insurance you purchased and steps you can take to recover the value of the articles you mailed, if they are lost or damaged.

Who Can File

Damage or Loss of Contents

Either the mailer or addressee may file a claim.

Note: If the mailer initiates the claim, then the addressee should retain the article including the container and packaging for inspection by the local Post Office™ and should *not* return it to the mailer. Failure to return it properly in accordance with Postal Service regulations could result in denial of the claim.

Complete Loss

Unnumbered Insured articles — Mailer only may file.

Numbered Insured, Registered Mail, COD, or Express Mail articles — Mailer or Addressee, whoever is in possession of the original mailing receipt may file.

Where to File

A claim may be filed at any Post Office, station, or branch. Claims do not have to be filed at the Post Office where the article was mailed or at the delivery Post Office.

When to File

Claims for Damage or Loss of Contents

A claim for damage or loss of contents should be filed immediately, but no later than 60 days from the date of mailing.

For a Lost Article

You must file a claim within the time limits in the chart below:

Type of Service	Claim may not be filed until....	Claim must be filed within....
Insured Mail	21 days	180 days
COD	45 days	180 days
Registered Mail	15 days	180 days
Registered COD	45 days	180 days
Express Mail	7 days	90 days
Express Mail COD	45 days	90 days
APO/FPO Insured (First-Class Mail, SAM, PAL, or COD)	45 days	1 year
APO/FPO Insured (Surface Mail)	75 days	1 year
after date of mailingfrom date of mailing

How to File

Obtain a PS Form 1000, *Domestic Claim or Registered Mail Inquiry*, from any Post Office or print one from our Web site at www.usps.com; click on *Find a Form*. Complete section A of the form.

The form asks for names and addresses of the mailer and addressee, date of mailing, amount claimed, and other information.

The information on the claim form is self-explanatory. Please complete all spaces that apply. If you have any questions or need assistance, a Postal Service employee will be glad to help you.

Take the form, along with (1) evidence of insurance, (2) evidence of value, (3) proof of damage, or (4) proof of loss (for unnumbered Insured Mail only) to any Post Office.

1 — Evidence of Insurance

Show that insurance, Registered Mail, COD, or Express Mail service was purchased for the article mailed.

Although it is best to submit the original mailing receipt if possible, any of the following are acceptable:

- a. The original mailing receipt issued at the time of mailing (retail Insured Mail, Registered Mail, and COD receipts must contain a Postal Service postmark). Reproduced copies are not acceptable. Receipts for unnumbered Insured and Express Mail articles must be surrendered at the time the claim is initiated.
- b. The wrapper showing the names and addresses of the mailer and the addressee along with the proper mail endorsement tag or label showing that the article was sent Insured Mail, Registered Mail, COD, or Express Mail. If only the wrapper is

submitted, indemnity may be limited to \$100 for Insured Mail, \$100 for Registered Mail, \$50 for COD, and \$100 for Express Mail.

- c. The original sales receipt from the Postal Service listing the mailing receipt number and insurance amount is acceptable if the original mailing receipt is not available. Reproduced copies of the sales receipts are not acceptable.
- d. A computer printout from the Web-based application through which the label was printed and insurance was purchased. The printout must clearly identify the following: the Delivery Confirmation™ or Signature Confirmation™ services number of the insured parcel, total postage paid, insurance fee paid, declared value, declared mailing/shipping date, origin ZIP Code™, and delivery ZIP Code.
- e. A printed online label record.

2 — Evidence of Value

Submit evidence to show the cost or value of the article at the time it was mailed. Evidence of value other than those listed, may be requested to help make an accurate determination of the value.

One or more of the following are acceptable:

- a. Sales receipt, invoice, bill of sale, or statement of value from a reputable dealer.
- b. For items valued up to \$100, your own statement describing the lost or damaged article including the date and place of purchase, the amount paid, and whether new or used (only if a sales receipt or invoice is not available). If the article mailed is a hobby, craft, or similar handmade item, the statement must include the cost of the materials used in making the item. The statement must

describe the article in sufficient detail to allow us to determine whether the value claimed is accurate.

- c. Picture from a catalog showing the value of a similar article (only if a sales receipt, invoice, or statement of value from a reputable dealer is not available). The date and place of purchase must be included.
- d. Paid repair bills; estimates of repair costs or appraisals from a reputable dealer if the claim is for partial damage. However, appraisals and repair estimates themselves are not payable. Repair costs may not exceed the value at the time of mailing.
- e. Receipt or invoice for the costs incurred to buy a surety bond required to reissue a lost item.
- f. Receipt or invoice of costs incurred for the reconstruction (duplicating) of nonnegotiable documents.
- g. A copy of a canceled check, money order receipt, credit card statement, or other documentation including the amount paid. For Internet purchases, a copy of the front and back of the canceled check, money order receipt, or a copy of the credit card billing statement is required.
- h. For Internet transactions conducted through a Web-based payment network that offers payment services through a stored value account, a computer printout of an online transaction identifying the purchaser and seller, price paid, date of transaction, description of item purchased, and assurance that the transaction status is completed. The printout must clearly identify the Web-based payment network provider through which the Internet transaction was conducted.

3 — Proof of Damage or Loss of Contents

For damage or loss of contents, the addressee must immediately present the article and mailing container, including the wrapping, packaging, and any contents that were received to the Post Office.

4 — Proof of Complete Loss of Article

For unnumbered Insured Mail, the mailer must present a written and signed document (such as a letter) from the addressee, dated at least 21 days after the article was mailed, stating that the addressee did not receive the article.

Numbered Insured Mail, Registered Mail, COD, and Express Mail articles do not require proof of loss from the customer. Once the claim is filed, the Postal Service will verify whether the article was delivered.

When to Expect Payment

A properly completed and supported claim is usually paid within 10 to 15 days after the St. Louis Accounting Service Center receives the claim from the Post Office where filed. If you have not heard anything within 20 days from filing date, please ask your local Post Office to check on your claim or you may call our toll-free number at 866-974-2733.

What Else to Know

On the following pages, we have included additional information about what is and is not covered by the insurance you purchased.

We have answered some frequently asked questions and provided addresses to file appeals if needed.

Postal Insurance Coverage

Except for Express Mail, insurance is not included in the postage costs. Insurance for merchandise, gifts or other valuable articles must be purchased at the time of mailing.

In the event of loss or damage, the Postal Service reimburses you for the lower of repair costs or the value of the article at the time of mailing, up to the amount of insurance purchased.

Payable Claims

The types of indemnity claims that are payable are as follows:

- a. Actual value of lost articles at the time and place of mailing.
- b. Cost of repairing a damaged article or *replacing a totally damaged article not exceeding actual value of the article* at the time of mailing or the amount of insurance coverage purchased.
- c. Remittance due on a COD parcel not received by the mailer, subject to the limitations set by the standards for COD service.
- d. Reasonable costs incurred duplicating documents such as:
 - (1) Copying service charges.
 - (2) Notary fees.
 - (3) Bonding fees for replacement of stock or bond certificates.
 - (4) Reasonable attorney's fees if required to replace the lost or damaged documents.
 - (5) Other direct and necessary expenses or costs, as determined by the Postal Service.

- (6) Face value of negotiable documents that cannot be reconstructed up to the amount of insurance coverage purchased, but not to exceed the \$25,000 maximum amount of insurance coverage available if sent by Registered Mail service.
- e. Extra cost of gift wrapping, if the gift-wrapped article was enclosed in another container when mailed.
- f. Cost of outer container, if designed and constructed exclusively for the article sent.
- g. Fair market value of stamps and coins of philatelic or numismatic value, as determined by a recognized stamp or coin dealer or current coin and stamp collector's newsletter and trade paper.
- h. Federal, state, or city sales tax paid on articles lost or totally damaged.
- i. Postage (not fee) paid for sending damaged articles for repair. (The Postal Service must be used for this purpose.)
- j. Cost of film stock or blank tape for photographic film, negatives, slides, transparencies, videotapes, laser disks, x-rays, magnetic resonance imaging (MRI) prints, computerized axial tomography (CAT) scan prints, etc.
- k. Cost of bees, crickets, or baby poultry destroyed by physical damage to the package or delay for which the Postal Service is responsible. (In the absence of definite evidence showing responsibility for death of these insects or animals, the Postal Service is presumed to be at fault if 10 percent or more are dead on delivery, and

will pay indemnity for all dead bees, crickets, or poultry; if less than 10 percent, the Postal Service is not presumed to be at fault.)

- l. Cost of filing a lost ticket report with the airline.
- m. Per page copying cost of lost or damaged blueprints, schematics, etc.
- n. For bulk insured articles, indemnity is provided for the lesser of (1) the actual value of the article at the time of mailing or (2) the wholesale cost of the contents to the mailer.

Express Mail Payable Claims

In addition to the payable claims listed in the previous section, the following are payable for Express Mail claims:

- a. For Express Mail insurance, nonnegotiable documents are insured against loss, damage, or rifling while in transit. Coverage is limited to \$100 per mailpiece (the unit on which postage is paid), subject to a maximum limit per occurrence of \$5,000. Claims for document reconstruction insurance must be supported by a statement of expense incurred in reconstruction. For this standard, “while in transit” begins when the Postal Service receives custody of the insured material and ends when the material is delivered to the addressee or, if undeliverable, when the mailer receives the material on return. Nonnegotiable documents include audit and business records, commercial papers, and such other written instruments for the conduct and operation of banks and banking institutions that have not been made negotiable or cannot be negotiated or converted into cash without forgery.

Nonnegotiable documents can be in hard copy, disk, tape, microfilm, or other forms of data storage. Articles such as artwork, collector or antique items, books, pamphlets, readers proofs, repro proofs, separation negatives, engineering drawings, blueprints, circulars, advertisements, film, negatives, and photographs are considered merchandise, not documents. Indemnity for document reconstruction is paid as follows:

- (1) For payments made (or which are payable) for reasonable costs incurred in the reconstruction of the exact duplicate of a lost or damaged nonnegotiable document. Indemnity is not paid for the cost of preparing the document mailed, or for the mailer's time in preparing the document mailed or reconstructed. Except for the per page copying cost, indemnity is not paid for documents if copies of the lost document are available or if they could have been made before mailing.
- (2) Reasonable reconstruction expenses incurred or obligated between the time of guaranteed or scheduled delivery and actual delivery.
- (3) Loss sustained by the use of funds to maintain cash balances during the period of document reconstruction (based on the applicable Federal Reserve discount rate). The period begins at the scheduled delivery time and may not exceed 15 days.
- (4) Catastrophic loss for multiple Express Mail articles, such as a major fire, limited to \$5,000, regardless of the number of Express Mail articles, or the identity or number of customers involved. Each claim resulting from a catastrophic loss first is adjudicated individually. If the preliminary adjudication

exceeds \$5,000, the percentage of the sum represented by each individual settlement is applied to the \$5,000 to determine each claimant's pro rata share of the final settlement, not to exceed \$100 per piece.

- b. Merchandise insurance coverage is provided against loss, damage, or rifling and is limited to \$100. (Additional insurance, up to a maximum liability of \$5,000, may be purchased for merchandise valued at more than \$100.)
- c. For negotiable items, currency, or bullion, the maximum indemnity is \$15.
- d. Event or transportation tickets (e.g., concert, theater, sport, airline, bus, or train) are insured for loss or delay if received after the event date for which they were purchased if the delay is attributable solely due to the failure to meet the guaranteed delivery standard under the terms and conditions for the Express Mail offering selected.

Payment

The Postal Service does not make payment for more than the actual value of the article at the time of mailing nor make payment for more than the maximum amount covered by the fee paid.

What Is Not Payable

Indemnity is not paid for Insured Mail, Registered Mail, COD, or Express Mail in these situations:

- a. Evidence of insurance coverage is not provided.
- b. Loss, rifling, or damage occurred after delivery by the Postal Service.
- c. Claim based solely on sentimental rather than actual value.

- d. Requested replacement value exceeded actual value at the time and place of mailing.
- e. The contents of film (e.g., positives, negatives, slides, transparencies, videotapes, laser disks, x-rays, magnetic resonance imaging (MRI) prints, computerized axial tomography (CAT) scan prints), the cost of creating or re-creating these items, or the photographer's time and expense in taking the photographs.
- f. Loss resulted from delay of the mail, except for Express Mail guarantee (see item ae).
- g. Consequential loss claimed rather than the actual value of the article.
- h. Perishable contents that froze, melted, spoiled, or deteriorated.
- i. Damage by abrasion, scarring, or scraping to articles not properly wrapped for protection.
- j. Death of baby poultry caused by shipment to points where delivery could not be made within 72 hours from the time of hatching, unless it is determined that transportation was in place to achieve the 72-hour target.
- k. Death of honeybees, crickets, and harmless live animals not the fault of the Postal Service (mailability of these insects and animals is subject to *Mailing Standards of the United States Postal Service – Domestic Mail Manual (DMM) 601.9.0*).
- l. The mailer or addressee failed to cooperate in the completion of required claim forms.
- m. Fragile nature of article prevented its safe carriage in the mail, regardless of packaging.
- n. Personal time required to replace documents.
- o. Claim filed after the article transported outside the

Postal Service.

- p. Damage caused by shock, transportation environment, or x-ray, without evidence of damage to the mailing container.
- q. Mail article or part or all of its contents officially seized while in the military postal system overseas.
- r. Negotiable items (defined as instruments that can be converted to cash without resorting to forgery), currency, or bullion valued in total at more than \$15 per shipment sent by Express Mail service, except under DMM 609.4.2c.
- s. Consequential loss of Express Mail claimed, except under DMM 609.4.2a3.
- t. Nonmailable items, prohibited items, or restricted items not prepared and mailed according to postal standards, or any item packaged in such a manner that it could not have reached its destination undamaged in the normal course of the mail.
- u. Loss or damage caused by employees or agents of the mailer or addressee.
- v. Radioactive injury, electrical or magnetic injury, or erasure of electrical recordings.
- w. War, insurrection, or civil disturbance, or seizure by any agency of government.
- x. Loss after items signed for by the addressee, the addressee's agent, or delivery employee if authorized under the applicable standards.
- y. Items sent COD without the addressee's consent.
- z. Adult birds sent by Express Mail Service with no physical damage to the container.

- aa. Cost incurred for estimates and appraisals.
- ab. Lottery tickets, sweepstakes tickets, contest entries, and similar items.
- ac. Mailer refuses to accept delivery of the parcel on return.
- ad. Mail not bearing the complete names and addresses of the mailer and the addressee that is undeliverable as addressed to both the addressee and the mailer.
- ae. Event or transportation tickets (e.g., concert, theater, sport, airline, bus, or train) received after the event date. Such items are insured for loss, but not for delay or receipt after the event date for which they were purchased, unless they were sent by Express Mail and the delay is attributable solely to the failure to meet the guaranteed delivery standard under the terms and conditions for the Express Mail offering selected.
- af. Software installed onto computers that have been lost or damaged.
- ag. Damaged articles for which the claims are not filed within the prescribed time limits.
- ah. Personal time used to make hobby, craft, or similar handmade items.

What to Do If Claim is Denied

You may appeal a claim decision for a numbered insured article by filing a written appeal within 60 days of the date of the original decision.

Send your appeal to the following address:

MANAGER CLAIMS APPEALS
ACCOUNTING SERVICE CENTER
US POSTAL SERVICE
PO BOX 80141
ST LOUIS MO 63180-0141

For an unnumbered Insured Mail article, you must send the appeal to the Post Office where the claim was filed. That Post Office will forward the appeal to the manager of Claims Appeals at the Accounting Service Center.

Final Postal Service Decision

If the manager of Claims Appeals at the Accounting Service Center sustains the denial of a claim, the customer may submit an additional appeal within 60 days for final review and decision to the Consumer Advocate, Postal Service Headquarters, who may waive the standards in DMM 609 in favor of the customer.

Send your appeal to the following address:

VICE PRESIDENT AND CONSUMER ADVOCATE
US POSTAL SERVICE DOMESTIC CLAIMS APPEALS
475 L'ENFANT PLZ SW
WASHINGTON DC 20260-2200

Questions and Answers

What happens to the damaged article I give to the Postal Service?

If the article has salvage value, the Postal Service retains it. The article is sent to a mail recovery center where it is auctioned to the public.

What happens if the article is delivered after the claim is paid?

You may accept the article and reimburse the Postal Service the full amount you were paid if the article is undamaged. If the article is damaged, has depreciated in value, or if the contents are not intact, the St. Louis Accounting Service Center informs you of the amount you must reimburse the Postal Service.

Will my postage be reimbursed?

Yes, if the article was lost or all of the contents were totally damaged.

What about fees?

Fees are not reimbursed because they cover the cost of insurance.

What happens if both the mailer and the addressee claim the insurance payment?

They should decide between them who receives payment. Otherwise, payment is made to the mailer.

Get More Information

DMM 609, which is available at any Post Office as well as on our Web site, contains detailed information about domestic indemnity claims. In the event of a conflict between this publication and the DMM, the DMM will govern. If you need more specific claims information, please contact your local Post Office.

Online Access to the DMM

1. Go to *www.usps.com*.
2. Click on *About USPS & News*.
3. Click on *Forms and Publications*.
4. Click on *Postal Explorer*.

Need Other Postal Information?

For other postal information, call 800-ASK-USPS.

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