609 Filing Indemnity Claims for Loss or Damage

Overview

1.0 General Filing Instructions
2.0 Providing Proof of Loss or Damage
3.0 Providing Evidence of Insurance and Value
4.0 Claims
5.0 Compensation
6.0 Adjudication of Claims

1.0 General Filing Instructions

1.1 Extra Services With Indemnity

A customer may file an indemnity claim for insured mail, COD items, Registered Mail with postal insurance, or Priority Mail Express. For information on applying for a refund of postage and fees see 604.9.2.

1.2 Bulk Insured Claims

1.2.1 General

Large-volume mailers or commercial mailers with Negotiated Service Agreements (NSAs) who file a large number of claims frequently may be allowed to use the Bulk Indemnity Claims feature available on the Business Customer Gateway (BCG) portal if approved by Headquarters Revenue and Field Accounting (RAFA) under 1.2.3.

1.2.2 Eligibility

Eligibility for mailers to submit claims using the Bulk Indemnity Claims feature is based on the following:

a. Revenue trends.

b. IMpb and IMmb compliance history.

c. Prior claim history.

d. Customer-reimbursement policy.

e. Absence of third-party shipping insurance.

f. If applicable, NSA agreement status.

g. Any other criteria the Postal Service determines for eligibility to use the Bulk Indemnity Claims feature.

1.2.3 Requesting Bulk Indemnity Claims Access

To request access to the Bulk Indemnity Claims feature in BCG, mailers must contact their Business Service Network or sales account representative. The request will be reviewed by RAFA for eligibility and, if the mailer is eligible for access, approved in writing. Upon approval, the mailer will be required to attend an onboarding meeting and will be provided the following:

a. Information regarding access to the Bulk Indemnity Claims feature in BCG.

b. Bulk claim-submission requirements.

c. Upload process and instructions to comply with USPS review of supporting documentation to substantiate claims.

1.2.4 Documentation

The mailer must retain all supporting documentation related to claims (which, unless otherwise specified, includes all documentation otherwise required for a claim under 609, including proof of filing by the underlying customer) for one year from the submission date and must provide it to USPS upon request.

1.3 Who May File

A claim may be filed by:

a. Either the mailer or addressee, for damaged articles or articles with some or all of the contents missing.

b. Either the mailer or addressee who is in possession of the original retail mailing receipt, or in possession of the online label record or computer printout of the Web-based application as described in 3.1c, for lost articles.

c. Only the account holder, for USPS Returns packages that are insured as identified by the account holder's mailer identification (MID) and the applicable STC for insurance imbedded into the IMpb and IMmb on the label, and for which the account holder has provided electronic data that supports the value of the merchandise being returned (see 503.4.3.1a.).

d. Only the mailer, when the mailer has added and paid for insurance on USPS Returns service packages.

e. Only the mailer, for insured or collect-on-delivery (COD) parcels paid for using USPS Ship under 705.2.6.

1.4 When to File

File claims as follows:

a. *Damaged or Missing Contents:* customers should file a claim immediately but must file no later than 60 days from the date of mailing.

b. *Lost Articles:* customers must file a claim within the time limits in the chart below.

	WHEN TO FILE (FROM MAILING DATE)	
MAIL TYPE OR SERVICE	**No Sooner Than**	**No Later Than**
Priority Mail Express	7 days	60 days
Priority Mail Express COD	15 days	60 days
Registered Mail	15 days	60 days
Registered COD	15 days	60 days
Insured Mail (including Priority Mail under 503.4.2)	[1-18-26] 15 days	60 days
COD	15 days	60 days
APO/FPO Priority Mail Express Military Service	21 days	180 days
APO/FPO/DPO Insured Mail and registered Mail (Priority Mail, First-Class Mail, USPS Ground Advantage - Retail, or PAL)	45 days	1 year
APO/FPO/DPO Insured Mail (Surface only)	75 days	1 year

[1-18-26]

1.5 Where and How to File

1.5.1 Claims Filed Online

Domestic indemnity claims should be filed online (preferred) at *www.usps.com/help/claims.htm* for domestic insured mail, COD, Registered Mail with Postal Service insurance, and Priority Mail Express. Proof of value is required and should be submitted online as an uploaded file (.pdf or .jpeg). Evidence of insurance must be retained by the customer until the claim is resolved. Upon written request by the USPS, the customer must submit proof of damage (see 2.0) for damaged items or missing contents, in person to a local Post Office for inspection, retention, and disposition in accordance with the claims decision.

1.5.2 Claims Filed by Mail

Customers may file a claim by completing a Form 1000 and mailing the original copy to the address indicated on the form, accompanied by proof of value. Obtain Form 1000 by calling 1-800-332-0317, option 9. For pieces with multiple extra services, the customer must provide original receipts for all services purchased. Upon request by the USPS, the customer must submit proof of damage under 2.0 for damaged items or missing contents.

2.0 Providing Proof of Loss or Damage

If a claim is filed because some or all of the contents are missing or damaged, the addressee must retain the mailing container, including any damaged articles, all packaging, and any contents received. Upon written request by the USPS, the addressee must make this proof available to the local Post Office for inspection, retention, and disposition in accordance with the claims decision. Failure to do so will result in denial of the claim.

3.0 Providing Evidence of Insurance and Value

3.1 Evidence of Insurance

For a claim involving articles listed in 1.1, the customer must retain evidence showing that the specific USPS service was purchased, until the claim is resolved. Examples of acceptable evidence are:

a. The original mailing receipt issued at the time of mailing (Registered Mail must contain a USPS postmark). For insured and COD mail, a photocopy of the original mailing receipt is acceptable.

b. The outer packaging showing the names and addresses of the sender and the addressee and the proper label showing that the article was sent insured, COD, Registered Mail with postal insurance, or Priority Mail Express. (If only the outer packaging is submitted, indemnity can be limited to $100 for insured, $50 for COD, $100 for Registered Mail, and $100 for Priority Mail Express.)

c. For insurance or COD, purchased online, a printed electronic online label record or a computer printout from the application used to print the label and purchase the insurance. The printout must identify the USPS Tracking number of the insured parcel, total postage paid, insurance fee paid, declared value, mailing date, origin ZIP Code, and delivery ZIP Code. Additionally, either a postmarked (round-dated) original mailing receipt (Form 3877 firm sheet), or an electronic shipment acceptance scan (generated from Form 5630) followed by a valid acceptance scan event or a physical scan event must also be available as evidence of mailing, in addition to the online record.

d. For insured mail or COD mail paid for using MMS or USPS Ship under 705.2.0, or for insured mail paid for using an EPS account for USPS Returns service under 503.3.0, the mailer must use one of the following:

   1. A Detail Record in his or her Shipping Service File (version 1.6 or higher), which includes the USPS Tracking number of the insured item, total postage paid, insurance fee paid, declared value, mailing date, origin ZIP Code, and delivery ZIP Code, along with the recipient's name and address information for the accountable extra services pieces.

2. A printout of the part of PS Form 3877 that identifies the parcel by article number, the package identification code (PIC) of the insured or COD parcel, total postage paid, fee paid, declared insured value, amount due sender if COD, mailing date, origin ZIP Code, and delivery ZIP Code reported in the parcel record in the manifest file.

3.2 Proof of Value

Either the mailer or the addressee must submit acceptable proof to establish the cost or value of the article at the time it was mailed. Proof of value should be submitted electronically or attached to the claim form under 1.5; otherwise, the claim cannot be processed. Other proof may be requested to help determine an accurate value. Examples are:

a. A sales receipt, paid invoice or bill of sale, or statement of value from a reputable dealer.

b. Paid repair bills; if the claim is for partial damage, estimates of repair costs or appraisals from a reputable dealer. Repair costs may not exceed the original purchase price.

c. Receipt or invoice for the costs incurred to buy a surety bond required to reissue a lost item.

d. Receipt or invoice of costs incurred for the reconstruction of nonnegotiable documents.

e. A copy of a credit card statement or other documentation indicating the amount paid.

f. For Internet transactions conducted through a Web-based payment network that offers payment services through a stored value account, provide a computer printout of the 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.

4.0 Claims

4.1 Payable Claim

Insurance for loss or damage to insured, COD, or Registered Mail within the amount covered by the fee paid, or the indemnity limits for retail and commercial, Priority Mail Express (under 4.2), Priority Mail, and USPS Ground Advantage is payable for the following:

a. Article's actual value when mailed.

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.

c. Remittance due on a COD parcel not received by the sender, subject to the limitations set by the standards for COD service.

d. Reasonable costs incurred duplicating documents such as:

1. Copying service.
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 expense or cost, as determined by the USPS.
6. Face value of negotiable documents that cannot be reconstructed up to the amount of insurance coverage bought, but not to exceed the $50,000 maximum amount of insurance coverage available if sent by Registered Mail.

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 for the article sent.

g. For stamps and coins of philatelic or numismatic value; the fair market value is determined by a recognized stamp or coin dealer or current coin and stamp collectors' newsletters and trade papers. The date of the fair market value determination must be current and prior to the mailing date.

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 USPS must be used for this purpose. Other reasonable transportation charges may be included if the USPS is not available.)

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, otherwise, the USPS is not presumed to be at fault.

l. 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 sender.

m. Except for Registered Mail, the maximum indemnity for negotiable items (defined as instruments that can be converted to cash without resort to forgery), currency, or bullion, is $15.00.

n. For firearms mailed by licensed firearm dealers (under 601.8.0 and Publication 52, Chapter 4) a Form 1508 must be submitted with the claim.

o. For collectible items, a sales receipt, paid invoice or bill of sale, or statement of value from a reputable dealer (i.e., a licensed business owner who is qualified to estimate value or cost of repairs for the item) must be provided as described in 3.2a.

4.2 Payable Priority Mail Express Claim

In addition to the payable claims in 4.1, the following are payable for Priority Mail Express mailpieces:

a. Nonnegotiable documents are insured against loss, damage, or loss of some contents while in transit. Coverage is limited to $100 per mailpiece, subject to a maximum limit per occurrence as provided in 4.2a4. Claims for document reconstruction insurance must be supported by a statement of expense incurred in reconstruction. Nonnegotiable documents include audit and business records, commercial papers, and other written instruments that cannot be negotiable or cannot be converted into cash without forgery. 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 price). The period begins at the scheduled delivery time and may not exceed 15 days.

4. Catastrophic loss for multiple Priority Mail Express items, such as a major fire, limited to $5,000.00, regardless of the number of Priority Mail Express items, or the identity or number of customers involved. Each claim resulting from a catastrophic loss first is adjudicated individually. If the preliminary adjudication exceeds $5,000.00, the percentage of the

sum represented by each individual settlement is applied to the $5,000.00 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 articles that are lost, damaged, or has missing contents and is limited to $100. (Additional insurance, up to a maximum liability of $5,000.00, may be purchased for merchandise valued at more than $100.)

c. For negotiable items, currency, or bullion, the maximum indemnity is $15.00.

4.3 Nonpayable Claims

Indemnity is not paid for insured mail (including Priority Mail Express and Priority Mail), Registered Mail, COD, or Priority Mail and Priority Mail Express in these situations:

a. Evidence of insurance coverage not provided.

b. Loss, damage, or have missing contents, that occurred after delivery by the USPS.

c. Claim based solely on sentimental rather than actual value.

d. Requested replacement value exceeded article's actual value when mailed.

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 loss resulting from delay of the mail, except under 4.2a2 and 4.3ac.

f. Consequential loss claimed rather than the actual value of the article.

g. Perishable contents frozen, melted, spoiled, or deteriorated.

h. Damage by abrasion, scarring, or scraping to articles not properly wrapped for protection.

i. 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.

j. Death of honeybees, crickets, and harmless live animals not the fault of the USPS (mailability is subject to standards under 601.8.4 and Publication 52, Chapter 5).

k. The sender or addressee failed to cooperate in the completion of required claim forms.

l. Fragile nature of article prevented its safe carriage in the mail, regardless of packaging.

m. Personal time required to replace documents.

n. Claim filed after the article transported outside the USPS.

o. Damage caused by shock, transportation environment, or x-ray, without evidence of damage to the mailing container.

p. Mail article or part or all of its contents officially seized while in the military postal system overseas.

q. Consequential loss of Priority Mail Express claimed, except under 4.2a3 and 4.3ac.

r. 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.

s. Loss or damage caused by employees or agents of the sender or addressee.

t. Radioactive injury, electrical or magnetic injury, or erasure of electrical recordings.

u. War, insurrection, or civil disturbance, or seizure by any agency of government.

v. Loss after items signed for by the addressee, the addressee's agent, or delivery employee if authorized under the applicable standards.

w. Items sent COD without the addressee's consent.

x. Adult birds in Priority Mail Express with no physical damage to the container.

y. Cost incurred for estimates and appraisals.

z. Lottery tickets, sweepstakes tickets, contest entries, gift cards and similar items.

aa. Mailer refuses to accept delivery of the parcel on return.

ab. Mail not bearing the complete names and addresses of the mailer and addressee, or is undeliverable as addressed to either the addressee or the mailer.

ac. Event or transportation tickets (e.g., concert, theater, sport, airline, bus, train, etc.) 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 sent by Priority Mail Express and the delay is attributable solely to the failure to meet the guaranteed delivery standard under the terms and conditions for the Priority Mail Express service selected.

ad. Software installed onto computers that have been lost or damaged.

ae. Damaged articles not claimed within the time limits in the *Postal Operations Manual*.

af. Personal time used to make hobby, craft, or similar handmade items.

ag. An undeliverable, registered or insured domestic mailpiece bearing a foreign return address.

5.0 Compensation

5.1 Payment Limit
The USPS does not make payment for more than the article's actual value when mailed or, for bulk insurance, for more than the wholesale cost of the contents to the sender if a lesser amount. The USPS does not make payment for more than the maximum amount covered by the fee paid.

5.2 Depreciation
The USPS depreciates a used article either lost or damaged based on the life expectancy of the article.

5.3 Insufficient Fee
If, through an established error by the USPS, a fee was charged for less than that required to pay for the amount of insurance coverage requested at the time of mailing, the sender may pay the difference. Indemnity may be paid within the limit fixed for the higher fee. This applies only to the insurance fee when the article is insured. An additional fee may not be paid to register an article previously sent by insured mail, to buy insurance on mail sent as uninsured registered, or to increase the indemnity on the registered article. The declared value must already be noted on Form 3806 or Form 3813-P. Customers must complete all entries on Form 3877 or facsimile.

5.4 Loss
If the insured, registered, or COD article is lost the payment includes an additional amount for the postage (not fee) paid by the sender. Postage for Priority Mail Express is refunded under 604.9.5.

5.5 Dual Claim
If the mailer and the addressee both claim insurance, any payment due is made to the party who submits the claim first and whose claim is approved for payment.

5.6 Incompetent or Deceased
If the payee is incompetent or deceased, payment is made to the legal representative. If there is no legal representative, payment can be made at the discretion of the USPS.

5.7 Recovered Article
[1-18-26] If USPS recovers a lost registered, insured, COD, or Priority Mail Express article after the mailer filed a claim and USPS paid the claimant, the payee may accept the article and must reimburse USPS for the full amount paid to the payee if the article is undamaged. If the article is damaged, has been depreciated, or has missing contents, the payee may accept the article and must reimburse USPS in an amount set by the Consumer Advocate, USPS Headquarters. For additional information, see Publication 122, *Domestic Claims Customer Reference Guide*.

6.0 Adjudication of Claims

6.1 Initial Adjudication of Claims

USPS Accounting Services adjudicates and determines whether to uphold a claim in full or in part, or deny a claim in full.

6.2 Appealing a Claim Decision

A customer may appeal a claim decision within 30 days from the date of the original decision at *www.usps.com/help/claims.htm*. Customers who did not file their claim online must send written appeals to Accounting Services (see 608.8.0 for address).

6.3 Final USPS Decision of Claims

If Accounting Services sustains a claim denial, the customer may submit an additional appeal at *www.usps.com/help/claims.htm* within 30 days for final review and decision. Customers who did not file their claim online must send a written appeal to the Consumer Advocate (see 608.8.0 for address).

609.6.3