Domestic Claims Customer Reference Guide

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Introduction

You may file a claim for a package that is lost or that was delivered with damaged or missing contents if you mailed the package with any of the following services:

- a. Insurance.
- b. Collect on Delivery (COD).
- c. Registered Mail with any declared value.
- d. Priority Mail Express.
- e. Priority Mail.

Insurance Availability

Shipping Services With Insurance Included for Most Packages

The Postal Service includes insurance for the following items:

- a. Priority Mail Express service, which includes up to \$100 insurance. (See the Note below.)
- b. Priority Mail service, which includes up to \$50 insurance for most retail packages, and \$100 insurance for most commercial packages. (See the Note below.)

Note: To qualify for insurance, Priority Mail Express and Priority Mail items must bear a tracking barcode (available from a retail unit or PC Postage). Priority Mail pieces meeting the requirements to qualify for insurance, but not supported by a Shipping Services file, must have a full acceptance scan to qualify for automatic insurance coverage. Insurance coverage is not available for Priority Mail pieces mailed with the following services: Merchandise Return Service, Priority Mail Open and Distribute, or Premium Forwarding Service.

Extra Services With Insurance Included for Most Packages

The Postal Service includes insurance for the following extra services items:

- a. Collect on Delivery (COD), up to the amount to be collected (maximum coverage: \$1,000).
- b. Registered Mail, up to the declared value of the shipment (maximum coverage: \$50,000 limit).

Services for Which Insurance May Be Purchased

You may also purchase insurance, up to \$5,000, when using any of the following services:

- a. USPS Retail Ground.
- b. Standard Mail parcels (excluding Marketing Parcels bulk insurance only).
- c. Media Mail.
- d. First-Class Mail.
- e. First-Class Package Service.
- f. Parcel Select.
- g. Parcel Select Lightweight (bulk insurance only).
- h. Priority Mail Express.
- i. Priority Mail.
- j. Bound Printed Matter.
- k. Library Mail.

If an insured package (article) is lost or is delivered with damaged or missing contents, the Postal Service will reimburse you for the value of the article and the contents at the time of mailing or for the repair costs, up to the applicable amount of USPS insurance. If only the outer packaging is submitted with the claim, indemnity is limited to \$50 for COD, \$100 for insured, \$100 for Registered Mail, and \$100 for Priority Mail Express. See DMM 609.3.1.b.

See also exceptions in the "Nonpayable Claims" section of this document.

Filing a Claim

Exhibit 1 notes the types of claims and who may file a claim.

Exhibit 1 Filing a Claim

Type of Claim	Who May Make a Claim	Comments
Damaged Articles	The mailer or addressee	n/a
Content Missing	The mailer or addressee	n/a
Lost Article	The mailer or addressee	The claimant is the person who is in possession of the original retail mailing receipt, the online label record, or the computer printout of the Web- based application used to print the label and purchase or qualify for the insurance.
Merchandise Return Service — Permit	Only the merchandise return permit holder	The permit holder must have registered or insured these articles as indicated by the permit holder on the MRS label.
Merchandise Return Service — Insurance	Only the mailer	The mailer must have added and paid for insurance.
COD — eVS	Only the mailer	The mailer must have paid for insurance by using eVS requirements.

Timeline for Filing Claims

Exhibit 2 lists the valid time limits for filing claims for lost articles and for articles delivered with damage or with the contents missing.

Exhibit 2 Time Limits for Filing Claims

Important: Read the following table about time limits before filing a claim or inquiry.

Damaged or Missing Contents is defined as any mailing that has been received but some or all of the contents are damaged or missing.

A Lost Article is defined as any mailing that has not been received and has not been returned to the sender.

Damaged and/or Missing Contents	Customers may file claims for damaged and/or missing contents immediately, but no later than 60 days from the date of mailing.			
Lost	Mail Type or Service	When to File (from mailing date)		
Articles		No Sooner Than	No Later Than	
	Priority Mail Express	7 days	60 days	
	Priority Mail Express Collect on Delivery	15 days	60 days	
	Registered Mail	15 days	60 days	
	Registered Mail Collect on Delivery	15 days	60 days	
	Priority Mail and Other Insured Mail	15 days	60 days	
	Collect on Delivery	15 days	60 days	
	APO/FPO Priority Mail Express Military	21 days	180 days	
	APO/FPO/DPO Insured Mail and Registered Mail (Priority Mail, First- Class Mail, SAM, or PAL)	45 days	1 year	
	APO/FPO/DPO Insured Mail (Surface Only)	75 days	1 year	

How to File a Domestic Claim

Filing Online

You can file a domestic claim online at *www.usps. com/domestic-claims* for packages covered by USPS insurance as described in the "Insurance Availability" section. The online claims process allows you to electronically upload .pdf and .jpg files as the required supporting documentation for a claim.

You can save entered information without submitting it for up to 3 days. After 3 days, the data you entered will no longer be available.

There are eight easy steps to file a claim online:

- 1. Go to www.usps.com/domestic-claims.
- Sign in to the Online Claims site with your USPS.com user name and password. New users can register for a user name and password at *www.usps.com.*
- 3. Enter the Tracking/Label Number and shipping date.
- 4. Enter the address information and claim details.
- 5. Select the reason for filing a claim.
- 6. Upload proof of value, such as a receipt of purchase (upload .pdf and .jpg files as attachments).
- If required, enter insurance fees and upload evidence of insurance (e.g., a mailing receipt) using a .pdf or .jpg attachment.
- 8. Review your claim information and submit it.

You must keep evidence of insurance until the claim is resolved.

If the insured, registered, or COD article is lost, and if the claim is paid, the Postal Service also reimburses the mailer for the amount of the postage paid.

For technical assistance with the online Web-based system, please contact the Internet Customer Care Center at 800-344-7779.

Filing by Mail

If you are unable to file a claim online, you may file a claim by mail. Call 800-ASK-USPS (800-275-8777) to request the Postal Service to mail a domestic claim form to you. When you receive the form, then complete it and mail it to the address on the form with all required supporting documentation.

Required Documentation and Information

Overview

You must provide the following information to file a claim for loss, damage, or missing contents:

- a. Proof of damage or missing contents.
- b. Proof of value, replacement, or repair costs.
- c. Evidence of insurance and proof of purchase.

Proof of Damage or Missing Contents

Until the claim is resolved, retain the mailing container including any damaged items, the wrappings, packaging, and any contents that were received. Do not return or reship the item. The Postal Service may request more information or documentation to process your claim. Upon written request from the Postal Service, you must present the mailed article and all wrappings, labels, and available contents for inspection at a Post Office. Failure to do so will result in denial of the claim.

Proof of Value, Replacement, or Repair Costs

Proof of cost or value of the article at the time it was mailed is required in order for the claim to be processed. 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. The Postal Service may request additional proof to help determine an accurate value. Be prepared to provide an estimate of repair by a reputable dealer (if applicable). (For a complete list, see DMM 609.3.2.)

When filing online, you must upload a sales receipt or paid invoice (using a .pdf or .jpg attachment). If mailing your claim, include in your mailing a copy of the sales receipt or paid invoice.

You may use any of the following as proof of value:

- A sales receipt, paid invoice, or paid bill of sale.
 Note: Indemnity may be limited if you present only the packaging without the original mailing or sales receipt.
- b. A copy of the credit card billing statement indicating the amount paid.
- c. A copy of the front and back of a canceled check used to pay for the item.
- d. A copy of the money order receipt if the money order was used to pay for the item.
- The final or complete transaction sheet indicating the amount deducted from an Internet account to pay for the item.
- f. Estimates of repair costs from a reputable dealer, or paid repair bills. A *reputable dealer* is defined as a licensed business owner who is qualified to estimate value or cost of repairs for the item. *We will not cover repair costs above the original purchase price.*
- Receipt or invoice of costs incurred for the reconstruction of nonnegotiable documents.
 We will not pay more than \$100 for document replacement.

Evidence of Insurance and Proof of Purchase

You can provide the mailing label number as evidence of insurance and proof of purchase. The label number (or tracking or article number) is stated on the sales slip, extra service receipt, online label record, or package label. (For the complete list, see DMM 609.3.1.)

The printed online label record must clearly identify the following information:

- a. The USPS Tracking number of the insured parcel.
- b. The total postage paid.
- c. The insurance fee paid.
- d. The declared value.
- e. The declared mailing or shipping date.
- f. The origin ZIP Code and delivery ZIP Code, or a printed online label record.

For Priority Mail Express COD claims, you must provide both the original Priority Mail Express receipt and the COD receipt; for Registered Mail COD claims, you must provide both the original Registered Mail receipt and the COD receipt.

Payable Claims

Listed below are the payable insurance claims for lost, damaged, or missing contents of insured mail, Registered Mail, or COD mail, within the amount covered by the fee paid, or within the indemnity limits for Priority Mail Express and Priority Mail service:

- Actual value of lost articles at the time and place of mailing.
- b. Cost of repairing a damaged article or replacing an irreparably damaged article, not exceeding the actual value of the article at the time of mailing.
- 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 for duplicating documents, including the following:
 - 1) Copying services.
 - 2) Notary fees.

- 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) The face value of negotiable documents (i.e., financial instruments payable to bearer) that cannot be reconstructed, up to the amount of insurance coverage bought or included. *Note:* For Registered Mail service, the maximum amount of insurance coverage available is \$50,000.
- e. Extra costs of gift wrapping, if the gift-wrapped article was enclosed in another container when mailed.
- f. The cost of an outer container, if the outer container was designed and constructed for the article sent.
- g. The value of collectible items as substantiated by one of the following:
 - 1) Sales receipt.
 - 2) Paid Invoice or paid bill of sale.
 - Statement of value from a reputable dealer. *Note:* A *reputable dealer* is defined as a licensed business owner who is qualified to estimate value or cost of repairs for the item.
- The fair market value for collectible stamps of philatelic value or for coins of numismatic value, determined as follows:
 - 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 determined fair market value must be the most recent available (but before the mailing date).

- Federal, state, or city sales tax paid on articles lost or totally damaged.
- j. Postage (not fee) paid for sending damaged articles for repair. (When sending damaged articles for repair, you must use the Postal Service, if available; if not available, you may include other reasonable transportation charges.)
- Costs of film stock or blank tapes for photographic film, negatives, slides, transparencies, videotapes, laser disks, x-rays, magnetic resonance imaging (MRI) prints, computerized axial tomography (CAT) scan prints, etc.
- I. Cost of bees, crickets, or baby poultry or birds destroyed by *physical damage* to the package or delay for which the Postal Service is responsible.
- m. For bulk insured articles, 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.
- n. For currency or bullion, a maximum of \$15. *Exception:* For items sent by Registered Mail service, the Postal Service provides payment for the included insurance coverage, based on declared value, up to the maximum amount of \$50,000.
- o. For a firearm mailed by a licensed firearms dealer (under DMM 601.8.0 and Publication 52), the dealer must submit a PS Form 1508, *Statement by Shipper of Firearms,* with the claim.

Note: If the insured mail, Registered Mail, or COD article is lost, the payment includes an additional amount for the postage (not fee) paid by the mailer.

Claims for Priority Mail Express — Nonnegotiable Documents

Nonnegotiable documents (e.g., title instruments such as an air waybill, legal notice, crossed check, or other such instrument that may not be transferred from the holder or named party to another individual or entity) sent by Priority Mail Express service are insured against loss, damage, or missing contents while in transit, but coverage is limited to \$100 per piece (the unit on which postage is paid), subject to a maximum dollar limit per occurrence as noted in item c(2) below.

Nonnegotiable documents include audit and business records, medical records, transcripts, and other similar documents that have no immediate cash value.

Note: Articles that are considered *merchandise* (rather than nonnegotiable documents) may be eligible for compensation as merchandise, but are not eligible for compensation under this section. Articles considered merchandise include artwork, collector or antique items, books, pamphlets, readers' proofs, repro proofs, separation negatives, engineering drawings, blueprints, circulars, advertisements, film, negatives, and photographs. Legal documents (e.g., notices, pleadings, bond instruments, etc.) are not merchandise.

When submitting a claim for document reconstruction insurance, you must support the claim with a statement of expense incurred in reconstruction.

The following issues pertain to claims for nonnegotiable documents sent by Priority Mail Express service:

- a. Indemnity for document reconstruction is paid as follows:
 - For reasonable costs incurred in the reconstruction of the exact duplicate of a lost or damaged nonnegotiable document.

- For reasonable reconstruction expenses incurred or obligated between the time of guaranteed or scheduled delivery and actual delivery.
- For a 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.
- b. Indemnity is not paid for the following issues:
 - For the cost of preparing the document mailed or for the mailer's time in preparing the document mailed or reconstructed.
 - If copies of the lost documents are available or, with the exception of the per-page copying cost, if copies could have been made before mailing.
- c. For catastrophic losses of multiple Priority Mail Express items, such as from a major fire, indemnity is limited to \$5,000, regardless of the number of Priority Mail Express items, or the identity or number of customers involved, as follows:
 - 1) Each claim resulting from a catastrophic loss is first 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.

Nonpayable Claims

The following conditions justify the denial of a claim:

- a. No evidence of insurance coverage is provided.
- b. The mail does not bear the complete names and addresses of the mailer and addressee, or is undeliverable as addressed to either the addressee or the mailer.
- c. The loss, damage, or missing contents occurred in either of the following circumstances:
 - After delivery by the Postal Service, including when the item was signed for by the addressee's agent or the delivery employee (if authorized under the applicable standards).
 - After the Postal Service transferred the article to another carrier or agent to complete the delivery.
- The loss, damage, or missing contents was caused by employees or agents of the sender or addressee.
- e. The claim is based on the mailer's or addressee's failure to follow the required procedures, including in the following circumstances:
 - The mailer or addressee failed to cooperate in the completion of required claim forms within the published time limits.
 - After the adjudication of the claim, the mailer or addressee did not, within the time limits specified in the *Postal Operations Manual*, collect items that had previously been submitted to the Postal Service for retention until the adjudication of the claim.
- f. Items were sent COD without the addressee's consent.
- g. The mailer refused to accept delivery of the parcel on return.

- h. Perishable contents melted, spoiled, froze, or deteriorated.
- Damage (such as abrasion, scarring, or scraping) occurred because the article was not properly wrapped for protection.
- j. The fragile nature of the article prevented its safe carriage in the mail, regardless of packaging.
- k. The claim is for a nonmailable, prohibited, or restricted item that was not prepared and mailed according to postal standards, or for any item packaged in such a manner that it could not have reached its destination undamaged in the normal course of the mail.
- I. The requested replacement value exceeds the actual value at the time and place of mailing.
- m. The claim is based on any of the following:
 - Solely on sentimental value rather than actual value.
 - On consequential loss rather than the actual value of the article.
 - On a delay of the mail, except under DMM 609.4.2a2 and DMM 609.4.3a–d.
 - On consequence of the loss of a Priority Mail Express item, except under DMM 609.4.2a2 and DMM 609.4.3a–d.
- n. The claim concerns the following:
 - Lottery tickets, sweepstakes tickets, contest entries, and similar items.
 - Gift cards.
 - Event tickets (e.g., tickets for a concert, theater performance, sporting event, etc.) or transportation tickets (e.g., tickets for an airline, bus, train, etc.) that were received after the date of the event or departure. Such items are insured for loss, but not for delay or for receipt after the date of the event or

departure for which they were purchased, unless the mailer used Priority Mail Express service and the delay is attributable solely to the Postal Service's failure to meet the guaranteed delivery standard under the terms and conditions for the Priority Mail Express service used.

- o. The claim involves the contents of film (e.g., positives, negatives, slides, transparencies, videotapes, laser disks, x-rays, MRI prints, CAT scan prints), the cost of creating or re-creating these items, or the photographer's time and expense in taking the photographs.
- p. The claim is for either of the following:
 - Damage to a containerized item is caused by shock, transportation environment, or x-ray, but without evidence of damage to the mailing container.
 - The claim is for radioactive injury, electrical or magnetic injury, or erasure of electrical recordings.
- q. The claim concerns software installed on computers that have been lost or damaged.
- r. The claim is for the death of animals in any of the following circumstances:
 - The death of baby poultry was 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.
 - The death of honeybees, crickets, and live animals is not the fault of the Postal Service.
 Note: The mailability of these insects and animals is subject to Publication 52, chapter 5.

- The claim concerns adult birds sent by Priority Mail Express service when there is no physical damage to the container.
- s. The claim is for personal time as follows:
 - Personal time required to replace documents.
 - Personal time used to make hobby, craft, or similar handmade items.
- t. The article or part or all of its contents were officially seized while in the military postal system outside the United States.
- u. The claim is based on the results of war, insurrection, civil disturbance, or seizure by any agency of government

Inquiries on Registered Mail With No Declared Value

Who May File

Registered Mail service includes insurance except for items with no declared value. Only the mailer or a merchandise return service permit holder may file an inquiry for Registered Mail items with no declared value, and not until 15 days after the date of mailing of the article.

How to File

Original Inquiry

An inquiry for a Registered Mail article with no declared value must be filed by entering the article number at *www.usps.com* or by calling 800-222-1811.

Duplicate Inquiry

A duplicate inquiry may not be filed sooner than 30 days after the original inquiry.

Initiating an Investigation

A postmaster who determines that there is no scan data in the USPS Product Tracking System for a Registered Mail article must notify the USPS Office of Inspector General.

Claims Adjudication

USPS Accounting Services adjudicates the claim considering the facts of the claim including evidence of insurance, proof of value, and evidence of damage or missing contents — and determines whether to uphold a claim in full, uphold a claim in part, or decline a claim in full.

After receiving a completed online claim that includes all required supporting documentation, the Postal Service generally pays a payable claim within 5–7 business days.

Appealing a Denied Claim Decision

First Appeal

You may appeal a Postal Service decision for a denied claim or partial payment within 30 calendar days from the date of the original decision letter. Focus your appeal on the reason why the Postal Service denied the claim. As part of this appeal, you may attach additional documentation to support your claim.

You must submit your appeal in the same manner as you submitted your claim — either online or by mail:

Online: To appeal a decision for a denied claim or partial payment that was originally submitted online, you must submit your appeal online at *www.usps. com/domestic-claims.*

By mail: To appeal a decision for a denied claim or partial payment that was originally submitted by mail, you must submit your appeal by mail. Include a copy

of the denial letter. Submit your appeal to the following address:

DOMESTIC CLAIMS APPEALS US POSTAL SERVICE ACCOUNTING SERVICES PO BOX 80141 ST. LOUIS MO 63180-0141

Second Appeal

If the Postal Service denies your first appeal, and if you have additional evidence to substantiate your denied claim, you can file a second appeal to the Consumer Advocate at Postal Service Headquarters within 30 days of the date of the first appeal denial letter. Focus your second appeal on the reasons why the Postal Service denied the first appeal or claim. As part of this appeal, you may provide additional documentation to support your claim.

You must submit your second appeal in the same manner as you submitted your claim and your first appeal — either online or by mail:

Online: To appeal a decision for a denied claim or partial payment that was originally submitted online, you must submit your second appeal online at *www.usps.com/domestic-claims.*

By mail: To appeal a decision for a denied claim or partial payment that was originally submitted by mail, you must submit your second appeal by mail. Include a copy of the first appeal denial letter. Submit your second appeal to the Consumer Advocate at the following address:

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

Compensation

The Postal Service does not make payment for more than the actual value of the article or, in the case of bulk insurance, for more than the wholesale cost of the contents to the mailer if the wholesale cost is a lesser amount. The Postal Service does not make payment for more than the maximum amount covered by the fee paid.

Depreciation

The Postal Service depreciates a used article, either lost or damaged, based on the life expectancy of the article.

Insufficient Fee

If the Postal Service confirms that it incorrectly charged the mailer a fee that was less than the amount required to pay for the insurance coverage requested at the time of mailing, the mailer may pay the difference in order to receive the full indemnity available if the Postal Service had charged the correct fee. The Postal Service may pay the indemnity within the limit fixed for the higher fee: this applies only to the insurance fee when the article is insured. The mailer may not pay an additional fee to register an article previously sent by insured mail, or to increase the declared value on a Registered Mail article. The declared value must already be noted on the appropriate Registered Mail receipt: PS Form 3806. Receipt for Registered Mail; PS Form 3813, Insured Mail Receipt — Domestic Only — \$500 and Under, or PS Form 3813-P. Insured Mail Receipt - Domestic Only — Over \$500. The mailer must complete all entries on the current edition of PS Form 3877, Firm Mailing Book for Accountable Mail (or facsimile).

Loss

If the Postal Service loses an insured, COD, or Registered Mail article, then as part of the claims process, we include postage (not fee) paid by the mailer in the claim payment. We refund postage for Priority Mail Express service as described in DMM 609.5.4

Dual Claim

If the mailer and the addressee both claim insurance and cannot agree on which one should receive the payment, the Postal Service pays any amount due to the mailer, unless the Postal Service has already paid the claim to the addressee who presented the original mailing receipt.

Incompetent or Deceased Payee

If the payee is deceased or is legally incompetent or incapacitated, the Postal Service pays any approved claim to the payee's legal representative. If there is no legal representative, the Postal Service may make payment at its discretion.

Recovered Article

If an article is recovered after the Postal Service has paid a claim for an insured, COD, Registered Mail, Priority Mail Express, or Priority Mail article that it thought was lost, then we handle the matter as follows:

- If the article is undamaged, the payee may reimburse the Postal Service and accept the article.
- If the article is damaged, depreciated, or is missing contents, the payee may reimburse the Postal Service in the amount set by the USPS Consumer Advocate.

Frequently Asked Questions

1. Can the postage be reimbursed?

If the article was lost, you may request reimbursement for postage paid when filing a claim.

2. Are insurance fees reimbursed?

Insurance fees are not reimbursed. The fee covers the cost of providing the insurance.

3. My claim was denied for Filing Tolerance, and the denial letter instructed me to submit a PS Form 3760, *Package Search Request* — what should I do?

File an appeal (see the "Appealing a Denied Claim Decision" section) and submit a copy of a completed PS Form 3760.

4. Where can I find information about the cost of insurance?

To find information about insurance fees, refer to Notice 123, *Price List*, which is available on the Postal Explorer site at *http://pe.usps.com* — under "Prices," click on *Price List (Notice 123)*; under "Domestic" and under "Services & Fees," see "Extra Services and Fees."

5. How long does it take to receive payment for an insurance claim?

After receiving a completed online claim that includes all required supporting documentation for a payable claim, the Postal Service generally pays the claim within 5–7 business days.

6. If I sent a package to an APO/FPO/DPO address in another country and the package was lost, is my claim domestic or international?

An item sent to an APO/FPO/DPO is considered domestic mail and therefore requires a domestic claim.

7. I never received my package — where can I find the article/tracking number to file my claim?

The article/tracking number is on the mailing receipt. You might need to contact the mailer.

8. What if both the mailer and the addressee file a claim for payment?

The Postal Service makes payment to the mailer unless the mailer and addressee agree that the addressee should receive payment.

9. What is the process to repay the Postal Service when a claim has been paid but the package was later delivered?

If you receive a package after being paid for the claim, you must reimburse the Postal Service the full amount that was paid. However, if you haven't yet cashed the check, you can return the check to a local Post Office.

10. Does postal insurance cover gift cards that are lost in the mail?

No, postal insurance does not cover the loss of gift cards. Some gift card companies will replace a lost card if it was registered with or purchased directly from the company, and/or if you have a purchase receipt or the gift card number. (For cash and coins, see DMM 609.)

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