

commenter stated that the requirement for waiting 45 days before filing a claim for a lost COD article is excessive compared to the time frame for mail receiving other special services.

The Postal Service does not believe the proposed rule should be changed. Since handling procedures differ depending on the special service provided, it is inappropriate to establish uniform limits for filing claims. A COD article may be held at a delivery unit for up to 30 days before being returned to the sender if unclaimed by the addressee (*see* DMM, D042.1.7.f). It should also be noted, the Postal Service proposal reduced the current waiting period for filing a claim for a lost COD article from 60 days to 45 days. As for other classes of mail or service, the new time frames took into consideration that the holding period is 5 days for Express Mail and 15 days for Insured Mail items or Registered Mail items.

Secondly, the commenter objected to the new requirement that a customer must file a claim no later than 45 days from the mailing date when the contents of an article are damaged or missing from the container. The commenter states that if the COD article were not delivered until the 45th day after mailing, the sender could not file a damage claim because the 45 days would have already passed.

Although the likelihood of the commenter's hypothetical occurring is remote, the Postal Service believes there is merit in the concern raised. Accordingly, the Postal Service will revise the proposed rule to allow customers to submit damage claims no later than 60 days from the mailing date.

2. S010.2.5.a. The commenter states that the requirement for the original postmarked mailing receipt is inappropriate in that not all receipts will be postmarked.

The Postal Service agrees that it erred in that Express Mail and point of service (POS) retail terminal imprinted receipts do not require a postmark. Therefore, the Postal Service withdraws this proposed rule.

The commenter also states that the requirement for the original receipt is inappropriate in the case of Registered Mail or Express Mail service when the Postal Service has a copy of the mailing receipt, and can validate the claim because the mailer has provided the article number and date of mailing either from a photocopy or from other records.

The Postal Service does not believe the rules should be amended to accommodate this suggestion. The requirement for the original receipt is to ensure that the proper party is

indemnified. It is the customer's responsibility to provide the proof of insurance evidenced by an original mailing receipt. Moreover, under existing procedures, mailers utilizing these services are also permitted to submit the mailing wrapper as evidence of insurance.

3. S010.2.6.b. The commenter states that the addition of the phrase, "For items valued up to \$100," appears to be a major change. The Postal Service maintains this revision does not represent a change in policy but merely codifies current policy. Acceptance of a customer's statement of value, in lieu of actual evidence of value, creates an opportunity for abuse, particularly when permitted for higher-value items.

The commenter also suggests that Postal Service retail clerks should inform mailers what evidence will be needed to support claims. Mailers needing such information have access to policies concerning indemnity claims through the DMM, which is readily available on the Postal Service's Web site. They can also seek such information from Postal Service clerks or other Postal Service personnel.

The commenter also asserts that eliminating reimbursement of the cost of labor from handmade items is too broad. The Postal Service offers coverage for the value of goods, based on the established value in the marketplace, whether or not those goods are handmade. However, if the item mailed is not commonly sold (*e.g.*, a hobby, craft, or similar handmade item), there is no established value. In that case, the Postal Service provides compensation for the costs of the materials used, but not for the time used in making it. The Postal Service will amend the proposed rule to clarify this policy.

4. S010.2.6.h. The commenter requests clarification of this proposed rule referring to a printout of a transaction that is made on the Internet. This comment pertains to the proposal for the provision of evidence of value for goods obtained through Internet transactions. These transactions are typically conducted through a Web-based payment network that offers payment services through a stored value account, commonly used to buy or sell items at online auctions.

For transactions involving the use of a credit card online or payment by check, a copy of a credit card statement or canceled check could serve as evidence of value. The Postal Service will amend the proposed rule to clarify this policy.

5. S010.2.14.r. The commenter states that this section appears to require the use of Registered Mail for obtaining

insurance on negotiable items, currency, or bullion, which would be a change in current policy.

Although the Postal Service generally recommends that customers send these items as Registered Mail items, it did not intend to eliminate the option of mailing them as Insured Mail items. Accordingly, in order to avoid confusion, the Postal Service will withdraw this proposed change to the DMM.

6. S010.2.14.ae. The commenter objects to the proposed regulation that event or transportation tickets, received after the event, are not insured when there is a provable loss because of the delay and the article was mailed using Express Mail service. With Express Mail's guaranteed delivery time, if the article is not delivered by that time, and a provable loss results from the delay in delivery, then, the commenter argues, the loss should be covered by Postal Service insurance.

The commenter raised a valid concern and the final rule incorporates an exception for Express Mail service.

7. S010.2.14.af. The commenter objects to this revision regarding nonpayable claims for software installed onto computers that have been lost or damaged. The commenter states that if one paid to have software loaded on the lost or damaged computer, then the insurance should cover the cost of having the same software installed on a replacement computer. In addition, if software, recorded on compact disc or diskette(s), enclosed with the computer when shipped, is also lost or damaged, it should be covered by the insurance purchased.

The Postal Service does not believe a change in the rule is warranted. Software loaded onto personal computers is licensed for use to the purchaser. Whether on compact disc or diskette(s), the software provides the purchaser the ability to reinstall the software on a computer. Software is generally designed to self load when the appropriate drive is selected with limited prompting or assistance from an individual. Also, a replacement personal computer typically will include replacement software. Software on a medium, such as compact discs or diskettes, recognized as a means to load the software onto a computer, would be covered for loss or damage dependent upon the amount of insurance coverage purchased at the time of mailing.

8. S010.2.14.ag. The commenter observes that this proposed rule does not comply with the provisions stated in S921.1.5, Fee and Postage, in that it states that if the mailer does not receive the personal check that was mailed by