**CLAIM**

**ДО: SPEEDY JSC,** UIC 131371780, seat and address of management: Sofia 1138, Sofia, Abagar str. 22, Sofia City Logistic Park, Administrative building Speedy, 5th floor, email: R@speedy.bg

**COMPLIANT:**

\* This information is needed to identify the compliant correctly when handling the complaint and prevent misuse of personal data or from third party applicants.

Name /as written in ID document/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Correspondence Address /Е-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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*\* Mandatory field in case the compliant expects the claim resolution via email.*

**The claim is filed for shipment/ PMT for waybill: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**The claim is filed for:**

☐ Lost, stolen or damaged shipment;

☐ Shipment was returned without justification

☐ Terms of delivery or Postal Money Transfer were not met

☐ Postal Money Transfer were not paid or were not paid correctly

**Compensation: BGN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Documentation, justifying the amount of compensation:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*\* In case the sender is filing a claim for lost, stolen or damaged shipment, the claim is handled according to the presented documents, as an evidence for the content of the parcel and the damage – invoices, receipts, etc.*

**Proffered way of communication:**

☐ At the address of correspondence

☐ Email

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**USER INFORMATION:**

**CONDITIONS APPLICABLE TO THE EXERCISE OF THE RIGHT OF CLAIM**

According to the Postal Services Act:

Art. 85 (1) Postal operators shall owe compensation to consumers in the case of:

1. lost, robbed or damaged, in whole or in part, domestic and international postal parcels, recommended postal shipments, postal shipments of declared value and cash on delivery, as well as postal shipments with added value above the universal postal service within the meaning of § 1, item 18 of the additional provision.

2. returned postal parcels where there are no reasons for not delivering them;

3. non-compliance with the deadlines for delivery of postal shipments and postal money transfers specified in the general terms and conditions of the contract with the users;

4. outstanding or improperly paid amounts on domestic and international postal money transfers.

Art.85 (4: The specific amounts of benefits under para. 1 are included in the general terms and conditions of the contracts with consumers.

Art.85 (5) The specific amounts of the benefits under para. 1 shall be announced by the postal operators in public and accessible places in their postal services.

Art. 86 (1) Right to a written claim in the cases under Art. 85, para. 1 has the sender or recipient of the postal shipment or postal money transfer.

(2) The deadline for lodging the claim shall be 6 months from the date of acceptance of the postal shipments or postal money transfers.

(3) Postal operators shall also examine the claim within one month for domestic postal shipments and postal transfers, and three months for international postal shipments shall notify in writing the result. Upon respect of the claim, the compensation shall be paid within one month from the date of the notification.

**General Terms and Conditions Of Speedy JSC contract with Customers concerning receiving, transporting and delivering of courier shipments – international and within the Republic of Bulgaria.**

71. Upon a substantiated claim filed by a user for lost, robbed or damaged in whole or in part, domestic or cross-border parcel, the operator shall owe compensation in the following amounts:

71.1. for a cross-border non-palletized parcel (including AIR EXPRESS or DPD Economy services) without additional service “Insured Item”, the compensation is in the amount of the actual value of the damage, but not more than BGN 100.00;

71.2. for domestic non-palletized parcel without additional service "Insured Item", the compensation is in the amount of the actual value of the damage, but not more than BGN 15.00;

71.3. for domestic or cross-border palletized parcels without additional service "Insured Item" - the compensation is in the amount of the actual value of the damage, but not more than BGN 200.00;

71.4. for domestic or cross-border parcel with additional service "Insured Item", the compensation is in the amount of the actual value of the damage, but not more than the declared value of the parcel.

71.5. for domestic or cross-border parcel, not specified in Items 71.1 to 71.4 inclusive, -the compensation is in the amount of the actual value of the damage, but not more than BGN 15.00.

72. Upon a substantiated claim filed by a user for an unreasonably returned parcel, when there is no reason for non-delivery, the operator shall return the price paid for the unperformed courier service.

73. Upon a lawful complaint filed by a user for delayed payment of amounts collected by the operator for additional service "Cash-on-delivery", the operator owes compensation in the amount of 10% of the price of the additional service "Cash-on-delivery" for each day of delay, but not more than 50% of the same.

74. Upon a lawful complaint filed by a user for delayed delivery of a parcel, the operator shall owe compensation in the following amounts:

74.1. for domestic non-palletized parcel – the compensation is 10% of the price of the courier service for each day of delay, but not more than 50% of the same;

74.2. for domestic palletized parcel – the compensation is 10% of the price of the courier service for each day of delay, but not more than 30% of the same;

74.3. for cross-border non-palletized and palletized parcel – the compensation is 0.1% of the price of the courier service for each day of delay, but not more than BGN 10.00.

74.4. for a domestic parcel under the service for delivery of inward cross-border parcels to another postal operator ("DPD delivery" or other) the compensation is in the amount of BGN 1.00 for each day of delay, but not more than BGN 10.00.

74.5. for domestic or cross-border parcel, not specified in Items 74.1 to 74.4 incl. – the compensation is BGN 1.00 for each day of delay, but not more than BGN 10.00.

75. The amount of damage in case of lost, robbed, destroyed or damaged (in whole or in part) parcels proved by the user with invoices, customs declarations, ownership documents or other appropriate written evidence certifying the actual content of the parcel, its value and the occurred damage.

76. The operator shall refund to the user the paid price of the service only in the cases when the service is not provided entirely for a reason for which the operator is responsible.

77. The operator shall not be liable for delayed delivery of a parcel for which a complete loss, destruction, damage or robbery (total damage) has been established. In this case the responsibility of the operator is by the order of Item 71 of the GT

78. The operator shall not be liable for indirect or non-material damages suffered by the uUsers, as well as for lost profits arising from non-performance, incomplete, inaccurate or delayed performance of the courier service. The liability of the operator for damages arising from non-performance, incomplete, inaccurate or delayed performance of the contract for courier service is limited to the amounts specified in Item 71 to Item 74 of these GT.

79. The operator shall not be liable for non-performance, as well as for delayed, incomplete or inaccurate performance of the service, when:

79.1. it is due to force majeure, including, but not limited to, natural phenomena, strikes, riots, anti-epidemic or other restrictive measures imposed by the competent authorities, etc. The operator will make good faith efforts to limit non-compliance and to minimize damage.

79.2. it is due to unforeseen circumstances arising from domestic or cross-border transport (e.g. detention of the parcel for verification of contents due to breaches of applicable law, completion of customs formalities of the host country, payment of customs duties or other charges). In this case, the delivery period is automatically extended by the number of days for which the parcel has been detained by the competent authorities.

79.3. the damage or destruction of parcels has occurred through the fault of the sender or arises from the nature of the contents of the parcel.

79.4. the parcel contains prohibited articles or substances and has therefore been confiscated or destroyed by the competent authorities (including in other countries through which the parcels transported) in the prescribed manner.

79.5. due to an incomplete or incorrect contact address or telephone number, the parcel has not been delivered to the addressee or has been delivered to another person;

79.6. when no written complaint has been filed within the term under Item 67 of these GT.

80. Without derogating from the right of the user to file a complaint within the term under Item 67 of these GT, the operator shall not be liable for damage to the parcel when the addressee has exercised his right to open or test the parcel before its acceptance with the corresponding additional services and after the examination, he accepted it without remarks.

81. The term for payment of compensation on a lawful complaint filed by a user is 15 working days after the operator notifies the claimant of its decision on the complaint and the latter indicates its bank account or post office where to receive the compensation.