

**GENERAL TERMS AND CONDITIONS OF THE CONTRACT WITH THE USERS  
OF THE UNIVERSAL POSTAL SERVICE AND POSTAL MONEY TRANSFERS  
PROVIDED BY BULGARIAN POSTS PLC**

**SECTION I  
GENERAL PROVISIONS**

1. These General Terms and Conditions of the Contract with the Users of the Universal Postal Service and Postal Money Transfers (“Services”) provided by Bulgarian Posts Plc (BP), hereinafter referred to as “General Terms and Conditions“, include: general provisions; scope and characteristics of the services; access conditions; rights and obligations of BP; responsibilities of BP; rights and obligations of clients; clients’ responsibilities; conditions for the receipt of postal items and postal money transfers; quality and service efficiency requirements; method of payment for services; prohibited objects and substances; terms and time limits for delivery of postal items and payment of postal money transfers; return of undelivered postal items and unpaid postal money transfers; contract implementation; complaint and indemnity procedures and dispute resolution process.

2. The terms and conditions shall apply to domestic and international postal services provided by BP, which include the universal postal service and postal money transfers.

**SECTION II  
SCOPE AND CHARACTERISTICS OF THE SERVICES**

3. Scope and characteristics of services

3.1. The universal postal service includes:

3.1.1. Acceptance, transportation and delivery of domestic and international postal items as follows:

- a) Correspondence items - up to 2 kg.
- b) Small packages - up to 2 kg.
- c) Printed matter - up to 5 kg.
- d) Items for blind and partially sighted persons - up to 7 kg.
- e) Postal parcels - up to 20 kilograms. The weight limit for parcels sent from other countries may be higher and reach the weight limit as specified in the Acts of the Universal Postal Union.

3.1.2. Additional “registered” and “insured value” services.

3.1.3. Postal items under p. 3.1.1 (a), (b), (c), (d) may be:

3.1.3.1. Registered or non-registered.

3.1.3.2. Priority or non-priority. International registered postal items can only be sent as priority items.

3.1.3.3. Format P, G or E.

- Format P – small non-registered correspondence item.
- Format G – large non-registered correspondence item.
- Format E – bulky item – all non-registered correspondence items exceeding the G format limits in one or more of the four criteria (length, width, thickness and weight), all registered items and all printed matter and small packages.

3.2. Postal money transfers as part of non-universal postal services.

**4.** Registered items may be sent as insured value items. Domestic insured value items may be sent with or without cash on delivery.

**5.** Domestic and international parcels may be sent with or without insured value. Domestic insured value items may be sent with or without cash on delivery.

**6.** The insured value under p. 4 and 5 shall be indicated by the sender, and shall correspond to the actual value of the contents of the item.

**6.1.** The maximum insured value, up to which domestic postal items are accepted, shall be determined by BP. The maximum insured value, up to which international postal items are accepted, shall be determined by the postal operator in the country of destination.

**7.** The provisions of the Acts of the Universal Postal Union, which have been ratified and published according to the established procedure, shall apply to international postal items.

**7.1.** International postal items shall be accepted open so that the contents can be checked up for prohibited and dangerous objects and for compliance with the accompanying documents.

**8.** Postal money transfers may be domestic and international. Domestic postal money transfers are provided as per Postal Services Act. International postal money transfers are provided on the basis of contracts with foreign executing institutions and intermediary institutions signed in accordance with the acts of the Universal Postal Union.

**8.1.** The maximum amount to be accepted for individual postal money transfers shall be determined by Bulgarian Posts Plc.

**8.2.** Domestic money transfers may be standard or express.

**9.** BP shall determine the forms and contents of the documents (forms) to be completed upon acceptance, transportation and delivery of postal items and postal money transfers, and shall make available the forms at all post offices. The forms may also contain conditions other than the General Terms and Conditions as per p. 11.

### **SECTION III ACCESS CONDITIONS**

**10.** BP shall provide users with equal access to its postal network for the use of the Services. Signing individual contracts with users shall not be necessary.

**11.** The parties to the contract under p. 10 may also negotiate other conditions for the provision of the Services, for which an individual contract shall be concluded, with these General Terms and Conditions being an integral part thereof.

**12.** The contract under p. 10 shall be deemed in force upon the submission of the items at the access points, where the senders hand over and BP accepts the postal items, and the price for the service shall be paid as follows:

**12.1.** For non-registered postal items, for which the price has been paid in full, by placing them in BP mailboxes, or handing them over at a PO or to persons authorized by BP.

**12.2.** For postal parcels and registered items – upon handing them over at a PO or to persons authorized by BP, with a receipt for the price paid for postal services being issued.

**12.3.** For postal money transfers - by depositing the amount of the transfer at a post office, with a receipt for the price paid for postal services being issued.

## **SECTION IV RIGHTS AND OBLIGATIONS OF BP**

**13.** BP shall provide the postal services, referred to in p. 3, through its postal network on the territory of the whole country during specified working hours, with a legally determined quality and at affordable prices, ensuring their use by all users on the territory of the whole country, regardless of their geographical location.

**13.1.** The working hours of post offices shall include all working days – at least 5 days a week. The working days and working hours of post offices shall be determined by BP, and shall be put at post offices in a place accessible to all users, as well as on BP's website.

**13.2.** An exception to the obligation as per p. 13.1 shall be allowed:

- a) In case of "Force Major", "Martial Law", "War Situation" or "Emergency Situation" as defined in the Defense and Armed Forces Act of the Republic of Bulgaria when an emergency working time schedule shall be established.
- b) In settlements in hard-to-reach areas. The specific settlements and the working days, on which postal services are provided, shall be determined by BP in coordination with the mayors of the respective municipalities and according to the requirements of the Criteria for Determining Hard-to-Reach Areas and the Settlements thereof. The list shall be approved by the CRC. Information about them shall be published on BP's website.

**13.3.** BP shall put the General Terms and Conditions in a visible and accessible place to users at all post offices and publish them on its website.

**13.4.** BP shall put in a visible and accessible place to users at all post offices information about:

- a) The technical requirements for items – shape, dimensions, weight, packaging, etc. and requirements for their addressing.
- b) The prices of the services.
- c) The objects and substances prohibited for insertion in postal items.
- d) The compensation amounts.
- e) The time limit for accepting complaints.

**13.5.** BP shall place mailboxes in publicly accessible places for acceptance of non-registered items.

**13.6.** BP may also use group parcel lockers for delivery of non-registered items.

**14.** BP shall keep the confidentiality of correspondence, both during and after the provision of the service.

**15.** BP shall, within the time limits specified in p. 33 and 34, deliver the items and pay out the money transfers to the persons specified by the senders in the manner provided for in Section XII of these GTC.

**16.** BP shall comply with the requirements for the protection of personal data, in accordance with the Personal Data Protection Act.

**16.1.** BP is an obliged entity and shall comply with the requirements of the Anti-Money Laundering Measures Act when providing the "postal money transfers" service.

**17.** BP has no right to:

- a) Appropriate postal items.
- b) Open postal items, except in the cases under Art. 93 of the PSA, when there is sufficient reason to believe that an accepted postal item contains prohibited objects or substances under Art. 90 and Art. 91 of the PSA.

- c) Take the contents from open postal items (items with damaged packaging).
- d) Transmit postal items to third parties in order for the latter to find out about their contents, except in cases under Art. 93 of the PSA, when there is sufficient reason to believe that the accepted postal item contains prohibited objects or substances under Art. 90 and Art. 91 of the PSA.
- e) Provide reference or information to third parties about postal items and their contents and about money transfers, in addition to the sender and recipient or persons authorized by the former, as well as to the relevant authorities and in the cases provided for by law.
- f) Inform anyone other than the authorities in the cases specified by law, for postal traffic between individuals.
- g) Accept postal money transfers without the sender being identified by his/her Unified Civil Number (UCN)/Personal Number of Foreigner (PNF)/Unique Identification Code (UIC).
- h) Accept postal items under p. 31.4.1. without the sender being identified by his/her Unified Civil Number/Personal Number of Foreigner/Unique Identification Code.

**18.** BP shall repack items the integrity of which is violated in order to preserve their contents. In case of repackaging a document as per a template shall be drawn up. The document shall be drawn up by the postal employee who carries out the repackaging and two witnesses. The document shall contain the names of the persons drawing up the document; date and time of repackaging; name of the post office (PO); item type with indicated weight, insured value and cash on delivery; post office and date of submission; full address of the sender and recipient; a detailed description of the external condition of the packaging and the contents of the item and possible causes of the damage. A copy of the document shall be handed over to the recipient upon delivery of the item; the recipient can make a complaint if he/she considers that BP is to blame for the damage.

**19.** The customs control and the customs clearance of international postal items shall be carried out in compliance with the Customs Act.

## **SECTION V RESPONSIBILITIES OF BP**

**20.** BP shall owe compensation to consumers in the following cases:

- a) For lost, stolen or damaged, fully or partially, registered items, parcels, items with insured value and cash on delivery.
- b) Returned postal parcels when no reasons for their non-delivery have been indicated.
- c) Failure to comply with the time limits for delivery of postal items and postal money transfers in accordance with Section IX.
- d) For unpaid domestic and international postal money transfers due to BP's fault within the prescribed limitation period or money transfer amounts paid to unauthorized persons.

**21.** The compensation amounts for domestic postal items shall be determined by Bulgarian Posts, and for international postal items, in accordance with the Acts of the Universal Postal Union.

**22.** BP shall not be responsible:

- a) For non-registered postal items.
- b) For damage or destruction of registered items or postal items with insured value as a result of force majeure.
- c) Where registered postal items cannot be traced due to destruction of official documents for them by force majeure.
- d) Where the damage or destruction of postal items has occurred due to the sender's fault or arises from the nature of the contents of the postal items.
- e) For postal items containing prohibited objects or substances which were for that reason confiscated or destroyed by the competent authorities in accordance with the established procedure.
- f) When, due to:
  - incomplete or incorrect address, the postal item was delivered to another person;
  - incomplete or incorrect address or incomplete or incorrect bank details, the postal money transfer was paid out to another person.
- g) When the sender of a registered postal item, an item with insured value and cash on delivery, a parcel or a postal money transfer has not submitted a written complaint within 6 months from the day following the day of submission.
- h) For delayed or undelivered items and unpaid money transfers due to incomplete or incorrect address.

## **SECTION VI RIGHTS AND OBLIGATIONS OF THE USERS**

**23.** The users shall be entitled:

**23.1.** To receive information in an accessible manner about:

- a) The technical requirements of BP about the shape, dimensions, weight, packaging, etc., as well as the proper manner of addressing postal items, including by filling in indicative templates.
- b) The prices of the services.
- c) The objects and substances prohibited for insertion in postal items.
- d) The compensation amounts.
- e) The time limit for accepting complaints.
- f) Other requirements related to the use of the service.

**23.2.** To make complaints in the cases according to p. 20 and to receive compensation accordingly.

**24.** Until the time of delivery of the item or the payment of the money transfer to the recipient, the sender shall be entitled to request, with a written application and against payment of an additional fee:

- a) To have a postal item or a money transfer sent by them returned to them.
- b) To correct the name and address of the recipient and the destination of the item or to change the recipient.
- c) To correct errors in the name of the recipient, the address and the destination of the money transfer.
- d) To extend the period for storing postal items at post offices with up to 15 days above the established time for delivery, with the exception of items with perishable contents.

**25.** The recipient shall be entitled, with a written application submitted at a post office and against payment of a certain fee, to request:

- a) To have an item or a standard postal money transfer payable in cash addressed to them forwarded to a new address in the same or another settlement.
- b) To have the period for storing postal items at the post office of delivery extended with up to 15 days above the established period, with the exception of items with perishable contents.

**26.** Senders of postal items shall:

- a) Comply with the requirements for shape, weight, dimensions and addressing, in accordance with p. 31.
- b) Submit items with packaging and closure, in accordance with the requirements of p. 31.3.
- c) Not place prohibited objects and substances in postal items, in accordance with p. 38.
- d) Prepay the price of the services they use.
- e) Not use forged, used or outdated stamps, forged or outdated postal seals, vending machines, billing machines, printing presses and other printing or stamping equipment as well as forged international reply coupons.

**26a.** Senders of postal money transfers shall provide UCN/PNF/UIC when submitting postal money transfers.

In case of refusal of the sender to have his/her personal data processed by entering it in the official forms and software products, the money transfers shall not be accepted. In case of refusal of the sender of a money transfer to fill in declarations in the presence of the conditions under the Anti-Money Laundering Measures Act (AMLA) and the Measures Against the Financing of Terrorism Act (MAFTA), the transfer shall not be accepted.

**27.** Recipients shall install and maintain mailboxes for the delivery of non-registered postal items and official notices at locations that are accessible and safe for postal employees – at the entrances of the buildings and in the yards. The names of the users have to be indicated on the mailboxes.

## **SECTION VII RESPONSIBILITIES OF USERS**

**28.** Senders shall be liable for any damage caused by items submitted by them to property or employees of BP, as well as to other persons, due to incorrectly declared contents or inappropriate packaging.

**29.** Senders shall be liable to BP for any damage caused by items submitted by them to other items. The liability shall be limited to BP's liability to the persons whose items are damaged.

**30.** Users shall be liable for the correct addressing of postal items and postal money transfers. Postal items and money transfers with incomplete, inaccurate and illegible addresses shall be returned to the senders.

**SECTION VIII**  
**CONDITIONS FOR ACCEPTANCE OF POSTAL ITEMS AND POSTAL MONEY**  
**TRANSFERS**

**31.** BP shall determine mandatory requirements regarding the shape, minimum and maximum size, weight and the manner of packaging and addressing of postal items.

**31.1.** The size restrictions for correspondence items, small packages, printed matter and items for the blind and partially sighted persons by formats are as follows:

Format P – small letter post item - an item of correspondence and a postcard with dimensions:

Item of correspondence - size restrictions:

minimum: 90 x 140 mm;

maximum: 165 x 245 mm;

maximal thickness: 5 mm;

weight up to 50 grams.

Postcard - size restrictions:

minimum: 90 x 140 with a deviation of 2 mm;

maximum: 120 x 235 mm with a deviation of 2mm.

Format G – large letter post item – an item of correspondence with dimensions:

minimum: 90 x 140 mm;

maximum: 305 x 381 mm;

maximal thickness: 20 mm;

maximum weight: 500 gr.

Format E – bulky letter post item - an item of correspondence, printed matter, small package with dimensions:

Minimum: not smaller than 90 x 140 mm with a deviation of up to 2 mm. Rolls: the length plus twice the diameter 170 mm, with the largest dimension not exceeding 100 mm.

Maximum: The maximum sum of the length, width and thickness can be 900 mm; the largest of the three dimensions can be up to 600 mm. Rolls: the sum of the length and twice the diameter cannot exceed 1040 mm; the largest dimension can be up to 900 mm.

Maximum weight:

- Items of correspondence and small packages – up to 2 kg;

- Printed matter – up to 5 kg;

- Items for the blind and partially sighted persons – up to 7 kg.

**31.2.** Postal parcels shall have the following dimensions and weight:

**31.2.1.** The size and weight restrictions for parcels shall be as follows:

– weight up to 20 kg and size of each of the three dimensions (length, width and height) - between 100 mm and 600 mm.

**31.2.2.** Cumbersome postal parcels from and to the country – up to 1 m in one of the three dimensions (length, width and height) or containing fragile items.

**31.2.3.** The weight of postal parcels submitted from/to other countries may be up to 31,5 kg and the dimensions – up to 1,50 m for one of the dimensions or 3 m for the sum of the length and the largest circumference, measured not along the length of the item.

**31.3.** The packaging and sealing of the items have to be consistent with their volume, weight and contents so as to ensure their protection from damage.

**31.4.** Manner of addressing postal items:

- a) In the bottom right corner of the item, the details of the recipient of the item shall be written down:
  - full name;
  - address – street, number, block, entrance, floor, apartment;
  - region;
  - telephone number of the recipient;
  - postal code and name of the settlement, and for international items the name of the country.
- b) In the upper left corner or in the upper part of the reverse side of the item (except for parcels) the data of the sender of the item shall be written down:
  - full name;
  - address – street, number, block, entrance, floor, apartment;
  - region;
  - telephone number of the recipient;
  - postal code and name of the settlement, and for international items the name of the country;
  - for domestic items with an additional cash on delivery service, the mobile telephone number of the sender is required with the aim of notifying them about the receipt of the amount.
- c) Domestic postal items and money transfers are addressed in the Cyrillic alphabet. Exceptions are allowed for senders and recipients who are foreign citizens and who do not have an identity document in Cyrillic. In these cases, the data is written in Latin. International postal items and international money transfers are addressed in Latin letters and Arabic numerals. Preferably, the name of the country of destination should be written in the corresponding language and in a familiar international language.

**31.4.1.** When submitting domestic and international postal items, the sender has to write down his/her full name and exact address on the item and the letterhead.

When submitting international parcels and small packages, the sender has to write down his/her telephone number, full name and exact address on the item, with the data being verified by presenting an identity document.

When accepting domestic and international items, BP shall collect identification data (full name and UCN or PNF for individuals, respectively name and UIC for legal entities), as well as identification data of an authorized person, of:

- a) Senders of domestic and outbound international postal items with cash on delivery.
- b) Senders of outbound international items - small packages and parcels other than those referred to in letter “a”.



- c) Recipients of cash on delivery amounts, including when received by postal money transfer.

The UCN/PNF/another number from the identification document of the sender, as well as the data of the authorized person and the power of attorney in case of authorization, shall be entered in the software product.

In cases where the bearer of the item is not the sender, the bearer shall be required to present a power of attorney – one-time, notary or fixed-term. The authorized person shall be identified by presenting an identity document.

**31.4.2.** When accepting domestic and international postal money transfers, the sender has to write down his/her full name and exact address on the form, with the data being certified by presenting an identity document. The sender/authorized person shall sign the form. The UCN/PNF/another number from the identification document of the sender, as well as the data of the authorized person and the power of attorney in case of authorization, shall be entered in the software product.

**31.5.** BP may determine specific requirements as to the exact location and manner of addressing and contents of the postal items with the aim of using mechanized and automated sorting methods, of which it shall notify the users in an appropriate manner.

**31.5.1.** In machine-processed correspondence items and printed matter, paper clips, staplers and other articles shall not be allowed.

**32.** In addition to the method specified in p. 31.4, users can address postal items and postal money transfers:

- a) Poste restante/On demand – at the PO of delivery, indicating the name of the recipient. When addressing domestic postal money transfers as Poste restante/On demand, the sender has to write down the recipient's telephone number on the form.
- b) To a subscription mailbox, by indicating the recipient's name and the number of the mailbox and the post code of the post office of delivery.

## **SECTION IX QUALITY REQUIREMENTS FOR THE UNIVERSAL POSTAL SERVICE AND SERVICE EFFICIENCY**

### **TIME LIMITS FOR DELIVERY OF POSTAL ITEMS, POSTAL PARCELS, and PAYMENT OF POSTAL MONEY TRANSFERS AND REIMBURSEMENT OF THE CASH ON DELIVERY AMOUNT**

**33.** BP shall provide the service under p. 3.1 with quality in compliance with the quality standards for the universal postal service and service efficiency as determined by a decision of the CRC.

The quality standards, determined by a decision of the CRC, shall include:

**33.1.** End-to-end transit times for postal items and parcels:

**33.1.1.** Domestic non-registered postal items with priority:

D + 1 - not less than 80% of postal items

D + 2 - not less than 95% of postal items

**33.1.2.** Domestic non-registered postal items without priority:

D + 2 - not less than 80% of postal items

D + 3 - not less than 95% of postal items

**33.1.3. Domestic parcels:**

D + 2 - not less than 80% of postal parcels

D + 3 - not less than 95 % of postal parcels

The end-to-end transit time for domestic non-registered postal items shall be considered to be the time for conveyance from the access point where the postal item is submitted to the delivery to the recipient's address.

The end-to-end transit time for domestic parcels shall be considered to be the time for conveyance from the access point where the parcel is submitted to the delivery of a receipt invitation to the recipient's address.

**33.2.** Regularity of collection and delivery of postal items.

**33.3.** Time limits for processing complaints.

**34.** BP shall provide the services under p. 3.1. and p. 3.2. within the following time limits:

**34.1.** Time limit for delivery of registered and non-registered postal items with priority - up to 3 working days from the day of their submission at the PO.

**34.2.** Time limit for delivery of registered and non-registered postal items without priority - up to 4 working days from the day of their submission at the PO.

**34.3.** Time limit for delivery of parcels - up to 3 working days from the day of their submission at the PO.

**34.4.** Time limit for payment of postal money transfers:

**34.4.1.** Standard - up to 12 hours from the receipt of the money transfer in the destination post office, within the working hours of the office.

**34.4.2.** Express - up to 6 hours from the receipt of the money transfer in the destination post office, within the working hours of the office.

**34.5.** End-to-end transfer time for standard and express postal money transfers:

**34.5.1.** Standard – D+2 – not less than 85% of standard postal money transfers.

**34.5.2.** Express – D+0 – not less than 90% of express postal money transfers.

**34.6.** Time limit for reimbursement of the “cash on delivery” amount to the sender.

The payment of the cash on delivery amount in cash shall be made immediately after the receipt of the message confirming the delivery of the item.

The payment of the cash on delivery amount to a bank account shall be made according to the agreed time limit with the sender of the item, but not earlier than 5 days after delivery of the item.

## **SECTION X METHOD OF PAYMENT FOR THE SERVICES**

**35.** BP shall determine the prices of the services within the scope of the universal postal service, in accordance with the rules of the “Ordinance on determining the rules for the formation and application of the prices of the services within the scope of the universal postal service” and the “Methodology for determining the affordability of the price of the universal postal service”, by submitting them to the CRC for approval 30 days before their entry into force.

**35.1.** The prices of postal money transfers shall be determined by BP, according to market demand and supply and are provided to the CRC for information 10 days before their entry into force.

**35.2.** BP shall inform its users of any change in universal postal service prices by placing a notice in all post offices at least seven days before their implementation. Price information shall also be published on BP's website.

**35.3.** The prices of postal money transfers shall be published in a place accessible to users and on the BP website.

**35.4.** Postal service prices shall be prepaid by users. Payment shall be made in cash, non-cash payment, through postage stamps or in another manner, depending on the procedure for payment of the relevant service determined by BP.

**35.5.** Payment for postal services can be made also within time limits negotiated with BP.

**35.6.** The prices of the following services can be paid with postage stamps:

- a) the price per weight for domestic correspondence items, printed matter and small packages with and without "priority";
- b) the price per weight for international "non-priority items" and "priority items";
- c) the additional "registered" service both for domestic and international items.

**35.7.** For international "priority items" and "non-priority items" the price can also be paid with international reply coupons.

**35.8.** The price paid in cash or by cashless means shall be reflected on the items by imprints on automatic machines, charging machines, printing presses and other printing or stamping equipment with the text "price paid".

**35.9.** The following postal services within the scope of the universal postal service regarding acceptance, conveyance and delivery, provided by BP, shall be free of charge:

- d) Domestic and international official postal items of the Minister of Transport, Information Technology and Communications, of the CRC and BP, related to postal activity and correspondence with the Universal Postal Union and with international bodies and organizations, and bodies for regulation and coordination of postal services.
- e) Items for the blind and partially sighted persons - items containing correspondence and literature in any form, including sound recordings, as well as any equipment or materials made or adapted to assist the blind or partially sighted persons.
- f) Postal items and postal money transfers for prisoners of war and interned civilians referred to in the Geneva Convention of 12 August 1949 on the Protection of Civilian Persons in Time of War.

**35.10.** Based on the Regulations of the Universal Postal Union for returned international parcels, the sender shall owe:

- forwarding price;
- non-canceled prices and charges payable to the designated postal operator of destination at the time of return to the sender.

**36.** On the basis of Art. 66, para 3 of the PSA, Bulgarian Posts Plc shall negotiate different prices with users who consistently send a large number of their own postal items, subject to the principles of publicity and equality of treatment.

**36.1.** The specific conditions and prices are agreed by the CRC and are an integral part of the "Prices of services within the scope of the universal postal service provided by Bulgarian Posts Plc".

**37.** Unpaid non-registered items submitted in BP mailboxes.

**37.1.** A non-registered item sent with stamps with a nominal value less than the service price/without stamps and with the sender's address available, shall be returned to the sender as per the procedures for non-registered items, with a message for payment of the difference in the service price attached.

**37.2.** A non-registered item sent with stamps with a nominal value less than the price of the service/without stamps and without the sender's address available, shall be stored in the PO for 30 days from the date of removal of the item from the mailbox, and after expiration of the period it shall be destroyed in accordance with p. 54.1.

## **SECTION XI OBJECTS AND SUBSTANCES PROHIBITED FOR PLACEMENT IN POSTAL ITEMS**

**38.** Users are not allowed to place the following articles and substances in domestic and international items:

- a) Narcotic, anaesthetic, psychotropic and poisonous substances.
- b) Weapons, ammunition, pyrotechnics, explosives, flammable or other hazardous substances and objects.
- c) Indecent or contradictory to the moral norms objects.
- d) Objects and substances which, due to their nature or packaging, endanger the life or health of postal employees or other persons, or which may contaminate or damage other items and postal equipment.
- e) Religious materials of forbidden or not registered in our country sects and organisations.
- f) Mobile cultural monuments without an issued licence or certificate.
- g) Excise goods and tobacco waste, the holding, moving, transportation, supply and sale of which are prohibited by the Excise Duties and Tax Warehouses Act.

**38.1.** In items, with the exception of those with insured value, it shall not be allowed to insert coins, banknotes, currency notes, traveller's checks, objects that bring value to the sender, platinum, gold, silver, processed or unprocessed precious stones and other valuable objects.

**38.2.** In international postal items, including those with insured value, in addition to the substances and objects in p. 38 and 38. 1., other substances and objects specified in international contracts, as well as objects the importation or distribution of which is prohibited in the country of destination, cannot be placed. Information about prohibited substances and objects shall be made available to senders in all PO.

**38.3.** Postal items containing animals and perishable biological substances, including diagnostic specimens, shall not be accepted if their packaging does not meet the requirements laid down in a Bulgarian regulatory act, in the Regulations of the Universal Postal Union.

**39.** In case it is suspected that prohibited objects or substances have been inserted in items, the PO shall request the sender's consent to make an inspection. In case of refusal the item shall not be accepted.

**40.** Where there is sufficient reason to believe that an accepted postal item contains prohibited objects or substances, BP shall detain the item and, in consultation with the inspecting officer, shall request written consent from the sender or recipient to open it. In the event of refusal or in the absence of a response, the inspecting officer shall notify BP and the relevant competent government authorities to order further action.

**SECTION XII**  
**TERMS AND CONDITIONS FOR DELIVERY OF POSTAL ITEMS AND PAYMENT**  
**OF POSTAL MONEY TRANSFERS**

41. BP shall deliver each postal item to the person indicated as the recipient in the address.

**42. Non-registered postal items shall be delivered as follows:**

- a) In the recipients' mailboxes, placed at the address of receipt.
- b) At post offices or group parcel lockers if the item is addressed to a recipient who lives outside the boundaries of the settlement.
- c) At the PO of receipt if the item is addressed "on demand/poste restante". The recipient shall identify themselves with an identity document.
- d) In the recipient's subscription mailbox in the PO if the item is addressed to a "subscription mailbox".
- e) When the dimensions of non-registered postal items do not allow for delivery to the mailbox, the items shall be delivered to the address. When the item cannot be delivered during the visit to the address due to the recipient's absence, a written notice shall be left in the recipient's mailbox inviting them to collect the item at the post office of delivery. When the recipient appears at the post office, the item shall be delivered after identification with an identity document.

The delivery period shall be 20 days from the date of receipt of the item at the post office. If the recipient does not come within 10 calendar days from the date of receipt of a non-registered postal item at the post office, a second written notice shall be sent.

**43. Terms and conditions for delivery of registered postal items, postal parcels and money transfers:**

- a) The delivery of registered postal items, postal parcels and money transfers shall be made in person to the recipients or to persons authorized by them against signature. The recipient/authorized person shall identify themselves by an identity document. Upon payment of a domestic postal money transfer "poste restante/on demand", the recipient shall provide the sender's name, the amount of the transfer and their telephone number entered by the sender on the form. Upon payment of a domestic postal money transfer addressed by the sender to an address other than the address indicated in the recipient's identity document, the recipient shall provide the sender's name and the amount of the transfer. To prove the delivery of registered postal items, parcels and money transfers, the full name and UIC/name of legal entity and UIC/ and the full address of the recipient and of the authorized person in case of authorization, shall be entered in the official forms and the software products.
- b) If the recipient refuses to receive the postal item, postal parcel and postal money transfer, they shall indicate this on the item or the official form and sign it. If the recipient refuses to indicate this, the refusal shall be entered by the postal employee.
- c) The personal data referred to in (a) shall be collected, processed and used only to prove the identity of the recipient in connection with the delivery of the respective postal item and the payment of the money transfer.
- d) If the recipient refuses to have their personal data processed, by entering them in the official forms and software products, registered postal items, parcels and

money transfers shall be returned to the sender. If the recipient of a money transfer refuses to complete the declarations under the Anti-Money Laundering Measures Act (AMLA) and the Measures Against the Financing of Terrorism Act (MAFTA), the transfer shall be returned to the sender.

- e) If the sender (in their capacity as a recipient) refuses to have their personal data processed, by entering them in the official forms and software products, or refuses to fill in the declarations if the conditions are met, under the Anti-Money Laundering Measures Act (AMLA) and the Measures Against the Financing of Terrorism Act (MAFTA), registered postal items and parcels shall be stored according to p. 54, and money transfers according to p. 54.3.
- f) In the case of a personal data controller within the meaning of the Regulation, BP shall process the personal data of senders and recipients of postal items and money transfers only for the purpose of complying with these General Terms and Conditions and for the protection of their legitimate interests and the legitimate interests of BP.

Personal data shall be stored for the periods specified for the storage of postal items and money transfers to which they refer. After the expiration of the specified period, personal data shall be deleted, unless there is another reason for their processing.

BP has implemented physical and technical data protection measures to maintain confidentiality, integrity and availability of information in accordance with international information security standards.

Personal data may be provided to third parties only in the cases provided for in the legal act, on the basis of Regulation (EU) 2016/679 and the Personal Data Protection Act.

- g) When delivering items to the recipient's home, the data under item 44, a shall be entered.

#### **44. Delivery of registered postal items:**

- a) Registered postal items shall be delivered to the recipient's address against signature. In the absence of the recipient, the item can be delivered to a person authorized by them, and when there is no express indication on the item "in person to the recipient", it can also be delivered to an adult member of the recipient's household living at the address indicated on the item, against signature and an identity document; the full name and relationship of the person, who received the item, shall be entered in the official documents.
- b) When the item cannot be delivered during the visit to the address due to the recipient's absence (an adult member of the household), a written notice shall be left in the recipient's mailbox inviting them to collect the item at the post office of delivery. The delivery time limit shall be 20 days from the date of receipt of the item at the post office. If the recipient does not come within 10 calendar days from the date of receipt of the item at the post office, a second written notice shall be sent.
- c) Registered items sent to sole traders and legal entities shall be delivered to the address indicated on the item in person to the recipient, at the clerk's office or to an authorized employee.
- d) Registered items sent to recipients, who live outside the boundaries of the settlement, shall be delivered to the PO of delivery, while notifying them via a written notice in the group parcel lockers to report to the PO.

- e) Registered items addressed as “poste restante/on demand” shall be delivered to the PO.
- f) Registered items addressed to subscription mailboxes shall be delivered to the recipients at the PO, while notifying them via a written notice left in the rented subscription mailbox to go to a designated counter.
- g) Delivery of registered items with insured value shall be carried out at the PO of delivery, with the recipients being notified by BP via a written notice.  
Registered items with insured value sent to recipients, who live outside the boundaries of the settlement, shall be delivered to the PO of delivery, while notifying them via a written notice in the group parcel lockers to report to the PO.
- h) Delivery of registered items with insured value can also be made to the recipient’s address if there is an additional agreement with the sender or the recipient and an additional price is paid for this service, according to the prices of the services provided by BP in force.
- i) When delivering registered items with an advice of delivery, the recipient shall sign the advice, fill in the date of receipt and the other necessary details and hand it over to the postal employee. BP shall return it for delivery to the sender as registered mail.

**45.** The delivery time limit for registered items shall be 20 days from the date of receipt of the item at the post office. If the recipient does not come within 10 calendar days from the date of receipt of the item at the post office, a second written notice shall be sent.

**46. Delivery of parcels:**

- a) Delivery of insured and non-insured parcels shall be carried out at the post office, and the recipients shall be notified by Bulgarian Posts via a written notice, which shall be delivered as per the procedures for registered items. The delivery time limit shall be 20 days from the date of receipt of the parcel at the post office. If the recipient does not come within 10 calendar days from the date of receipt of the parcel at the post office, a second written notice shall be sent. For each parcel not received within nine calendar days from the date of notification (advice of delivery or leaving a notice), the recipient shall pay a storage fee, according to the prices of the services provided by BP in force.  
Insured and non-insured parcels sent to recipients, who live outside the boundaries of the settlement, shall be delivered to the PO of delivery, while notifying them via a written notice in the group parcel lockers to report to the PO.
- b) Delivery of insured and non-insured parcels may also be made to the recipient’s address if there is an additional agreement with the sender or the recipient and an additional price for this service is paid, in accordance with the prices of the services provided by BP in force.

**47. Payment of postal money transfers:**

- a) Postal money transfers shall be paid to the recipients at the post offices within 20 calendar days from the date of issuance of the postal money transfer, for which the recipients of transfers shall be notified by BP via an official notice or by other means. Postal money transfers shall be paid in person to the recipients or to a person authorized by them.

- b) In case of payment of postal money transfers with an advice of delivery, the recipient shall sign the advice, fill in the date of receipt and other necessary details, and shall hand it over to the postal employee. BP shall return it for delivery to the sender as registered mail.

**48. Delivery of cash on delivery items:**

Delivery of registered items and postal parcels with cash on delivery shall be carried out at the PO of delivery, of which the recipients shall be notified by BP via an official notice.

**49.** Registered items and parcels with insured value and cash on delivery up to an amount determined by BP shall be delivered after payment of the cash on delivery amount by the recipient.

**49.1.** The collected cash on delivery amount shall be paid by BP to the sender of the item.

**50. Delivery of items with damaged packaging:**

- a) In case of transportation or delivery of postal items with damaged packaging, with evidence of tampering or with a difference in the weight of the item and the weight indicated on the item upon its acceptance, the post office shall compile a document as per a template.
- b) The document referred to in p. 50(a) shall include details of the date and time of delivery, the name of the post office, the type of item with the indicated weight, the insured value, the place and time of delivery, the full address of the sender and recipient, a detailed description of the external condition of the packaging and the contents of the item and possible reasons for the damage. The document shall be signed by the person preparing the document and the recipient of the item. If the recipient refuses to sign the document, the refusal shall be entered by the postal employee.
- c) A copy of the document together with the item shall be handed over to the recipient, who may make a claim if they consider that BP is responsible for the irregularities found in the item.

**51. Change of recipient's address:**

When recipients of postal items, postal parcels and postal money transfers have changed their address, postal items and postal money transfers shall be automatically transferred to their new address if it is known to the post office. In such cases the recipients shall pay the fee for the forwarding service. In the event that their new address is unknown, items and postal transfers shall be returned to the senders.

**52. Types of powers of attorney:**

Senders and recipients of postal items, postal parcels and postal money transfers may authorize other persons in writing to send or receive them via a single, temporary or notarized power of attorney.

In the official forms and software products for receiving items and parcels, for accepting and paying out money transfers, as well as when accepting items under p. 31.4.1., the full name, address and UCN of the authorized persons shall be entered.

The personal data recorded in the official forms and software products shall be collected, processed and used only to prove the identity of the sender or recipient in connection with the acceptance or delivery of the relevant item or the acceptance and payment of the postal money transfer.

**52.1.** Items without insured value and insured items up to 20% of the maximum insured value determined by BP, parcels without insured value and insured parcels up to 20%



of the maximum insured value determined by BP can be delivered to authorized persons on the basis of single powers of attorney for specifically defined items and parcels without certification in accordance with p. 52.4, with presentation of the identity document of the authorized person.

Postal money transfers of amounts up to 10% of the maximum amount determined by BP, addressed to natural persons, may be paid to authorized persons on the basis of single powers of attorney for a specific money transfer without certification in accordance with p. 52.4, with presentation of the authorized person's identity document.

Postal money transfers sent by natural persons of amounts up to the maximum amount determined by BP can be sent by authorized persons on the basis of single powers of attorney for a specific money transfer without certification in accordance with p. 52.4, with presentation of the identity document of the authorized person.

**52.2.** Single powers of attorney for the delivery of a particular postal item, parcel or payment of a postal money transfer shall be attached to the delivery/disbursement document.

Single powers of attorney for the acceptance of a particular postal item or postal money transfer shall be stored at the PO.

**52.3.** Persons authorized with a notarized power of attorney shall present it together with an identity document. The full name, address and UCN of the authorized person, the number of the power of attorney and the person who certified the respective power of attorney shall be entered in the official forms and software products.

**52.3.1.** Notarized powers of attorney can be used for repeated acceptance or delivery of postal items, postal parcels and for the acceptance and payment of postal money transfers.

**52.4.** The signatures on the powers of attorney issued by natural persons shall be certified by a notary or a district judge, and when there are none in the settlement - by the mayor of the municipality or the settlement, according to Art. 83 of the Law on Notaries and Notarial Activities.

**52.5.** Notarized powers of attorney shall be presented by the authorized persons when accepting or delivering postal items and when sending and receiving postal money transfers. After entering the numbers, dates and names of the bodies that certified the powers of attorney in the official documents and software products, they shall be returned to the authorized persons.

**52.6.** Temporary powers of attorney issued by the heads of institutions, organizations, military divisions and legal entities shall be signed by the respective head and sealed. The powers of attorney shall be issued in two copies for a period of up to 12 months. One copy shall be handed over at the relevant PO, where it shall be stored for 10 years after the expiry of the power of attorney. The other copy shall be presented by the authorized person upon each acceptance or delivery of the items and parcels and upon the acceptance or payment of money transfers. An annual fee determined by BP shall be payable for receiving or delivering postal items and receiving and paying money transfers with a temporary power of attorney.

**52.7.** Registered postal items, postal parcels and postal money transfers with a recipient who is a minor or a person aged between 14 and 18 years.

- a) Registered postal items, postal parcels and postal money transfers with a sender or recipient aged between 14 and 18 years shall be accepted or delivered, and postal money transfers shall be accepted or paid in person against signature in the presence and consent of a parent or a guardian. The parent or the guardian shall certify this quality with a birth certificate, respectively with a court decision.

Persons aged between 14 and 18 years may send or receive postal items, postal parcels and postal money transfers and in the absence of the parent or the guardian with notarized consent to send or receive them.

The sender/recipient and the parent or the guardian shall identify themselves with identity documents, and the full name, address and ID of the sender/recipient, respectively also of the parent or the guardian, according to p. 43 shall be entered in the official forms.

- b) Registered postal items, postal parcels and postal money transfers with the sender/recipient being a minor under the age of 14 shall be accepted/delivered, and postal money transfers shall be accepted/paid by/to a parent or a guardian upon signature and presentation of a birth certificate, respectively a court decision.

The parent or the guardian shall identify themselves with an identity document, and the full name, address and ID of the recipient/sender and of the minor shall be entered in the official forms and software products according to p. 31.4.1, p. 31.4.2 and p. 43, as well as the number and date of issuance of the birth certificate/court decision.

**52.8.** In case of refusal of the person authorized by the sender of a money transfer, a postal item or a postal parcel or refusal of the parent/guardian of the sender of a money transfer, a postal item or a postal parcel, who is a minor, to process their personal data by entering them in the official forms and software products or refusal to complete declarations under the Anti-Money Laundering Measures Act (AMLA) and the Measures Against the Financing of Terrorism Act (MAFTA), the postal money transfer, the postal item or the postal parcel shall not be accepted.

In the event of refusal by the person authorized by the recipient of a postal item or a money transfer or refusal by the parent/guardian of a recipient of a postal item or a money transfer, who is a minor, to process their personal data by entering them in the official forms and software products, the postal item, the parcel or the postal money transfer shall not be delivered/paid, but shall be stored at the relevant PO within the period provided for respectively in p. 44(b), p. 46(a) and p. 47(a), after which they shall be returned to the senders.

In the event of refusal by the authorized person/parent/guardian to complete declarations under the Anti-Money Laundering Measures Act (AMLA) and the Measures Against the Financing of Terrorism Act (MAFTA) upon payment of a postal money transfer, the money transfer shall not be paid, but shall be kept at the relevant post office for the period prescribed in p. 47(a), after which it shall be returned to the sender.

In case of refusal of the sender (as a recipient) or the person/parent/guardian authorized by them for processing their personal data, by entering them in the official forms and software products, or refusal for filling in declarations in the presence of the conditions under the Anti-Money Laundering Measures Act (AMLA) and the Measures Against the Financing of Terrorism Act (MAFTA), registered postal items and parcels shall be stored in accordance with p. 54 and money transfers in accordance with p. 54.3.

**SECTION XIII**  
**RETURN OF UNDELIVERED POSTAL ITEMS AND UNPAID POSTAL MONEY**  
**TRANSFERS**

**53.** Postal items that cannot be delivered because of the following reasons: recipients refuse to receive them or pay the cash on delivery amount; they have gone to an unknown address; are unknown at the specified address; the address provided is insufficient or does not exist, shall be returned immediately to the senders.

**53.1.** Money transfer amounts that have not been paid to the recipients for the reasons specified in p. 53 shall be returned immediately to the senders.

**53.2.** Registered correspondence items, printed matter, items for blind and partially sighted persons, small packages and parcels, which are not received within 20 calendar days from the date of their receipt at the post office of delivery, shall be returned to the senders after this period has expired. Parcels with perishable contents, when there is a sign of spoilage, shall be returned immediately to the sender, accompanied by documents as per a template.

**53.3.** Postal items addressed as “poste restante/on demand” that are not received within 20 calendar days of their arrival at the PO of delivery, and money transfers within 20 calendar days of the date of issuance, shall be returned to the senders after the expiration of this period.

**53.4.** Domestic standard and express money transfers, which are not received within 20 calendar days from the date of their issuance, shall be returned to the senders after the expiration of this period.

**53.5.** The amounts of electronic international postal money transfers that are not received by the recipients within 30 calendar days from their registration at the headquarters of BP Plc shall be withdrawn by the headquarters of BP Plc for return to the senders immediately after the expiration of this period.

Electronic international transfers made through the Financial Supermarket platform shall be available for payment within 21 days. After this period the transfer shall be returned to the sender.

The amounts of international postal money transfers on paper, which have not been received by the recipients by the end of the month following the month of their acceptance by the foreign administration, shall be sent immediately after the expiration of this period to the headquarters of BP Plc for return to the senders.

**54.** Undelivered postal items that cannot be returned to the senders because they refuse to receive them back, have gone to an unknown address, have an incomplete, inaccurate or illegible address, or fail to appear to collect them within 20 calendar days from the written notification, shall be destroyed after one year from the date of submission.

- a) Unpaid postal money transfers that cannot be returned to the senders for the reasons specified in p. 54, or they have not appeared to receive them within 10 calendar days after the written notification for the return, shall be sent to the headquarters of BP PLC for storage for the period specified in p. 54.3. Disbursement within this period shall be made upon application by the sender or recipient of the money transfer and payment of a specified price.

**54.1.** The destruction of postal items under p. 54 and official forms shall be carried out based on a protocol by a committee composed of three BP employees in the following manner:

- a) Correspondence items, printed matter and official forms shall be destroyed by shredding.
- b) Items in small packages and parcels that can be sold shall be sold at an auction, with the proceeds after deduction of the sales costs remaining for the benefit of BP.
- c) Items not sold after the auction under point “b” shall be disposed of in an appropriate manner in accordance with the Waste Management Act.

**54.2.** In accordance with the provisions of p. 54.1. undelivered items that cannot be returned to the senders because of an incomplete or inaccurate address or the lack thereof, as well as undelivered items left at a subscription mailbox following the tenant’s failure to report after the expiration of the box rental period, shall also be destroyed.

**54.3.** Amounts of postal money transfers which have not been paid to the recipients and returned to the senders for the reasons and within the time limit specified in p. 54 shall be held by BP at the disposal of the senders and recipients for five years from the end of the year of their submission, starting from the date of entry into force of these General Conditions; then they shall remain in favour of BP and the service forms shall be destroyed by shredding.

**54.4.** The term of storage of paid money transfers and their documents shall be five years after the year of payment, following which they shall be destroyed.

#### **SECTION XIV CONTRACT PERFORMANCE**

**55.** The contract shall be deemed performed:

- a) With the delivery of postal items, postal parcels and the payment of postal money transfers amounts or their transfer to the specified accounts.
- b) With the return to the senders of undelivered postal items, postal parcels or postal money transfers.
- c) In accordance with p. 54.1 and the recording of the amounts of unpaid postal money transfers under p. 54.3.
- d) With the payment of the cash on delivery amounts to the senders of the items.

#### **SECTION XV COMPLAINT AND COMPENSATION PROCEDURES AND DISPUTE RESOLUTION PROCEDURE**

**56.** A written complaint in the case of p. 20 and p. 50 may be submitted by the sender of the item/postal money transfer prior to the time of receipt/payment by/to the recipient.

**56.1.** Until the time of receipt/payment of the item/postal money transfer, the recipient may only make a complaint with the written consent of the sender.

**57.** The complaint shall be filed at the post office of delivery or receipt of the item or the money transfer or at any other post office, as well as electronically.

**57.1.** The complaint shall be accompanied by a photocopy of the delivery receipt or money transfer and the document of irregularities found in the delivery of the item if any. If the complainant cannot provide the mentioned documents, they shall indicate all the data concerning the item or money transfer – post office of submission and delivery, names and addresses of the sender and recipient, type, number, date of submission of the item or money transfer, contents, etc.

**58.** The time limit for filing a complaint shall be no later than six months from the date of acceptance of the item or postal money transfer.

**59.** BP is obliged to notify the claimant in writing of the result within 1 month from the date of submission of the complaint in the case of domestic items and domestic and international postal money transfers and 3 months in the case of international items. If the complaint is accepted, the compensation shall be paid within one month from the date of notification for domestic and international postal items and domestic money orders and 2 months for international money transfers. In case of incomplete data submitted in the complaint, the time limit shall be extended by the time necessary for clarification, but not longer than 1 month for domestic and 2 months for international complaints.

**59.1.** If the complaint is rejected or left unanswered within the time limit referred to in p. 59, the complainant may make a written request to the Communications Regulation Commission for an opinion on the dispute.

**59.2.** If the claim is rejected in whole or in part or is left unanswered within the time limit referred to in p. 59, the complainant may bring an action in court without having to comply with the provisions of p. 59.1. An action may also be brought before the court to resolve the dispute after application of the provisions in p. 59.1.

**60.** For domestic items, postal parcels and postal money transfers, BP shall owe the senders or recipients the following amounts:

- a) For completely damaged contents due to the fault of BP, a lost, completely robbed or handed over to unauthorized persons registered item – compensation equal to 15 BGN.
- b) For a lost, completely robbed or completely damaged postal parcel without insured value due to the fault of BP, as well as in case of lack or damage of part of its contents, not due to hidden defects of the packaging or the nature of the contents – compensation for the actual value of the damage caused, but not more than the amount calculated on the basis of the sum of 5 BGN per parcel and the price of 2 BGN per kg of item weight.
- c) For a lost, robbed or damaged postal parcel with insured value, as well as in case of absence or damage of part of its contents, not due to hidden defects of the packaging or the nature of the contents, compensation shall be paid for the actual value of the damage caused, but not more than the amount of the insured value.
- d) For postal money transfers amounts paid to unauthorized persons due to the fault of BP, the latter shall be liable to an amount equal to the amounts of the postal money transfers.
- e) For uncollected amounts for delivered parcels with cash on delivery or for collected cash on delivery amounts not transferred to senders, BP shall be liable to an amount equal to the cash on delivery amount.
- f) For non-compliance with the transfer and/or payment time limits for:
  - standard money transfers – the price paid;
  - express money transfers – the difference in the price paid between a standard transfer and an express transfer.
- g) For non-compliance with the time limits for delivery of postal items and parcels:
  - priority registered and non-registered – the difference in the price paid between a priority and non-priority item;
  - non-priority registered and non-registered – the price paid;
  - postal parcels – the price paid.

- h) The prices paid for the services shall be reimbursed together with the compensations due under (a) to (e).

**61.** For a lost, completely robbed or completely damaged priority international registered item, BP shall owe compensation equal to the BGN equivalent of 30 SDR (Special Drawing Right), as well as the sum of the prices paid when submitting the item, except for the registered service price.

For a lost, completely robbed or completely damaged priority international registered M bag, BP shall owe compensation equal to the BGN equivalent of 150 SDR (Special Drawing Right), as well as the sum of the prices paid when submitting the M bag, except for the registered service price.

**61.1.** The compensation for a partially robbed or partially damaged priority international registered item shall be in the amount of the actual value of the loss, but not more than 30 SDR.

The compensation for a partially robbed or partially damaged priority international registered M bag shall be in the amount of the actual value of the loss, but not more than 150 SDR.

**62.** In case of a partially robbed or partially damaged international item with insured value, BP shall owe the sender compensation in the amount of the actual value of the loss, but not more than the BGN equivalent of the SDR amount of the insured value.

**62.1.** If the item referred to in p. 62 is lost, completely robbed or completely damaged, BP shall reimburse the sender for the prices paid for the service, excluding the price for the additional service “insured value”.

**63.** For a lost, completely robbed or completely damaged international parcel, BP shall owe compensation in the amount of the sums calculated on the basis of the sum of the price of 40 SDR per parcel and the price of 4.50 SDR per kg, including the sum of the prices paid upon submission of the item.

- a) For a partially robbed or partially damaged international parcel, BP shall owe compensation corresponding to the actual value of the loss, but not more than the amounts calculated on the basis of the sum of the price of 40 SDR per parcel and the price of 4.50 SDR per kg.
- b) For a lost, completely robbed or completely damaged international parcel with insured value, BP shall owe compensation in the amount of the insured value calculated at the SDR to BGN exchange rate and the sum of the prices paid upon submission of the item, excluding the price for the additional service “insured value”.
- c) For a partially robbed or partially damaged international parcel with insured value, BP shall owe compensation corresponding to the actual value of the loss, but not more than the amount of the insured value calculated at the SDR to BGN exchange rate.

**63.1.** The BGN equivalent of the compensation shall be determined in accordance with the Regulations of the Universal Postal Union.

**64.** BP shall not be liable for indirect damages and unrealized profits from indirect damages resulting from lost, damaged, robbed, tendered to unauthorized persons or domestic and international items with delayed delivery.

**65.** BP shall not be liable under contracts for insurance of postal items concluded by the senders of items with insurers when the latter intervene in the rights of the insured pursuant to Art. 213 of the Insurance Code, in excess of the compensations to which the sender or

recipient is entitled under this Section of the General Conditions. The compensations shall be paid to the insurers if they are not paid to the senders or recipients of the items.

## **SECTION XVI DEFINITIONS**

**66.** For the purposes of the General Terms and Conditions:

**66.1. POSTAL ITEMS** shall mean items that contain objects with such physical qualities and technical parameters that allow for their conveyance through the postal network. Postal items shall be items of correspondence, printed matter, small packets, items for the blind and partially sighted persons, and parcels containing goods with or without commercial value.

**66.2. ITEM OF CORRESPONDENCE (LETTER AND/OR POSTCARD)** shall mean a postal item that contains a written message on any physical medium that must be carried and delivered to the address indicated by the sender on the item. Printed matter shall not be an item of correspondence.

**66.3. PRINTED MATTER** shall mean a postal item containing newspapers, periodicals, books, catalogues, reproductions on paper used in printing, with the sender's and recipient's address written on the item.

**66.4. POSTAL PARCEL** shall mean a postal item of specified dimensions and weight, usually containing goods with or without commercial value.

**66.5. POSTAL MONEY TRANSFER** shall mean a postal service whereby at an access point to the network of a postal operator licensed under Art. 39(3), the sender submits an amount in cash and orders electronically or in writing on paper that the full amount be paid in cash to the recipient without any deduction.

**66.6. REGISTERED SERVICE** shall mean an additional service, representing an agreed insurance against risks of loss, theft and damage, for which the sender receives a document for acceptance of the postal item and, at their request, an advice of delivery certifying its delivery to the recipient.

**66.7. INSURED VALUE** shall mean an additional service, representing the liability of the postal operator up to the value of the item's contents declared by the sender in the event of loss, theft or damage.

**66.8. CASH-ON-DELIVERY** shall mean an additional service whereby the postal item is delivered to the recipient against payment of an amount specified by the sender.

**66.9. INTERNATIONAL POSTAL ITEMS** shall mean items originating in or destined for another country.

**66.10. SPECIAL DRAWING RIGHT** shall mean the unit of account of the International Monetary Fund, also used in the Acts of the Universal Postal Union.

**66.11. USER** shall mean any natural or legal person who uses postal services as a sender or recipient.

**66.12. SENDER** shall mean any natural or legal person who sends a postal item and/or a postal money transfer.

**66.13. RECIPIENT** shall mean any natural or legal person designated in the address of the postal item and/or postal money transfer for which it is intended.

**66.14. HOUSEHOLD** shall include spouses, de facto cohabitants, as well as their children and relatives if they live with them.

**66.15. SMALL PACKAGE** shall mean a postal item that contains objects with or without commercial value with a maximum weight of up to 2 kg.

**66.16. ITEMS FOR BLIND AND PARTIALLY SIGHTED PERSONS** shall mean items containing correspondence and literature in any form, including sound recordings, and any equipment or materials made or adapted to assist blind or partially sighted persons.

**66.17. INTERNATIONAL REPLY COUPON** shall mean a special form approved by the Universal Postal Union with a specified sale and exchange value. With an international reply coupon, the sender prepays the recipient for the cost of a particular reply mail item.

**66.18. PRIORITY ITEMS** shall mean postal items that are carried and delivered in the fastest possible way.

**66.19. NON-PRIORITY ITEMS** shall mean postal items for which the sender has chosen a lower price, which implies a longer time for transportation and delivery.

**66.20. ACCEPTANCE OF POSTAL ITEMS** shall mean an activity of postal operators for receiving postal items submitted by senders at access points.

**66.21. TRANSFER OF POSTAL ITEMS** shall mean an activity of postal operators, covering the process from acceptance to delivery of postal items.

**66.22. DELIVERY OF POSTAL ITEMS** shall mean an activity that begins with sorting at the delivery center and ends with the delivery of the postal items to the recipients.

**66.23. ACCESS POINT** shall mean a stationary or mobile post office, postal agency, or remote postal desk where senders submit and the operator accepts postal items and postal money transfers, as well as mailboxes and other devices for public use, placed in locations accessible to senders.

**66.24. STANDARD DOMESTIC CORRESPONDENCE ITEM** shall mean a postal item with dimensions: maximum – 120/235 mm, minimum – 90/140 mm, and maximum thickness – 5 mm.

**66.25. POSTAL NETWORK** shall mean a set of organizationally and technologically interconnected units and means, which may include stationary and/or mobile post offices, postal agencies and remote postal desks, exchange and sorting centers and nodes, transport and technical means built and used with for the purpose of accepting, transporting and delivering postal items and making postal money transfers.

**66.26. FORCE MAJEURE** shall mean an unforeseen or unpreventable event of an extraordinary nature, which occurs after the conclusion of the contract.

**66.27. POSTAL SECURITY** shall mean a set of measures and actions for protection of postal items, cash, property of operators, life and health of employees and users, for ensuring the confidentiality of correspondence and inviolability of postal items, protection of personal data and assistance to detect violations and offences committed against or through the postal network. These measures are implemented through the relevant structures, qualified personnel and technical means.

**66.28. STATIONARY POST OFFICE** shall mean an essential element of postal networks, organized in self-contained facilities where postal services and other commercial activities are performed by postal operator officials through technologically interconnected workstations.

**66.29. MOBILE POST OFFICE** shall mean an element of postal networks, organized in the premises of specialized means of transport, where officials of a postal operator carry out postal services on a specified route and schedule in several locations without fixed postal stations.

**66.30. POSTAL AGENCY** shall mean an element of the postal network, organized in separate premises, where a postal operator provides postal services.



**66.31. REMOTE POSTAL DESK** shall mean a workplace organized to provide postal services in premises where other types of public services are also provided. The right to provide postal services is granted on the basis of a contract with a postal operator.

**66.32. DIRECT MAIL** shall mean an item consisting only of advertising or marketing materials and containing identical messages except for the recipient's name, address and identification number.

**66.33. ADVICE OF DELIVERY** shall mean an additional service whereby the postal operator informs the sender of a registered postal item, a postal parcel and/or a postal money transfer about their delivery to the recipient or to a person authorized by them.

## **FINAL PROVISIONS**

**67.** BP, on its own initiative or on the proposal of users and their legitimate organisations, as well as on the proposal of the CRC, may make amendments and additions to these General Terms and Conditions that are necessary for justified reasons. Changes to the General Terms and Conditions shall be made in the order of their adoption.

**67.1.** Amendments and additions to the individual provisions of the contract referred to in p. 11 shall be made by mutual agreement of the parties.

**68.** These General Terms and Conditions have been submitted for opinion to the Consumer Protection Commission, have been agreed with the Communications Regulation Commission and are issued in accordance with Art. 21 of the Postal Services Act, and shall enter into force on 3 July 2023. Upon their entry into force, they shall be published on the website of Bulgarian Posts Plc, and shall be made available in accessible places at post offices.

**69.** The relationship between BP and the users for accepted but undelivered postal items and unpaid money transfers as of the date of entry into force of these General Terms and Conditions shall be governed by the procedure in force on the date of acceptance of the postal items and money transfers.