

POSTAL DISPUTE RESOLUTION PANEL

Activity Report *2022*



Bundesnetzagentur

Postal Dispute Resolution Panel

Activity Report

2022

Report prepared in compliance with Section 34(1) of the Act on Alternative Dispute Resolution in Consumer Matters (Verbraucherstreitbeilegungsgesetz - VSBG) and Section 4 of the Ordinance on Information Obligations in Connection with Dispute Resolution in Consumer Matters (Verbraucherstreitbeilegungs-Informationspflichtenverordnung - VSBIInfoV)

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Foreword

The Bundesnetzagentur stands for robust consumer protection, which of course includes the postal sector.

Postal service providers convey several billion postal items in Germany every year.

When a postal item is damaged or gets lost or something otherwise goes wrong during its conveyance, customers often feel helpless when dealing with a postal service provider because the latter appears to be unapproachable or too powerful.

In those cases where the contracting parties are unable to reach an agreement, customers have recourse to the Postal Dispute Resolution Panel at the Bundesnetzagentur. In its capacity as a consumer conciliation body as defined by the Act on Alternative Dispute Resolution in Consumer Matters the Postal Dispute Resolution Panel works to bring about amicable solutions and offers both parties to the respective dispute a forum in the form of its dispute resolution process where the parties can present to each other all factors of relevance for resolving their dispute. This creates transparency and, in best-case scenarios, even fosters understanding for the other party's interests and concerns. The Bundesnetzagentur's Postal Dispute Resolution Panel moderated this process in an independent and impartial way more than 3,150 times in 2022.

As a result of the amendment of the Postal Act in 2021, postal service providers are generally no longer able to evade participation in the dispute resolution process. When a consumer initiates dispute resolution proceedings by submitting a corresponding request, the relevant postal service provider is obliged to participate in the process. The Ordinance on Postal Dispute Resolution which entered into force in July 2022 sets out in clear terms this mandatory participation and other requirements relating to consumer protection.

During the 2022 reporting year, the Postal Dispute Resolution Panel was incorporated into the Bundesnetzagentur's newly created Consumer Protection subdepartment. Consumer protection provided through the Bundesnetzagentur was also strengthened in the postal services sector a result of this step. This is impressively substantiated by the following report on the work done by the Bundesnetzagentur's Postal Dispute Resolution Panel during the year 2022.



Barbie Haller

Vice President of the Bundesnetzagentur für Elektrizität, Gas, Telekommunikation, Post und Eisenbahnen

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1 The Postal Dispute Resolution Panel of the Bundesnetzagentur

The Bundesnetzagentur's Postal Dispute Resolution Panel is a governmental postal dispute resolution body as defined by the Act on Alternative Dispute Resolution in Consumer Matters (Verbraucherstreitbeilegungsgesetz - VSBG) and is thus one of the dispute resolution bodies in the European Economic Area that are recognised by the European Commission. The Postal Dispute Resolution Panel has been attached to a dedicated Consumer Protection subdepartment at the Bundesnetzagentur since the year covered by this report.

The dispute resolution process strives to resolve disputes extrajudicially and constitutes an economic alternative to lawsuits. The process conducted by the Postal Dispute Resolution Panel is free of charge for both parties. Each party must bear only their own costs. The dispute resolution process aims to reach a final resolution of the dispute that is satisfactory for all parties involved.

In the years since the Postal Services Ordinance (Postdienstleistungsverordnung - PDLV) entered into force in 2001, the Postal Dispute Resolution Panel has mediated disputes between postal service providers and their customers.

Since 2016, the Act on Alternative Dispute Resolution in Consumer Matters has stipulated consumer protection rules for the process conducted by the Postal Dispute Resolution Panel and how it is organised. In addition, the Postal Act (Postgesetz - PostG) lays down further details for the dispute resolution process conducted by the Postal Dispute Resolution Panel. The Postal Services Ordinance contains additional provisions that could be of relevance for the process.

Consumer rights and the instrument of settling disputes out of court were significantly strengthened by the amendment of the Postal Act in 2021. With the enactment of this amendment, postal service providers are now obligated to take part in proceedings conducted by the Postal Dispute Resolution Panel which consumers have requested.

Pursuant to the above-mentioned amendment to the Postal Act, it also became possible to regulate the dispute resolution process and how the panel is organised in a separate ordinance that has the force of law. To achieve this, the previous ordinance was replaced by the new Ordinance on Postal Dispute Resolution (Post-Schlichtungsverordnung - PostSchliV) which entered into force in July 2022. This ordinance implemented the requirements set forth in the Act on Alternative Dispute Resolution in Consumer Matters and the Postal Act (PostG) regarding consumer protection, procedures and the establishment of an official consumer conciliation body.

Further information regarding the Postal Dispute Resolution Panel and its dispute resolution process is available on the Bundesnetzagentur website which features FAQs as well as information on the requirements for initiating the dispute resolution process.

Up-to-date information and the online request form can be found at:

www.bundesnetzagentur.de/post-schlichtungsstelle.

The postal address is:

Bundesnetzagentur, Schlichtungsstelle Post, Referat 523, Postfach 8001, 53105 Bonn, Germany.

2 Dispute resolution process

In cases where postal items have been lost, damaged or stolen and when a right arising from the Postal Services Ordinance has been infringed, customers of a postal service provider can submit a dispute resolution request to the Postal Dispute Resolution Panel. Senders as well as recipients of postal items are eligible to request that a dispute resolution process be initiated. Requests may be submitted to the Postal Dispute Resolution Panel either online via the Bundesnetzagentur website, by letter or by fax.

The request form provided by the Postal Dispute Resolution Panel asks for information that is relevant to the process. Complainants are asked to use the request form, for example, to provide information regarding a requisite attempt to reach an agreement with the postal service provider, the amount of damage and to give their permission to forward the submitted documents to the postal service provider.

Upon receipt of the request for mediation, the Postal Dispute Resolution Panel examines whether all the admissibility requirements have been met and the request is complete. When these prerequisites have been met, the request is forwarded to the relevant postal service provider as the respondent and the postal service provider is requested to submit a statement regarding the relevant facts of the case.

When a request is submitted by a consumer, the postal service provider is obliged to take part in the process. Furthermore, dispute resolution in the postal sector is a voluntary process.

During the dispute resolution process, both parties are entitled to present their view of the matter and submit relevant documents. In many cases, the two parties are able to reach an agreement during this exchange of statements under the mediation of the Postal Dispute Resolution Panel. In some cases, a ground precluding the process becomes known only after the process has begun, resulting in it having to be ended. If an agreement is not reached in the course of the process, the Postal Dispute Resolution Panel assesses the facts of the case and submits a proposal for an amicable resolution of the dispute. When doing so, it weighs the arguments and documents, taking into consideration the facts and the legal situation. The proposal for a resolution is to be forwarded to the parties within 90 days of receipt of all relevant information and documents. The parties are not obliged to accept the proposal issued by the Postal Dispute Resolution Panel. Upon accepting the proposal, the two parties enter into a binding agreement.

As a rule, dispute resolution proceedings are conducted in written form (by email, fax or letter). Oral hearings are conducted only when the Postal Dispute Resolution Panel deems them to be necessary and both parties agree to them.

3 Analysis of the dispute resolution requests and proceedings in 2022

An analysis of the dispute resolution proceedings for 2022 shows that the number of requests has stabilised at a high level. Postal service customers' desire to settle their disputes out of court continues to be very strong. Although the 3,180 requests for dispute resolution received in 2022 represented a decline of approximately 15% over 2021 (3,752), the number of requests continues to be significantly higher than in previous years.

3.1 Dispute resolution requests received in 2022

The Postal Dispute Resolution Panel received a total of 3,180 dispute resolution requests during the 2022 reporting year. This constitutes a decline of 15.25% over the previous year. The term 'dispute resolution request' as used in this report includes formal requests that use the standardised request form used by the Postal Dispute Resolution Panel as well as miscellaneous other submissions. These are counted together in the statistics. Miscellaneous other submissions comprise dispute resolution cases in which, following correspondence with the Postal Dispute Resolution Panel, a formal dispute resolution request is not submitted.

Requests for dispute resolution 2014-2022

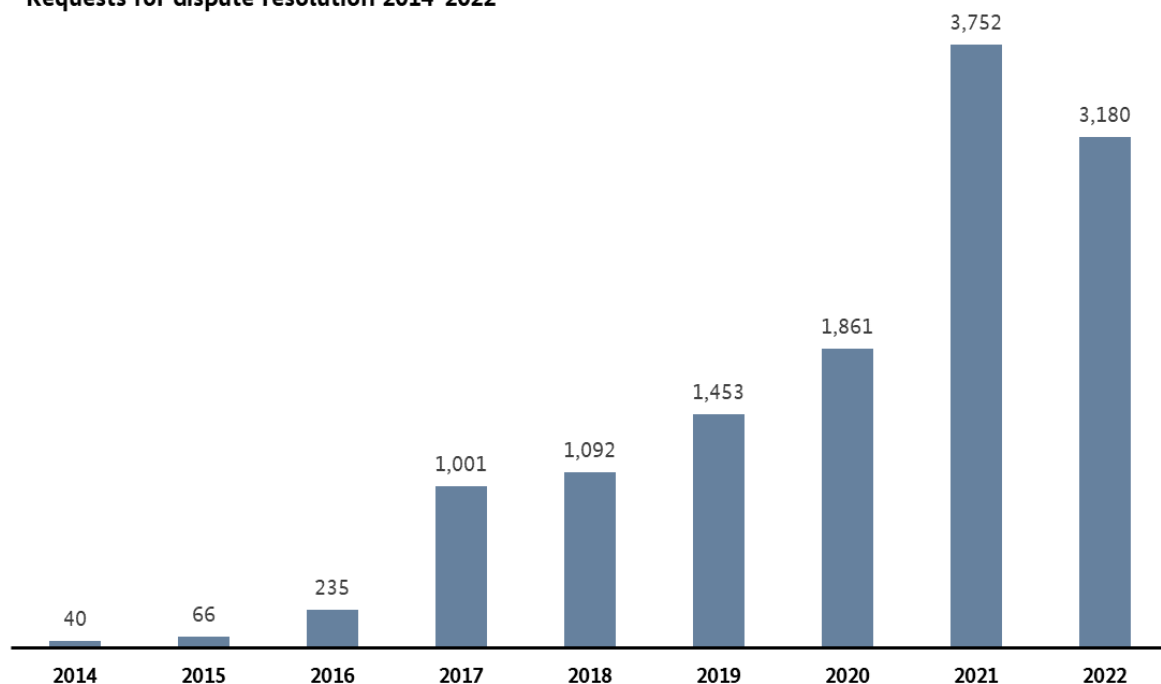


Figure 1: Requests for dispute resolution 2014-2022

A month-to-month comparison shows that the most requests were received in February 2022 (11%) and March 2022 (10.6%). The fewest requests were received in July (6.3%). The arithmetical average was approximately 8.3%. It is striking that compared with the year 2020 when the most requests were received in the 4th quarter, there has since been a shift to the 1st quarter.

Requests received 2020-2022, by month
in %

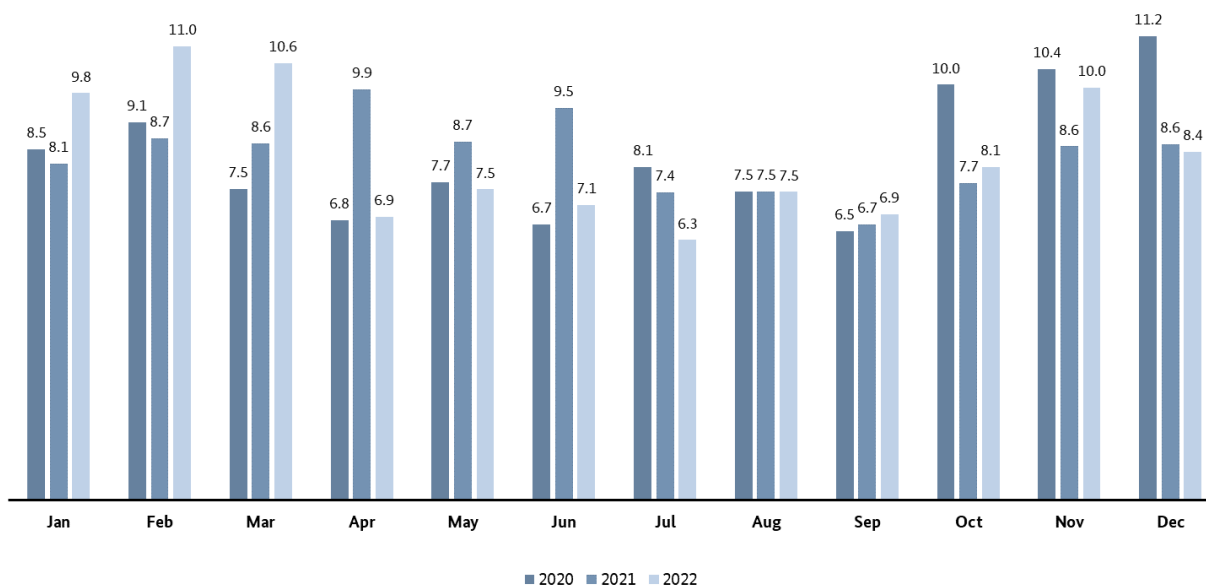


Figure 2: Requests received 2020-2022, by month

Dispute resolution requests may be submitted by natural persons (usually consumers) as well as legal persons (mostly companies). All customers of postal service providers may avail themselves of the dispute resolution process when the legal requirements have been met. In 2022, requests from consumers accounted for 88.5% of all requests.

Similarly to previous years, senders comprised the majority of complainants, having submitted 64% (2,025 requests) of all requests received during the reporting year. Approximately 36% (1,155 requests) were submitted by recipients of mail items.

Complainants 2020-2022
in %

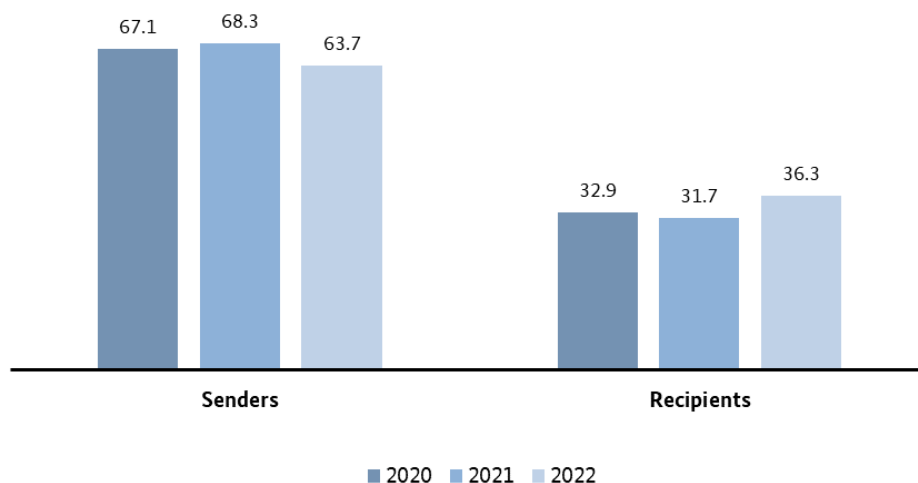


Figure 3: Complainants 2020-2022

As in the previous years, most of the requests came from Germany's most populous states Baden-Württemberg, Bavaria and North Rhine-Westphalia (together approximately 47% or 1,491 requests). In relation to population size (as at 31 December 2021), the most requests came from the state of Berlin with 7.9 requests per 100,000 residents. It was followed by Hamburg (6.2), Hesse (4.1), Bavaria (3.9) and Schleswig-Holstein (3.8). Mecklenburg-Western Pomerania reported the fewest number of requests per 100,000 residents (1.8). The average was 3.6 requests per 100,000 residents. With the exception of Berlin and Thuringia, the number of requests declined in all of Germany's federal states. The largest drops in absolute numbers were observed in North Rhine-Westphalia (157 requests, a decline of 20.7%) and Lower Saxony (92 requests, 25.9%). Looking at the year-on-year numbers, Mecklenburg-Western Pomerania and Brandenburg reported the sharpest declines (38.3% and 36.1% respectively) though on the basis of lower absolute numbers. Requests from abroad increased somewhat (18.2%).

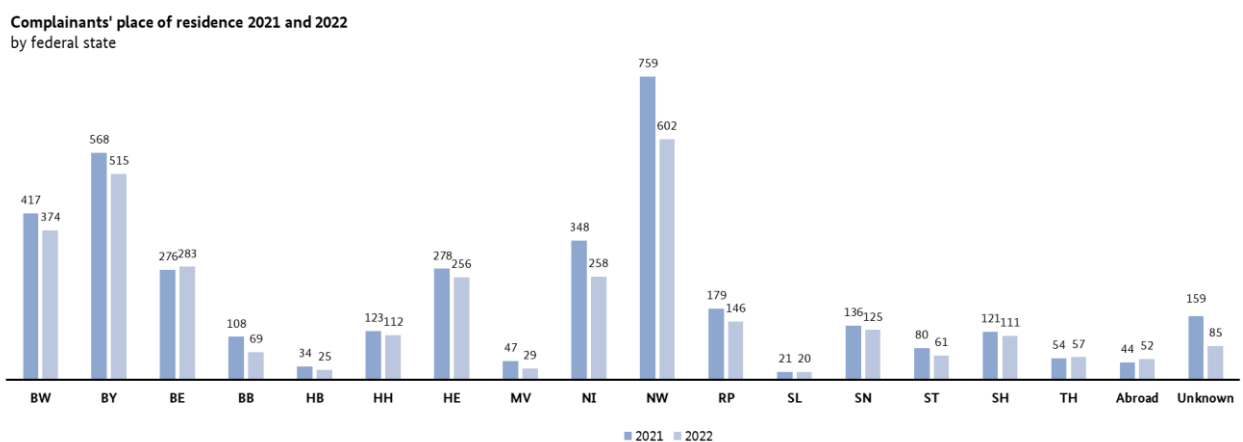


Figure 4: Complainants' place of residence 2021 and 2022

3.2 The subject of dispute resolution requests 2022

In 2022, nearly half of the requests received were submitted due to the loss or theft of contents of a mail item (1,575 out of 3,180 cases). Damaged mail items accounted for approximately one quarter (737 cases) of the dispute resolution requests. Miscellaneous other reasons also made up a further approximate quarter (868) of the requests received. These included excessively long transit times and irregularities relating to delivery. As a rule, the law does not recognise these reasons as being sufficient to qualify for dispute resolution proceedings. For this reason, these requests had to be turned down. A smaller share of the miscellaneous other reasons was based on conditions outlined in the Postal Services Ordinance which are fundamentally eligible for mediation. Of particular note here were redirection applications that had been incorrectly carried out. The distribution between these three categories is similar to the distribution reported in 2021.

Reasons for requests 2020-2022
in %

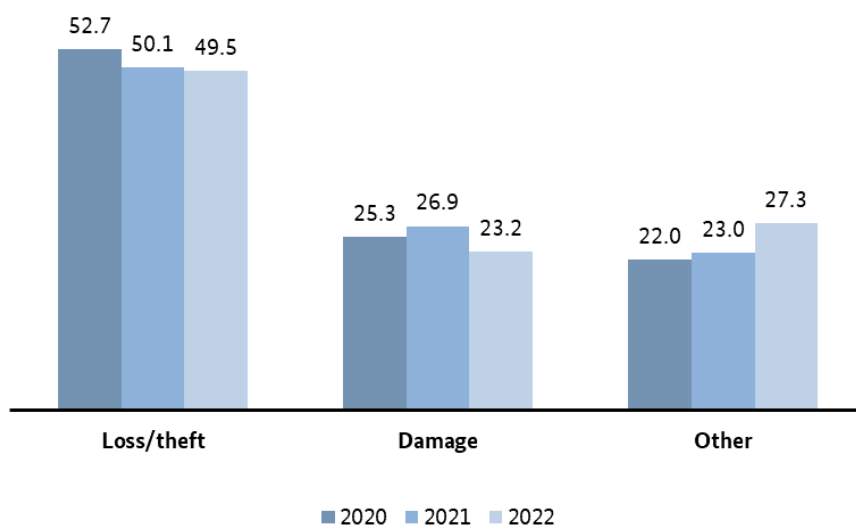


Figure 5: Reasons for requests 2020-2022

Postal service providers offer a variety of products to which different legal and contractual liability provisions apply. For example, postal service providers generally exclude liability for normal standard letters. Deutsche Post AG has expanded this exclusion from liability to include the conveyance of small parcels as well. In contrast, parcel delivery service providers specify certain requirements and limits on liability in their general terms and conditions.

As in previous years, disputes relating to the conveyance or delivery of parcels constituted the most frequently cited reasons for dispute resolution proceedings during the 2022 reporting year. Somewhat more than 75% of the requests received (a total of 2,400) were submitted because of disputes arising in connection with the posting or receipt of parcels. The share of cases involving parcels was somewhat smaller than in the previous year when they constituted 80% of all requests. By contrast, the share of requests relating to letter mail services grew by approximately three percentage points (to slightly more than 8%, 263 requests). The remaining requests involved registered mail items (5%), small parcels (somewhat more than 5%) and miscellaneous other types of mail items (6%).

Dispute resolution requests by type of mail item 2020-2022
in %

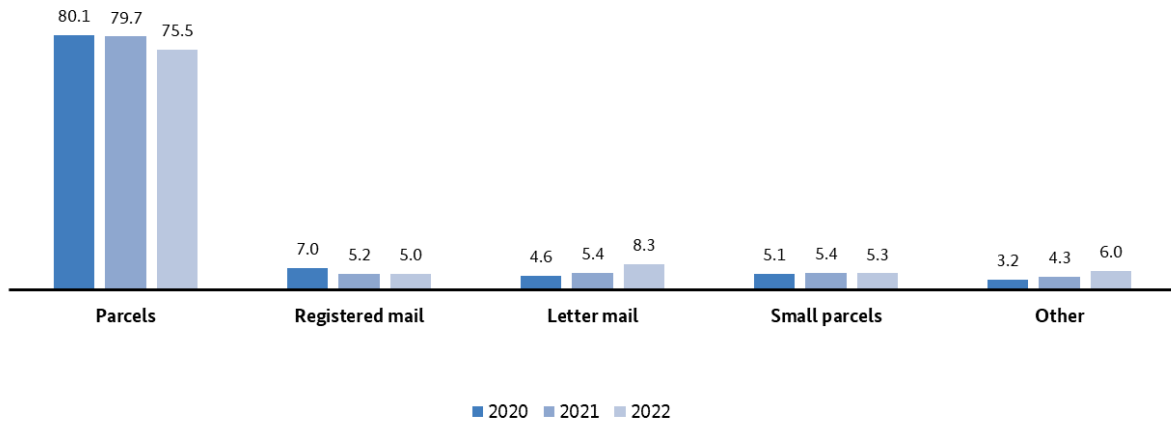


Figure 6: Dispute resolution requests, by type of mail item, 2020-2022

Generally speaking, the sharp increase in online retail sales (e-commerce) seen in recent years has led to a growing number of dispute resolution requests in this area as well. The number of dispute resolution requests involving e-commerce grew by 6.2 percentage points in 2021, from 36.1% in 2020 to 42.3% the following year.

The numbers for 2022 however indicate that the pace of this trend is slowing somewhat. As a result, requests in the area of online retail sales accounted for 39.7% (1,264) of all requests received in 2022, a decline of 2.6 percentage points compared to the share reported in the previous year (42.3%). A comparison of the absolute numbers for 2022 with those for 2021 reveals an even greater decline of more than 20% (1,264 requests in 2022, compared to 1,585 requests in 2021). In 36.5% of the cases in 2022, the mail item did not involve e-commerce.

In 23.8% of the cases, it was not possible to determine whether the request involved an online transaction due to the lack of information. This represents an increase of 5.4 percentage points or 65 requests in absolute numbers. Consequently, there is a certain amount of uncertainty regarding the general decline observed in the number of dispute resolution requests in the area of online retail sales.

Dispute resolution proceedings are precluded when a special agreement has been concluded between the sender and the postal service provider. Special agreements of this type are the rule among major online merchants. By contrast, requests in the area of e-commerce that involve mail items sent by small online merchants are often eligible for the dispute resolution process because small merchants frequently use the postal service provider's standard products.

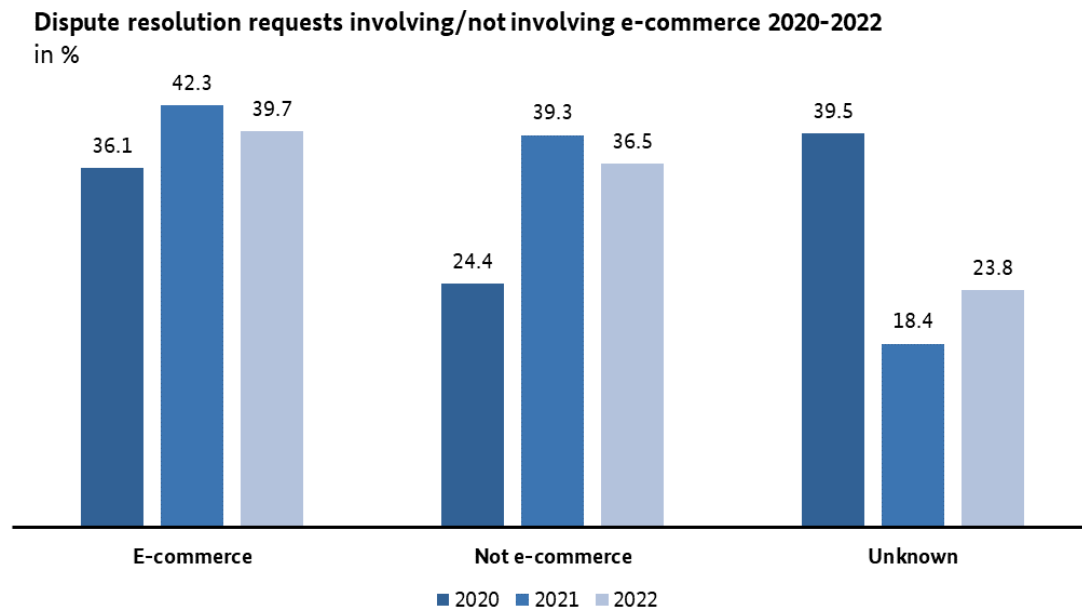


Figure 7: Dispute resolution requests involving/not involving e-commerce 2020 to 2022

Domestic mail items were once again the basis for the lion's share of the dispute resolution requests (approximately 83% or 2,642 requests) in 2022. The other 17% involved international mail conveyance in the EU or in countries outside of the EU. At the same time, there has been a slight increase in the number of international cases in recent years. The total number of international cases increased by approximately 23% year-on-year between 2022 and 2021.

Geographical distribution of disputes 2020-2022

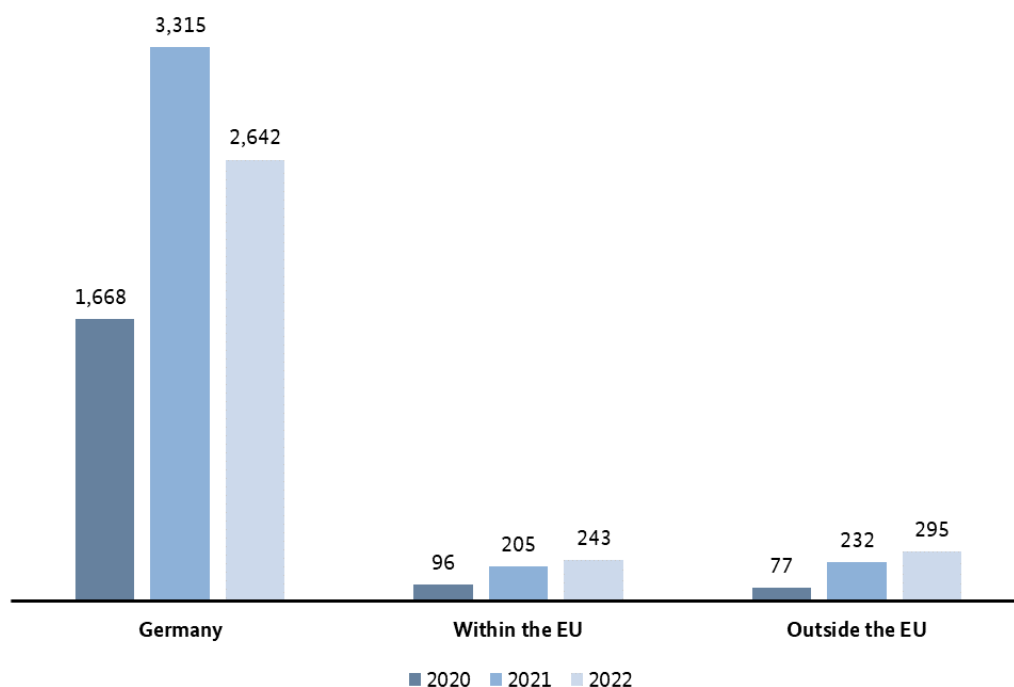


Figure 8: Geographical distribution of disputes 2020-2022

In 2022, nearly 81% of the admissible requests (1,137) in 2022 involved Deutsche Post DHL, followed by Hermes with approximately nine percent. Less than five percent of all requests involved other postal service providers (DPD, GLS, UPS and other delivery service providers). This fundamentally corresponds to the market share of the respective postal service provider in the retail customer segment. Compared with the previous year, there was a slight decline in the size of the shares Deutsche Post DHL and Hermes accounted for and a small increase in the cases involving other postal service providers.

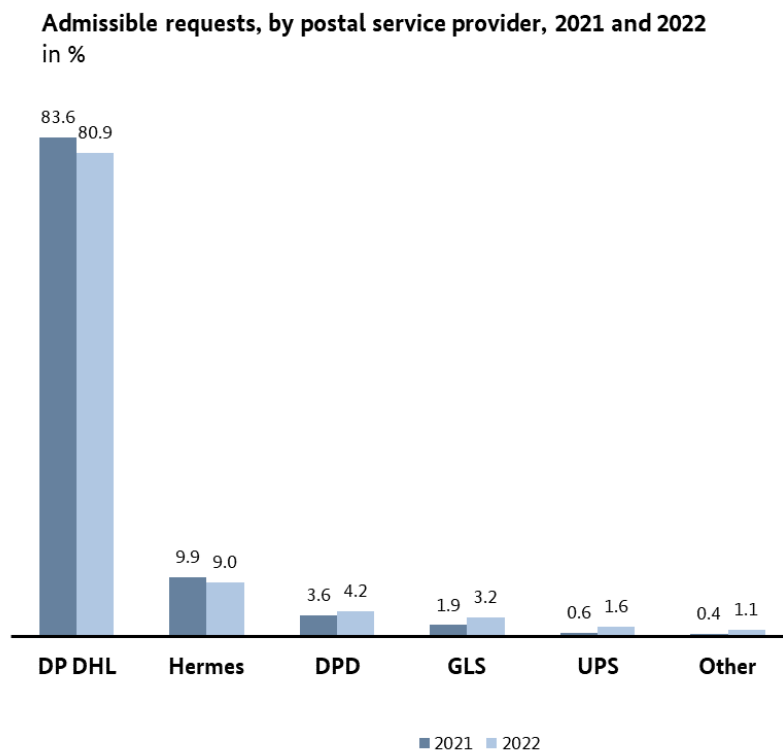


Figure 9: Admissible requests, by postal service provider, 2021 and 2022

3.3 Results of the dispute resolution proceedings in 2022

As at 31 December 2022, a total of 2,653 requests had been brought to a close, either by conducting proceedings (admissible requests, 1,406) or with a rejection (1,247). Another 257 requests were still being processed as at the same date. In addition, there were 270 other submissions which have been classified as requests in this report. This adds up to 3,180 dispute resolution requests. In cases where the dispute was settled, the proceedings lasted an average of four weeks.

It can be said that, compared with the previous year, the share of rejected requests grew in relation to the share of admissible requests. In these cases, it was not possible to conduct dispute resolution proceedings for various reasons. Often, the Postal Dispute Resolution Panel was not the competent body to conduct such proceedings. In many cases, the type of insufficient performance on the part of the postal service provider did not meet the definition of conditions that are eligible for dispute resolution proceedings, such as excessive transit times, delivery-related defects or items being returned despite being deliverable. Most of these cases also involved a dispute between one postal service provider and its customers which could not however be arbitrated by the Postal Dispute Resolution Panel for lack of a statutory basis.

A total of 1,406 requests were admissible. Of these, 63% of the proceedings ended with an amicable agreement. In just one percent of the cases, agreement could not be reached despite a proposal for a settlement. In 26% of the cases, the requests were withdrawn; in 10%, the postal service provider refused to participate in the proceedings. These cases involved requests from complainants who were acting on a commercial basis or as a self-employed person. In these cases, the postal service provider is not required to participate in the dispute resolution process.

Breakdown of all dispute resolution cases in 2022

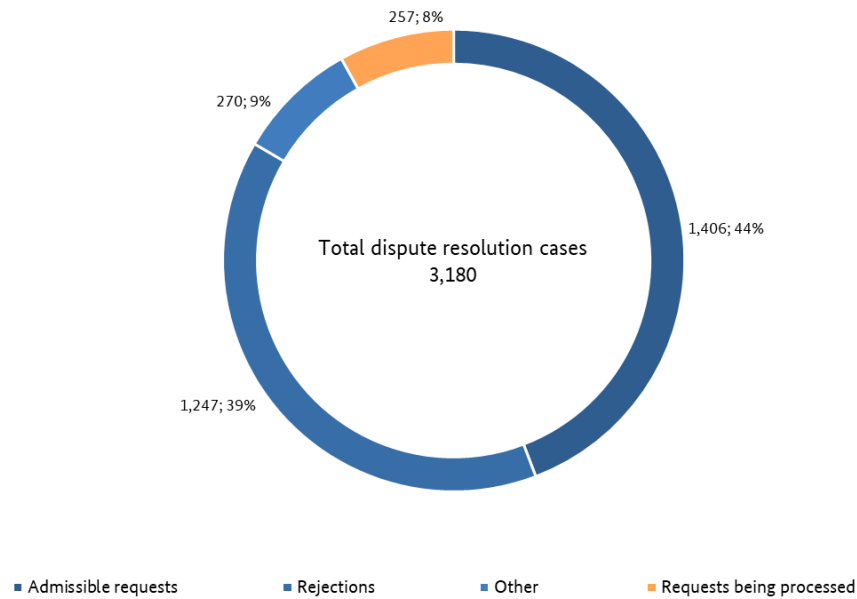


Figure 10: Breakdown of all dispute resolution cases in 2022

Admissible dispute resolution cases in 2022

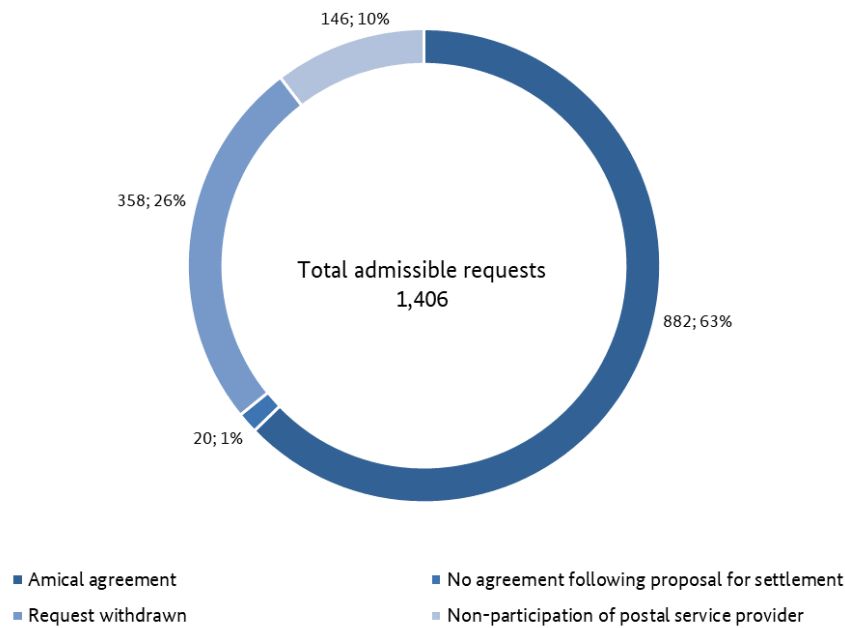


Figure 11: Admissible dispute resolution cases in 2022

The following diagram shows the final status of the dispute resolution cases processed in 2021. As at 31 December 2021/1 January 2022, 357 cases were still being processed. The Postal Dispute Resolution Panel finalised these cases in the course of the reporting period.

Final status of dispute resolution cases in 2021

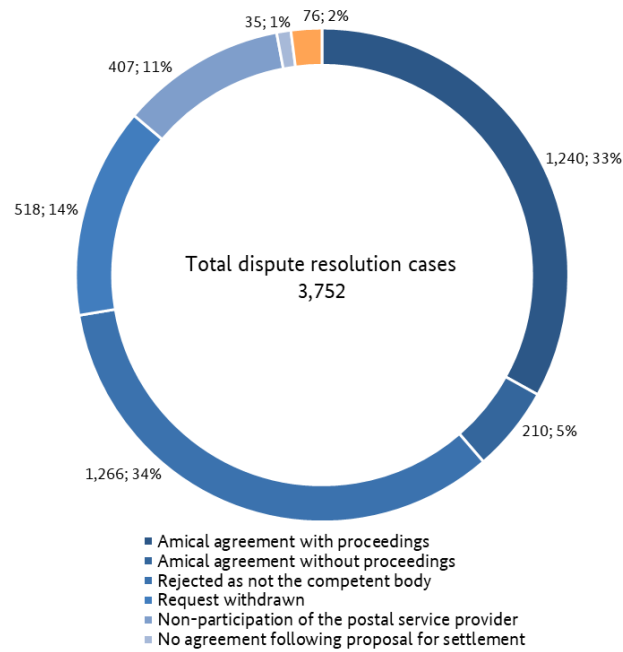


Figure 12: Final status of dispute resolution cases in 2021

4 Frequent problems

In this reporting year as well, the vast majority of the dispute resolution requests involved questions of liability in cases where postal items were lost or damaged. In these cases, the contractual agreements and the postal service provider's general terms and conditions, which are routinely included in the conveyance agreement, were decisive factors in determining the postal service provider's possible liability. The provisions of the German Commercial Code (Handelsgesetzbuch - HGB) relating to the conveyance of goods also applied in most disputes. Alternative liability provisions are usually applicable in cases involving cross-border conveyance. Once again, many dispute resolution proceedings conducted during the reporting year involved the question of fundamental liability or scope of liability.

The documents submitted by the parties often showed that a resolution between the parties could not be reached prior to the dispute resolution process due to difficulties in furnishing proof. Since the Postal Dispute Resolution Panel cannot take evidence, evidentiary issues frequently play a key role in the dispute resolution process as well. In such cases, difficulties arise due to, for example, the lack of proof for the handing over of the mail item to the postal service provider or suitable proof of the value of the content of the particular parcel or mail item.

4.1 Frequent problems in cases of lost mail items

During the reporting year, lost postal items were the reason for the submission of nearly half of all dispute resolution requests. Although the circumstances underlying the loss of these mail items were diverse, certain problems were repeatedly observed.

4.1.1 Questions of liability for items that are delivered to Packstations

Once again in 2022, increasing digitalisation led to a further increase in Packstation parcel lockers which are used by many Deutsche Post customers. During the reporting year, various cases involving problems using Packstations were presented to the Postal Dispute Resolution Panel.

Example of a liability issue in the case of posting a mail item by depositing it in a Packstation

During the reporting period, a complainant contacted the Postal Dispute Resolution Panel and claimed compensation for the loss of a parcel. He declared that he had purchased two prepaid parcel stamps online and then deposited both parcels one after another in a Packstation. He reported that one of the parcels, however, was not delivered to the recipient. He said he had received a proof of posting for the lost item at the Packstation but the tracking number listed on the document was incorrect. The respondent disclaimed any liability and declared that the complainant's parcel with the previously generated tracking number had not been posted. The Packstation had been examined for technical malfunctions but these could be ruled out, the respondent said.

4.1.2 Liability risks in connection with drop-off arrangements

A number of postal service providers offer the option of arranging a drop-off location for postal items. At the same time, postal service providers point out that a mail item that has been deposited at the agreed drop-off location is considered to have been delivered and liability is excluded starting from that point in time. The

reason given for this exclusion of liability is that should a mail item be lost or damaged after it has been deposited at the agreed drop-off location, it is no longer possible to determine who is responsible for the occurrence of the damage or loss. Postal service providers also point out that any location chosen for a drop-off agreement should be as secure as possible and protected against the elements. During the reporting year, the Postal Dispute Resolution Panel again dealt with a number of cases in which the parties argued over whether the item had been deposited at all and whether the damage to or loss of the particular item occurred after the item had been deposited.

Example of exclusion of liability in the case of an alleged agreement designating a drop-off location

A complainant contacted the Postal Dispute Resolution Panel during the reporting period to claim compensation for the loss of a parcel. The respondent disclaimed any liability and declared that it had deposited the complainant's parcel at the previously arranged drop-off location – a grey dustbin. The complainant denied having granted permission to do this. The respondent initially rejected payment of compensation during the dispute resolution proceedings. However, during the further course of the proceedings, a payment was made to the complainant because the respondent was unable to present the original agreement designating a drop-off location.

4.1.3 Questions of liability in connection with contact-free deliveries

Many postal service providers have relied on contact-free delivery since the start of the COVID-19 pandemic. The Postal Dispute Resolution Panel received a large number of requests again in 2022 in which the complainants declared they had not received a mail item, although the respective postal service provider had documented the item's successful delivery as having been executed as contact-free delivery. In the case of contact-free delivery, receipt of the item is not documented by the recipient's signature, instead delivery is confirmed by the delivery person signing in lieu of the recipient.

Example of dispute resolution proceedings in the case of a contact-free delivery

A complainant contacted the Postal Dispute Resolution Panel during the reporting period to assert a claim for compensation for the loss of a parcel. The respondent declared that it had delivered the package to the complainant using contact-free delivery. In response to this, the complainant declared that the package had not been delivered to him, either directly or using contact-free delivery. In addition, he stated, he had been at home at the time in question when the package was allegedly delivered using contact-free delivery. However, the respondent rejected any payment of damages, referring to the contact-free delivery that it had documented.

4.2 Questions of liability in connection with damage

In 2022, damage to postal items was once again the second-most frequent reason – following loss – for persons to contact the Postal Dispute Resolution Panel. In damage cases, the parties are typically in dispute over whether the damage occurred due to inadequate packaging or improper conveyance. The postal service provider is fundamentally liable for any loss arising from damage to the postal item during the time from when they received it for conveyance until it is delivered, whereas the sender must package the item in such a way that it is protected against damage and the packaging does not result in any damage for the postal service

provider. The question of which type of packaging can be considered adequate depends on the particular content of the mail item and the existence of any special agreements for its conveyance. In such cases, the Postal Dispute Resolution Panel is usually unable to determine which circumstance was the cause of the damage in the particular case.

Example of dispute resolution proceedings in the case of a damaged mail item

A complainant contacted the Postal Dispute Resolution Panel during the reporting period to assert a claim for compensation for damages to a smart TV that they had mailed. The respondent also refused during the dispute resolution proceedings to pay compensation, initially on the grounds that the item had been inadequately packaged and the damage was due to this. The complainant, on the other hand, assumed that the cause was improper conveyance. It was ultimately possible to reach an amicable agreement on the basis of a proposal for a resolution.

4.3 Exclusion of liability in the case of certain types of mail items

During the reporting period, the Postal Dispute Resolution Panel received numerous requests where the respective postal service provider refused on principle to pay compensation for lost or damaged items based on the category of the item. Postal service providers' general terms and conditions often exclude liability, particularly for ordinary letter mail items with no additional services and for small parcels. The German Commercial Code regulates the legal basis for limiting or excluding liability. Within the framework of the provisions of the German Commercial Code, postal service providers can limit their liability or even exclude it completely through an individual agreement or through provisions in their general terms and conditions, depending, among other things, on the category of mail item. However, according to the German Commercial Code, these limitations on or exclusions of liability do not apply to damage that is caused intentionally or through negligence and in awareness of the fact that damage would likely be caused.

Example of an exclusion of liability in the case of the loss of a small parcel

A complainant contacted the Postal Dispute Resolution Panel during the reporting period because a small parcel they had mailed got lost during conveyance. The respondent initially declared that a search for the lost mail item was unsuccessful and confirmed the loss of the item. However, even during the dispute resolution proceedings, the respondent refused to pay the claimed amount of loss, referring to the exclusion of liability for small parcels set forth in their general terms and conditions.

4.4 Limits on liability in cases of prohibited goods and when value limits are exceeded

In their general terms and conditions, postal service providers often exclude certain types of content from conveyance. In some cases, limits are placed on the value of certain types of content. For example, in their general terms and conditions, postal service providers regularly limit the value of the content of an individual mail item to a specific amount, such as €500. In the case of violations of the provisions governing permissible contents and value limits, liability is limited or excluded according to the postal service provider's general terms and conditions. Users of postal services are often not aware of these limits on and exclusions of liability. Forbidden contents are often called prohibited goods in general terms and conditions. They frequently

involve cash, precious metals, jewellery, gem stones, watches, works of art and antiques (Class II valuables) and hazardous goods and goods requiring special treatment (such as perishable foodstuffs).

Example of exclusion of liability in the case of the loss of a mail item containing bank notes as so-called prohibited goods

A complainant contacted the Postal Dispute Resolution Panel during the reporting period because an item she had mailed was lost during transport. The item contained international bank notes which the complainant had sent to a foreign bank. The respondent initially refused to pay damages with reference to its general terms and conditions and further noted that the category of mail service the complainant chose does not permit the sending of bank notes. The bank notes are, the respondent noted, prohibited goods. Nonetheless, it was possible to reach an amicable agreement between the two parties during the dispute resolution process.

4.5 Limiting liability to direct damages typical for the contract and determination of the actual damage

In 2022, the Postal Dispute Resolution Panel once again dealt with cases involving the scope of liability and the determination of the actual damage. Postal service providers' general terms and conditions often include provisions that limit liability to direct damages that are typical for the respective contract. On the other hand, however, postal service providers exclude liability for indirect damages or consequential damages.

Such cases often involve the loss of travel documents which, for example, were sent to an embassy or consulate for a visa or were being returned by the embassy or consulate. In such cases, these customers often claimed reimbursement of not only the cost of procuring a replacement for the lost travel documents but also for further costs which go beyond the limitation of liability such as travel costs to the consulate or the costs of the trip they could not take as a result of not having travel documents. The Postal Dispute Resolution Panel also deals with lost keys, notifications of contract termination and bills that are lost or delivered too late, leading to, for example, the renewal or extension of a contract and ensuing reminder fees. The common denominator in all these cases was that the postal service providers invoked the limitation on their liability to direct damages that are typical for the respective contract as set forth in their general terms and conditions, and disclaimed any further liability.

In addition, a number of requests for dispute resolution proceedings in this reporting period once again involved uncertainty among the post office customers regarding the calculation of the damage for which compensation could actually be paid. The provisions of the German Commercial Code pertaining to the conveyance of goods differentiate between loss and damage for the calculation of value. When a loss occurs, the value of the goods at the time they were accepted for conveyance must be compensated. In the case of damage, the difference between the value of the undamaged goods when accepted for conveyance and the value the damaged goods would have had upon acceptance for conveyance is to be compensated. Here it is presumed that what it costs to minimise or remedy the loss corresponds to the aforementioned difference that is to be determined. First of all, when determining the value, the market price and otherwise the value of goods of the same kind and quality are relevant. If the goods were sold immediately prior to their conveyance, the purchase price indicated on the seller's invoice, minus the conveyance charges included therein, is considered to be the current market price. In 2022, the Postal Dispute Resolution Panel also repeatedly received cases in which the complainants used the original price for their claim even when the contents were

used. However, due to the statutory provisions governing the calculation of value, the age and condition of the conveyed goods at the time they were handed over for conveyance must always be taken into account.

Example of a limitation of liability to direct damages that are typical for the contract

A complainant contacted the Postal Dispute Resolution Panel in 2022 to claim damages for the loss of their tax documents as well as for the work they needed to do to replace bills and receipts for their tax return. The postal service provider in this case offered an amount for the replacement of the documents but refused to reimburse the declared costs for the work involved in replacing the bills and receipts. The postal service provider declared, with reference to their general terms and conditions, that in cases of loss they were liable only for direct damages that were typical for the contract.

4.6 Questions of liability in international cases

In 2022, the Postal Dispute Resolution Panel also received requests outlining the circumstances of cases involving international mail items. Compared with domestic mail items where both the sender address and the recipient address are in Germany, these cases raise special questions regarding liability. Postal service providers' terms and conditions for various categories of mail contain their own liability rules with respect to agreements for international conveyance, while the provisions set forth in the German Commercial Code with regard to the conveyance of goods are frequently not relevant. The question of which provisions besides the postal service provider's respective general terms and conditions are applicable in the individual case is determined by which postal service provider conveys the postal item and in which countries the item is posted and received. Considerable differences can be seen in the provisions governing liability in the postal service providers' general terms and conditions, depending on whether the conveyance is domestic or international, for the same type of mail item.

4.7 Obstacles to dispute resolution when it is not possible to enforce mandatory participation

For postal service providers, participation in the dispute resolution process was voluntary until the amendment of the Postal Act in 2021. Since then, participation is mandatory when consumers submit the dispute resolution request. Prior to the amendment, dispute resolution proceedings could not be conducted in many cases because the postal service providers involved generally refused to take part in the process. Prior to the enactment of the amended Postal Act, the Postal Dispute Resolution Panel therefore repeatedly recommended establishing a statutory requirement for postal service providers to participate in the dispute resolution process. A majority of postal service providers comply with this requirement and address consumers' issues.

However, even in during reporting period, in a number of cases dispute resolution proceedings were not conducted at all or only very slowly because the postal service providers did not respond to the Postal Dispute Resolution Panel's repeated requests to participate or responded only with considerable delay. In such cases, the Postal Dispute Resolution Panel's lack of a legal means to directly enforce a postal service provider's mandatory participation makes it impossible to conduct dispute resolution proceedings at all or at least within a reasonable period of time.

5 Recommendations for avoiding or resolving disputes

The Postal Dispute Resolution Panel observes problems that frequently arise in connection with the above-outlined circumstances. The following recommendations were developed to help avoid and resolve disputes.

5.1 Postal service providers' specifications for permissible types of content

Disputes repeatedly arise over whether a particular content may be sent by mail. Postal service providers often make their assumption of liability or the level of their liability contingent upon whether the content of the mail item is permissible. Therefore, customers should inform themselves about the postal service provider's rules governing the content of postal items before they hand the mail item over to the postal service provider. In their general terms and conditions, postal service providers often exclude certain types of goods (prohibited goods) from conveyance or limit the amount of their liability (eg to €500 per parcel). When these rules exclude the particular content or the value of the content exceeds a specified limit, the postal service provider either disclaims all liability or accepts only limited liability. Information regarding which types of content are permissible can be found in the general terms and conditions of the respective postal service provider. Consumers are recommended not only to read the general terms and conditions, but also to check the postal service provider's website and other information material before they post a mail item.

5.2 Choice of the appropriate category of mail item

The Postal Dispute Resolution Panel also received numerous requests where the postal service provider refused assumption of liability, citing the category of mail item involved. In light of this, it would be advisable to obtain information about the appropriate category of mail item prior to mailing their item. The appropriate category of mail item should be contingent on the content and value of the item in the specific case. It must be noted here that general terms and conditions can vary significantly from postal service provider to postal service provider, depending on the form of conveyance. In this connection, attention should be paid to the rules governing liability in cases of damage, loss or theft. Furthermore, any additional services (such as supplementary insurance) that are offered should be taken into consideration.

5.3 Choice of the appropriate packaging and documentation of posting

Disputes involving the type and manner of packaging used for the content of the mail item lead to difficulties providing evidence, especially in cases involving damage. The Postal Dispute Resolution Panel therefore recommends packaging mail items appropriately and documenting (e.g. photos) the packaging adequately. Postal service providers often provide information on their websites regarding the packaging requirements for the various types of content.

5.4 Save proof of value and documents concerning the posting of the item

The Postal Dispute Resolution Panel often receives cases where the posting or value of the mail item is a matter of dispute between the parties. We therefore recommend saving documents that could provide reasonable evidence of the value of the content of the mail item and for its posting. In the event of loss or damage, these documents are often helpful for precisely quantifying a loss or damage and for bringing about the payment of compensation by the postal service provider.

5.5 Integration of the Postal Dispute Resolution Panel

By involving the Postal Dispute Resolution Panel in cases involving loss, damage or theft it is often possible to reach an agreement with the postal service provider and settle the dispute. The prerequisite for this is that the requirements for the dispute resolution process are met. On its website, the Postal Dispute Resolution Panel provides information on the requirements that must be met for the process, reasons for excluding requests, and the dispute resolution process itself. We recommend visiting the website of the Postal Dispute Resolution Panel before submitting a request. To ensure the most expeditious process possible, all the necessary documents should be submitted to the Postal Dispute Resolution Panel together with the dispute resolution request. The request can, for example, be completed directly on the Postal Dispute Resolution Panel's website and submitted together with the necessary documents.

6 Outlook

The number of dispute resolution requests and other submissions that postal customers have used during the reporting period to contact the Postal Dispute Resolution Panel when seeking help shows that a neutral, extrajudicial body that effects a resolution between the parties as quickly and cost-effectively as possible will continue to be needed in the future.

A large number of dispute resolution requests are expected this year due to the steadily growing parcel mail volumes. Progressing digitalization and the effects of the COVID-19 pandemic are having an enormous impact on the growing amount of online retail trade and the boom in the associated parcel mail volumes.

Because the dispute value usually tends to be small, cost-intensive and time-intensive legal proceedings are often out of the question for postal customers. This makes it all the more important to have an option available to postal customers in such cases for bringing about a resolution in the case of loss or damage. Against this backdrop as well, it is especially clear that the major postal service providers base their contractual relations on their own general terms and conditions that customers cannot negotiate.

The Postal Dispute Resolution Panel will continue in 2023 to support postal customers as a mediator in disputes with postal service providers. A request form and list of frequently asked questions for postal customers which offer answers regarding the dispute resolution process can be found on the website of the Postal Dispute Resolution Panel. This information is being offered so that postal customers have the opportunity to obtain an overview of the process quickly and easily. Further, all information pertaining to the dispute resolution process and the new Postal Dispute Resolution Ordinance (Post- Schlichtungsverordnung) is also available on this website. The Postal Dispute Resolution Panel will also promptly publish information for postal customers during the coming reporting year whenever important changes occur.

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List of abbreviations

EU	European Union
HGB	Handelsgesetzbuch (Commercial Code)
PDLV	Postdienstleistungsverordnung (Postal Services Ordinance)
PostG	Postgesetz (Postal Act)
PostSchliV	Post-Schlichtungsverordnung (Postal Dispute Resolution Ordinance)
VSBG	Verbraucherstreitbeilegungsgesetz (Act on Alternative Dispute Resolution in Consumer Matters)
VSBIInfoV	Verbraucherstreitbeilegungs-Informationspflichtenverordnung (Ordinance on Information Obligations in Connection with Dispute Resolution in Consumer Matters)

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