

5.7 COMPENSATION

GENERAL

The Post Office is not legally liable for the loss, damage, delay, non-delivery or misdelivery of anything sent by post, whether insured or not, or to pay compensation in respect of an insured packet (letter or parcel) or its contents.

The Post Office does not enter into a contract of carriage or of insurance either express or implied. It accepts postal packets for transmission by post under, and subject to, the provisions of the Post Office Ordinance, and the Regulations and Rules made thereunder.

The Post Office is not liable when the sender's actions may be suspected of fraudulent intent, aimed at receiving compensation.

Nevertheless, compensation is paid for the loss or theft of or damage to registered packets, insured letters, postal parcels and Speedpost items subject to compliance with the conditions regarding fastening, sealing, packing, marking and so on indicated under the respective mail services in this Section and Section 9, PACKING AND MAKE-UP and PROHIBITIONS in Section 6, and the regulations shown below. For Speedpost items, full refund of postage paid is made in case of delay in delivery for one day or more.

In cases of liability, consequential losses or loss of profits will not be taken into account in the indemnity to be paid. The Post office will in no case be liable above the limits provided for in the Universal Postal Convention and its Regulations.

Under the Regulations, the decision of the Postmaster General on all questions of compensation shall be final and conclusive.

Compensation is not paid in respect of other unregistered postal packets.

Unless the contrary is specifically stated, the following regulations apply :-

- (a) The compensation paid for the content of a postal packet will not exceed the value shown in the purchase invoice (or in the case of documents, the replacement cost) of the articles lost or the amount of the damage sustained and indirect loss or loss of profits will not be taken into consideration. The right is reserved of reinstating the contents of a packet instead of paying compensation.
- (b) The Post Office must be satisfied that the loss or damage occurred in the post.
- (c) In the case of damage or loss of contents the parcel should be retained for inspection as nearly as possible in the state in which it was delivered.
- (d) If complaint is made that the contents of a parcel have been abstracted, the cover must be produced.
- (e) All claims for compensation must be supported by the original or photocopy of the certificate of posting for the items concerned. The Post Office cannot undertake to provide duplicates or to search records for posting particulars in respect of certificates of posting lost or destroyed by senders.

MONEY SENT BY POST

Compensation will not be paid for banknotes, currency notes, coin or any of the following monetary documents:-

- (a) any uncrossed postal order in which the name of the payee has not been inserted;
- (b) any cheque, travellers' cheque or dividend warrant which is uncrossed and payable to bearer;
- (c) any bearer security (including a share warrant, scrip or subscription certificate, bond or relative coupon);
- (d) any unobliterated postage or revenue stamp available for current use in Hong Kong or elsewhere;
- (e) any coupon, voucher, token, card, stamp or similar document, exchangeable (single or with other such document) for money, goods or services;

For sending money overseas, the sender should be advised to use the Postal Remittance or the Electronic Money Remittance services.

Identification of paper money

In the case of paper money as defined below, any compensation claims will not be entertained.

DEFINITIONS

Money

The term *money* means :-

1. Coin;
2. Paper money.

The term *coin* means coins of all kinds, whether or not current in Hong Kong or elsewhere, except those used or designed for purpose of ornament.

Paper money

The term *paper money* means :-

1. Banknotes or currency notes, being current in Hong Kong or elsewhere;
2. Money orders and postal orders;
3. Unobliterated postage or revenue stamps;
4. Bills of exchange, promissory notes, cheques, credit notes which entitle the holder to money or goods, and all order and authorities for the payment of money, whether negotiable or not; and
5. Bonds and coupons relating thereto, and other securities for money, whether negotiable or not;
6. Coupons, vouchers, tokens, cards, stamps or similar documents exchangeable (single or with other such documents) for money, goods or services.

Jewellery

The term *jewellery* means :-

1. Gold, silver or platinum or other precious metal in a manufactured state : that is to say, a state in, which value is added to the raw material by skilled workmanship, and in this definition are included any coins used or designed for purposes of ornament;
2. Diamond and precious stones;
3. Watches, the cases of which are entirely or mainly composed of gold, silver or platinum or other precious metal; and
4. Any article of a like nature which, apart from workmanship, has an intrinsic or marketable value.

INSURED LETTERS AND PARCELS

Conditions governing payment of compensation

In general, under international regulations any compensation payable for the loss of or damage to an insured packet (letter or parcel) or an uninsured parcel is paid to the sender. Exceptionally, certain postal administrations may pay compensation to the addressee for damage to or loss from a parcel (insured or uninsured) if the addressee makes reservations when the parcel is delivered, in which case no compensation is payable to the sender. The sender of a parcel (insured or uninsured) may waive his claim in favour of the addressee, or a third party. The Post Office pays compensation for the loss of or damage to an insured packet (letter or parcel) or an uninsured parcel or its contents, if it is established that the loss or damage has occurred while the packet was in the custody of the Post Office.

On the transfer of the packet to another postal administration, the responsibility of Hongkong Post ceases. Compensation is paid by Hongkong Post in respect of any packet which is lost or damaged after transfer to another postal administration only if that administration decides that compensation shall be paid.

Compensation of the content of an insured packet (letter or parcel) will not exceed the value shown in the purchase invoice (or in the case of documents, the replacement cost) of the article lost or the amount of the damage sustained and indirect loss or loss of profits will not be taken into consideration. Nor will compensation exceed the amount for which the letter or parcel was insured. In case of loss of, total theft from or total damage to an insured letter or insured parcel, the charges and fees paid, with the exception of the registration charge (applicable to insured letters only) and insurance charge, will be refunded to the sender or the addressee as appropriate.

In any application for compensation for damage or loss of contents, the packet should be retained for inspection as nearly as possible in the condition in which it was delivered.

The onus of making up properly any packet sent by post and of packing adequately any article or articles enclosed therein lies upon the sender, and the Post Office does not accept any responsibility for loss, theft or damage, arising from faulty or inadequate packing or fastenings or seals, detachment of tie-on label, incomplete or incorrect address and so on or for any failure to observe defects in these respects at the time of posting.

The Post Office is under no legal liability to pay compensation in respect of any packet for which an insurance fee has been paid.

Cases in which compensation is not payable

Under international regulations no compensation will be paid in respect of :-

1. Any packet which has been lost through a cause beyond control;
2. Any packet which the Post Office cannot account for in consequence of the loss of official documents through a cause beyond control;
3. Any packet confiscated under the internal legislation of the country to which it is addressed;
4. Any packet containing a prohibited article if the item has been confiscated or destroyed by Customs or some other competent authority because of the contents;
5. Any local/ outward packet in respect of which an enquiry is not made within five months from the date of posting or any inward packet in respect of which an enquiry is not made within six months from the date of posting;
6. Any packet containing an article of a type specified under the respective destination in the Appendix as one for which compensation will not be paid;
7. Any packet containing coin, bullion or jewellery not packed in accordance with the special regulations, see PACKING AND MAKE-UP in Section 6;
8. Any packet lost or damaged in course of post by the fault or negligence of the sender, such as failure to provide adequate packing having regard to the nature of the contents;
9. Any damage to an exceptionally fragile article which from its nature cannot reasonably be expected to travel by post, such as a clay figure, a soapstone or alabaster model, a collection of butterflies or months, a vacuum flask, and so on; or
10. Any packet fraudulently insured for a sum greater than the actual value of the contents.

REGISTERED PACKETS

Conditions governing payment of compensation

The Post Office pays a maximum sum of \$320 and also the charges and fees paid, with the exception of the registration charge, for the loss or theft of or damage to the contents of registered packets whilst in its custody according to the regulations of the Universal Postal Union. Compensation of the content of a registered packet will not exceed the value shown in the purchase invoice (or in the case of documents, the replacement cost) of the articles lost or the amount of damage sustained and indirect loss or loss of profits will not be taken into consideration. However, no compensation will be paid in respect of :-

1. Any packet which has been compulsorily registered, or which has not been posted in the prescribed manner;
2. Any packet which has been lost through a cause beyond control, generally speaking where no question of negligence arises;
3. Any packet which the Post Office cannot account for in consequence of the loss of official documents through a cause beyond control;

4. Any packet confiscated under the internal legislation of the country to which it is addressed;
5. Any packet containing a prohibited article if the item has been confiscated or destroyed by Customs or some other competent authority because of the contents; and
6. Any local/ outward packet in respect of which an enquiry is not made within five months from the date of posting. For inward packet, the enquiry period is six months;
7. Delay delivery.

Subject to the same conditions which are prescribed by the Universal Postal Convention, member countries of the Universal Postal Union accept liability in respect of registered packets lost, pilfered or damaged whilst in their custody. However, some individual countries do not accept any liability for total loss, partial loss or partial damage to contents of registered items. Details are given under the individual entry of the destination in the Appendix.

On the transfer of a registered packet to another postal administration, the responsibility of Hongkong Post ceases. Compensation is not paid in respect of a registered packet which is lost after transfer to another postal administration, unless that administration decides that compensation shall be paid.

If a registered packet considered to be lost is subsequently found, the person to whom compensation has been paid may take possession of the packet against repayment of the amount of compensation. The sender may waive his claim of compensation in favour of the addressee.

Compensation, if applicable, will be made to sender only.

UNINSURED PARCELS (OVERSEAS)

The Post Office pays compensation for the loss or theft or damage of an uninsured parcel posted to overseas. In case of loss, total theft from or total damage to an uninsured parcel, full refund of postage and express fee (if applicable) paid will also be made. However, no compensation will be paid in respect of :-

1. any parcel which has been lost or has sustained damage or loss of contents through a cause beyond control;
2. loss, theft or damage which has been caused by the fault or negligence of the sender or arises from the nature of the contents;
3. any parcel which the Post Office cannot account for in consequence of the loss of official documents through a cause beyond control;
4. any parcel confiscated under the internal legislation of the country to which it is addressed;
5. any parcel containing a prohibited article if it has been confiscated or destroyed by Customs or some other competent authority because of the contents; and
6. any local/ outward parcel in respect of which an enquiry is not made within five months from the date of posting. For inward parcel, the enquiry period is six months.

Compensation is paid in accordance with the provisions of the Parcel Post Regulations of the Universal Postal Union. It varies according to the weight of the parcel. However, the actual compensation of the content of an uninsured parcel paid will not exceed the value shown in the purchase invoice (or in the case of documents, the replacement cost) of the articles lost or the amount of damage sustained and no compensation is paid for indirect loss or loss of profits.

UNINSURED PARCELS (LOCAL ONLY)

The maximum limit of compensation for a local parcel is \$320. In case of loss of, total theft from or total damage to an uninsured local parcel, full refund of postage paid will be made. Applications for compensation must be supported by the certificate of posting.

Unless the contrary is specifically stated the following regulations apply :-

- (a) The compensation of the content of an uninsured parcel paid will not exceed the value shown in the purchase invoice (or in the case of documents, the replacement cost) of the articles lost or the amount of damage sustained. The right is reserved of reinstating the contents of a parcel instead of paying compensation.
- (b) The Post Office must be satisfied that the loss or damage occurred in the post.
- (c) In the case of damage or loss of contents the parcel should be retained for inspection as nearly as possible in the state in which it was delivered.
- (d) If complaint is made that the contents of a parcel have been abstracted, the wrapping of the parcel must be produced.

The Post Office is not legally liable for loss, damage, delay, non-delivery or misdelivery of any local parcel. The onus of making up properly any parcel and of packing adequately any article or articles enclosed therein lies upon the sender. The Post Office does not accept any responsibility for loss arising from faulty or inadequate packing or fastening, detachment of tie-on label, incomplete or incorrect address or any failure to observe defects in these respects at the time of posting. Compensation cannot be paid for loss of, or damage to, a parcel containing anything not legally transmissible by post. Compensation may also be refused in respect of a parcel not posted in the prescribed manner. No compensation is paid for damage to any article which is composed wholly or in part of exceptionally fragile or brittle material which from its nature or construction is particularly liable to damage however carefully packed. No compensation is paid for injury or damage consequent on the loss, damage, delay, non-delivery or misdelivery of a local parcel sent by post.

SPEEDPOST ITEMS

Full refund of postage paid is normally made in case of delay in delivery for one day or more. Compensation for direct loss up to a maximum of \$1,000 may be payable if it is proved to the satisfaction of the Postmaster General that direct loss has been sustained by the claimant as a result of loss or damage of the Speedpost item or delay in delivery for not less than 7 days. No compensation or refund of postage is payable in case of delay resulted from customs clearance.