

No. 5757

**UNITED STATES OF AMERICA
and
REPUBLIC OF KOREA**

**Insured Parcel Post Agreement. Signed at Seoul, on 15 July
1960, and at Washington, on 17 August 1960**

Official texts : English and Korean.

Registered by the United States of America on 17 July 1961.

**ÉTATS-UNIS D'AMÉRIQUE
et
RÉPUBLIQUE DE CORÉE**

**Arrangement relatif aux colis postaux avec valeur déclarée.
Signé à Séoul, le 15 juillet 1960, et à Washington, le
17 août 1960**

Textes officiels anglais et coréen.

Enregistré par les États-Unis d'Amérique le 17 juillet 1961.

No. 5757. INSURED PARCEL POST AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF KOREA. SIGNED AT SEOUL, ON 15 JULY 1960, AND AT WASHINGTON, ON 17 AUGUST 1960

For the purpose of concluding arrangements for the extension of the parcel-post service between the Republic of Korea and the United States of America (including Alaska, Hawaii, Puerto Rico, Guam, Samoa, and the Virgin Islands of the United States), to include the insurance of parcels the Minister of Communications of the Republic of Korea and the Postmaster General of the United States of America by virtue of authority vested in them, have agreed upon the following articles :

Article I

INSURANCE

1. The Administrations of the Republic of Korea on the one hand and the United States of America (including Alaska, Hawaii, Puerto Rico, Guam, Samoa, and the Virgin Islands of the United States) on the other hand, agree to execute the service of parcels with an insured value up to the maximum of 300 gold francs or the equivalent thereof in the currency of the country of origin, upon payment by the sender of such special additional fees as each of the countries of origin mentioned may establish in its own service.

2. All articles prohibited transmission by ordinary (uninsured) parcel post are also prohibited transmission by insured parcel post. These articles include, among others, manufactured and unmanufactured gold, silver, platinum and other precious metals, bank notes and bonds.

3. Parcels may be insured for their total value or for only part of their total value, at the option of the sender.

Article II

INDEMNITY

1. Except in the cases mentioned in the article following, the Administrations are responsible for the loss of insured parcels mailed in one of the two contracting countries for delivery in the other and for the loss, abstraction of, or damage to their contents, or a part thereof.

¹ Came into force on 1 January 1961, the date mutually settled between the Administrations of the two countries, in accordance with article XIX.

The sender, or other rightful claimant, is entitled to compensation corresponding to the actual amount of the loss, abstraction or damage. The amount of indemnity is calculated on the basis of the actual value (current price, or, in the absence of current price, the ordinary estimated value) at the place where and the time when the parcel was accepted for mailing, provided in any case that the indemnity may not be greater than the amount for which the parcel was insured and on which the insurance fee has been collected, or the maximum amount of 300 gold francs or its equivalent.

2. No indemnity is paid for indirect damages or loss of profits resulting from the loss, rifling, damage, non-delivery, misdelivery, or delay of an insured parcel dispatched in accordance with the conditions of the present Agreement.

3. In the case where indemnity is payable for the loss of a parcel or for the destruction or abstraction of the whole of the contents thereof, the sender is entitled to return of the postal charges, if claimed. However, the insurance fees are not in any case returned.

4. In the absence of special agreement to the contrary between the countries involved, which agreement may be made by correspondence, no indemnity will be paid by either country for the loss, rifling, or damage of transit insured parcels ; that is, parcels originating in a country not participating in this Agreement and destined for one of the two contracting countries or parcels originating in one of the two contracting countries and destined for a country not participating in this Agreement.

5. When an insured parcel originating in one country and destined to be delivered to the other country is reforwarded from there to a third country or is returned to a third country at the request of the sender or of the addressee, the party entitled to indemnity in case of loss, rifling, or damage occurring subsequent to the reforwarding or return of the parcel by the original country of destination, can lay claim in such a case, only to the indemnity which the country where the loss, rifling, or damage occurred consents to pay, or which that country is obliged to pay in accordance with the agreement made between the countries directly interested in the reforwarding or return. Either of the two countries signing the present Agreement which wrongly forwards an insured parcel to a third country is responsible to the sender to the same extent as the country of origin ; that is, within the limits of the present Agreement.

6. The sender is responsible for defects in the packing and insufficiency in the closing and sealing of insured parcels. Moreover, the two Administrations are released from all responsibility in case of loss, rifling, or damage caused by defects not noticed at the time of mailing.

Article III

EXCEPTIONS IN THE PRINCIPLE OF RESPONSIBILITY

The Administrations are released from all responsibility :

(a) In case of parcels of which the addressee has accepted delivery without reservation. In the case of "in care" parcels, responsibility ceases when delivery has been made to the addressee first mentioned and his receipt has been obtained.

(b) In case of loss or damage through *force majeure*.

(c) When their responsibility not having been proved otherwise, they are unable to account for parcels in consequence of the destruction of official documents through *force majeure*.

(d) When the damage has been caused by the fault or negligence of the sender or the addressee or the representative of either, or when it is due to the nature of the article.

(e) For parcels which contain prohibited articles.

(f) In case the sender of an insured parcel, with intent to defraud, declares the contents to be above their real value, this rule, however, shall not prejudice any legal proceedings necessitated by the legislation of the country of origin.

(g) For parcels seized by the Customs because of false declaration of contents.

(h) When no inquiry or application for indemnity has been made by claimant or his representative within a year commencing with the day following the posting of the insured parcel.

(i) For parcels which contain matter of no intrinsic value, or perishable matter, or which did not conform to the stipulations of this Agreement, or which were not posted in the manner prescribed ; but the country responsible for the loss, rifling, or damage may pay indemnity in respect of such parcels without recourse to the other Administration.

Article IV

TERMINATION OF RESPONSIBILITY

Administrations cease to be responsible for parcels of which they have effected delivery in accordance with their internal regulations for parcels of the same nature.

Responsibility is, however, maintained when the addressee or, in case of return, the sender makes reservations in taking delivery of a parcel the contents of which have been abstracted or damaged.

Article V

PAYMENT OF INDEMNITY

The obligation to pay compensation, as well as the postage charges due to be refunded, rests with the Administration to which the office of origin of the parcel is subordinate. However, in cases where the compensation is paid to the addressee in accordance with Article II, Section 1, second paragraph, the obligation shall rest with the Administration of destination. The paying Administration retains the right to make a claim against the Administration responsible.

Article VI

PERIOD FOR PAYMENT OF COMPENSATION

1. The payment of compensation for an insured parcel shall be made to the rightful claimant as soon as possible and at the latest within a period of one year counting from the day following that on which the application is made.

However, the Administration responsible for making payment may exceptionally defer payment of indemnity for a longer period than that stipulated if, at the expiration of that period, it has not been able to determine the disposition made of the article in question or the responsibility incurred.

2. Except in cases where payment is exceptionally deferred as provided in the second paragraph of the foregoing section, the Postal Administration which undertakes payment of compensation is authorized to pay indemnity on behalf of the Office which, after being duly notified of the application for indemnity, has let nine months pass without settling the matter.

Article VII

FIXING OF RESPONSIBILITY

1. Until the contrary is proved, responsibility for an insured parcel rests with the Administration which, having received the parcel without making any reservations and being put in possession of all the regulation means of investigation, cannot establish the disposal of the parcel.

2. When the loss, rifling, or damage of an insured parcel is detected upon opening the receptacle at the receiving exchange office, and has been regularly pointed out to the dispatching exchange office, the responsibility falls on the Administration to which the latter office belongs, unless it be proved that the irregularity occurred in the service of the receiving Administration.

3. If the loss, rifling, or damage has taken place in the course of transportation, without its being possible to establish on the territory or in the service of which country the act took place, the Offices involved bear the loss in equal shares.