



UPS Capital®

UPS CAPITAL INSURANCE AGENCY LIMITED
PARCEL PRO® SELECT
TERMS AND CONDITIONS

1. SCOPE OF SERVICES & CONTRACTUAL TERMS ("T&Cs"): UPS Capital Insurance Agency Limited is registered with Companies House, the Registrar of Companies for England and Wales, with UK establishment number 11641767 ("UPSCIA"). UPSCIA's registered office address is UPS House, Forest Road, Feltham, Middlesex, TW13 7DY, United Kingdom. UPSCIA offers either of the following services to you as the customer ("you" or the "Customer"), depending on which option you choose:

- (a) **Transport and Insurance Services:** UPSCIA acts as a shipper's-agent to arrange transportation. On request, UPSCIA shall include your goods under a group insurance policy issued to UPSCIA (the "Group Insurance Policy") which is underwritten by an authorized insurance company (the "Insurance Underwriter"). You may make a written request to UPSCIA to obtain a copy of the Group Insurance Policy.
- (b) **Insurance Only Services:** UPSCIA acts as an insurance intermediary arranging insurance coverage under a policy issued to you (an "Individual Insurance Policy") which is underwritten by the Insurance Underwriter. Where this option is selected, and if UPSCIA requires Specialized Secured Transport pursuant to Sec. (4)(g) of these T&Cs, UPSCIA may still act as a shipper's-agent for the limited purposes of arranging specialized secured transport to the depot of the carrier engaged by you.

The Insurance Underwriter is currently American International Group UK Limited, which is authorized and regulated by Financial Conduct Authority and Prudential Regulation Authority.

UPSCIA is neither an insurance company, a carrier of any kind, nor a freight forwarder. UPSCIA is an appointed representative of Crispin Speers & Partners Limited, which is authorized and regulated by the Financial Conduct Authority. Use of UPSCIA's services constitutes acceptance of these T&Cs. Acknowledgement of and adherence to these T&Cs is a condition precedent for your goods to be included and protected under the Group Insurance Policy (Sec. (1)(a) of these T&Cs) and/or to be covered under an Individual Insurance Policy (Sec. (1)(b) of these T&Cs).

These T&Cs further restrict coverage under both the Group Insurance Policy and all Individual Insurance Policies and shall therefore prevail in the event of broader coverage under the Group Insurance Policy or any Individual Insurance Policy.

UPSCIA reserves the right to decline in its sole discretion to procure transport and shipper's agent services and/or – in its capacity as policyholder or agent of the Insurance Underwriter – to include any Customer's shipment(s) under the Group Insurance Policy or any Individual Insurance Policy.

The Insurance Underwriter reserves the right in its sole discretion to cancel any Individual Insurance Policy, subject to the terms and conditions of such Individual Insurance Policy as described below; any potential additional agreement between you and the Insurance Underwriter, as the case may be; and applicable law.

2. ENGAGED TRANSPORTATION CARRIERS: In the circumstances where UPSCIA is providing Transport and Insurance Services, you authorize UPSCIA to select and engage transportation carriers (each a "Designated Approved Carrier") and other vendors on your behalf pursuant to their contractual terms, to which you will be bound in all instances. Carriers and other vendors to whom goods are entrusted limit their liability. If you intend to protect your goods under the Group Insurance Policy or an Individual Insurance Policy, do not declare value with transportation carriers or other vendors except as required under Sec. (4)(h) of these T&Cs. You may forego using the Group Insurance Policy or an Individual Insurance Policy and increase a carrier or other vendor's liability by declaring a value and paying an additional charge subject to their contractual terms, but you must arrange for such excess liability through UPSCIA where UPSCIA is providing Transport and Insurance Services. Declaration of value by you directly to any carrier or other vendor may not result in their increased liability. Where UPSCIA is providing Transport and Insurance Services, UPSCIA will request excess liability from the carrier or other vendor on your behalf only upon your written instruction, for which additional charges will apply. Carriers and other vendors may refuse declared value for liability. In the absence of your written instruction to declare value with a carrier or other vendor or if any carrier or other vendor refuses declared value for liability, the goods may be tendered by UPSCIA to carriers or other vendors subject to their liability limitations and in some instances special liability waivers, which will apply to the transportation of your goods and to which you will be bound. In the event of an instruction by you or any other party to any carrier or other vendor that conflicts with any contractual terms between UPSCIA and that carrier or other vendor, the contractual terms between UPSCIA and that carrier or other vendor shall prevail. ***Rather than attempting to effect recovery against carriers under liability terms, UPSCIA offers you the opportunity to protect your goods under the Group Insurance Policy or an Individual Insurance Policy.***

3. COVERAGE DETAILS: Where UPSCIA provides Insurance Only Services, coverage under an Individual Insurance Policy is provided for goods shipped via a carrier of your choice that UPSCIA has designated and approved on behalf of the Insurance Underwriter (each also a "Designated Approved Carrier").

The Group Insurance Policy and any Individual Insurance Policy (together the "Insurance Policies") under which shipments are insured for physical loss and/or damage in the course of transit (the "Insurance Cover"), as may be selected by the Customer, provide coverage subject to insuring conditions, limitations and exclusions set out in the Insurance Policies.

Insurance Cover is subject to agreement by you to the following specific coverage terms which shall strictly apply:

- (a) **Commodities:** Exclusively covering commodities approved in writing by UPSCIA in the rate sheet on behalf of the Insurance Underwriter prior to shipment.
- (b) **Valuation:** Insure your goods for selling price if sold prior to shipment or otherwise actual cash value / replacement value. You must insure for 100% value; if you understate value, you will bear the extent of deficit in the event of a partial loss. In the event you overstate value, your Insurance Cover will be limited to actual value.

- (c) **Limit of Liability under the Insurance Cover:** The limits of liability set forth in the Group Insurance Policy or any Individual Insurance Policy, as applicable, shall determine the maximum Insurance Cover(s) subject to any lower limits set-forth in your rate sheets (see sec. 5 of these T&Cs). The maximum coverage shall in no event exceed the amount for which you insure your goods.
- (d) **Requirement of Signature at Delivery:** You must select signature on delivery when you tender shipments to Designated Approved Carriers. You must not tender any shipment to a carrier under a "waiver of signature," "release signature status", "driver release", "letter-box release" or similar service booking, agreement or arrangement with the carrier as you will void the Insurance Cover by doing so. If the consignee allows the carrier to effect delivery without signature, the Insurance Cover will be void. Except if released by the carrier without signature against your instruction, without your knowledge and as a result of exclusive fault of the carrier, no insurance claim can be made for any shipment delivered without a signature for any reason even if the shipment was confirmed delivered by the carrier's tracking information.
- (e) **Duration:** The Insurance Cover commences upon goods being retrieved by or tendered to the Designated Approved Carrier, as determined by the carrier's tracking information. The Insurance Cover continues in the course of transit and until delivery is made at the consigned destination as defined in this sec. (3)(e) or until the expiry of fourteen (14) calendar days, whichever occurs first and notwithstanding any longer period set forth in the Insurance Cover. Delivery is made when a package is signed for at the consigned location or when the package is left at the consigned location without a signature, as determined by the carrier's tracking information.

Shipments signed for by any apparent representative (e.g., concierge, doorman, front desk clerk, residence occupant, security guard) at the delivery address shall be deemed delivered. Notwithstanding the foregoing, Insurance Cover may be cancelled in the course of transit in the event you, the shipper, or consignee do not cooperate or are unresponsive, where possible and reasonable to do so, to facilitate or accept delivery; in such event, it is your burden to prove any loss occurred during the coverage period. The final sentence of Sec. (3)(d) of these T&Cs remains unaffected.

- (f) **Refused Shipments Returned:** In the event that the Insurance Cover is not cancelled under sec. (3)(e) of these T&Cs and a shipment is returned to the shipper because of refusal or inability of the consignee to facilitate or accept delivery, the Insurance Cover is extended until the sooner of redelivery to the shipper or the expiry of thirty (30) calendar days from the date that the goods were retrieved by or tendered to the Designated Approved Carrier, as determined by the carrier's tracking information.
- (g) **Exclusions:** As with all insurance, the Insurance Cover is subject to exclusions. Losses arising in connection with the following risks are absolutely excluded from the Insurance Cover: (i) seizure of goods, including by customs authorities; (ii) radioactive contamination; (iii) delayed delivery of goods; (iv) inherent vice of the goods; (v) loss of, damage to or breach of data or other non-tangible content; (vi) fraud by you, the shipper or consignee; (vii) cyber attacks on you, the shipper, the consignee, the Designated Approved Carrier or any other carrier or vendor to whom the goods are entrusted; (viii) illicit trade; (ix) concealed damages and losses (within sealed packages delivered intact); (x) mechanical/electronic derangement to used or unsealed new merchandise; (xi) damages attributable to insufficient packing; breakage to fragile and delicate items such as those used for clocks or glassware; (xii) shipments not compliant with the "Shipping Rules and Restrictions for the Insurance Cover" as summarized in these T&Cs; (xiii) false/erroneous information provided by you, the shipper or consignee; (xiv) package labels being changed or revised in the course of transportation for the purpose of fraudulent redirection; (xv) shipments being sent as a result of fraud or trick upon the Customer, shipper and/or consignee (including but not limited to product orders made by imposters); and (xvi) abandonment by you, the shipper or the consignee, e.g., by failure to provide required customs documentation or to arrange for transportation to the final destination. The Insurance Cover also excludes: (xvii) all risks of a shipment being re-routed, stopped in transit or retrieved at a point other than the original consigned delivery point pursuant to any instruction or representation to the Designated Approved Carrier by a fraudster or imposter. Consequential and indirect damages, such as loss of market, depreciation, or diminution in value as a result of repair, are not recoverable. In the event of loss or damage to pairs or sets, recovery will be limited exclusively to the item lost or damaged. Additional exclusions may apply per Sec. 3.(l) of these T&Cs.

Cash-on-delivery / collect-on-delivery ("C.O.D.") shipments may be insured, however the C.O.D. payments are not covered and the Insurance Cover does not protect against the risks associated with the collection/return of C.O.D. payments.

- (h) **Requirement of Inspection and Exception to Carrier at Time of Delivery:** The consignee or its representative must carefully inspect the shipment immediately at time of delivery in the presence of the delivering carrier's personnel and make written exception with such personnel for any evidence of damage, loss, tampering, penetration or invasion of the shipping package. Except for disappearance of the entire package in transit prior to delivery, failure to make written exception with the delivering carrier will exclude the Insurance Cover for any loss or damage which you may discover. Delivery accepted under a condition of "subject to inspection" or similar language will not constitute the required written exception.
- (i) **Time Limits for Reporting Losses and Claims:** Notwithstanding any longer periods set forth in the Insurance Policies, which are modified by these T&Cs, to maintain coverage, you must strictly adhere to the following deadlines; in the event you fail to meet the relevant deadline in respect of a claim, there will be no Insurance Cover for such claim under the Insurance Policies:

(i) **Deadline for notification of potential loss:** You must notify UPSCIA in writing immediately (that is as soon as a reasonably possible) after the earliest of the following events: (a) you become aware that any delivery time or date guaranteed by the delivering carrier was not met, (b) you notify or file any report to the delivering carrier regarding delayed delivery of any shipment (e.g., a so-called "tracer" in the case of UPS shipments) or (c) you become aware of any loss or damage to the insured goods.

(ii) **Claim filing deadline:** You must file a claim with UPSCIA or the Insurance Underwriter in writing fourteen (14) calendar days after the earliest of the following events: (a) you have received notification of the conclusion of any investigation by the carrier or UPSCIA with respect to the shipment or (b) thirty (30) calendar days after the date on which Insurance Cover for the goods commenced according to Sec. 3(e) of these T&Cs (namely upon goods being retrieved by or tendered to the Designated Approved Carrier, as determined by the carrier's tracking information) or forty-five (45) calendar days in case the consignee refuses to accept delivery and the refused shipment is returned to the sender.

(iii) **Claim substantiation deadline:** You must submit documentation in support of your claim (including documentation of any damage and proof of value of the shipment) in writing to UPSCIA or the Insurance Underwriter no later than fourteen (14) calendar days after filing the claim under Sec. 3(i)(ii) of these T&Cs. Where a police investigation in respect of the shipment is still pending at that time, the deadline is extended until 14 calendar days after you become aware of the conclusion of the police investigation.

- (j) **Claim Process:** By making any claim, you warrant that you are the sole owner of such claim and that you have not contractually released any third party from liability for the claim (including but not limited to the Designated Approved Carrier). Although it has generally delegated claims handling to UPSCIA, the Insurance Underwriter has reserved the right to determine all issues of the Insurance Cover and claim settlement. You have the right to submit claims to either UPSCIA or the Insurance Underwriter. You, the shipper and consignee must all fully cooperate in providing all documentation and information pertinent to a claim, including an examination under oath if requested. Should the Insurance Underwriter dispute liability or Insurance Cover for any reason that does not arise directly from the negligence, willful default or fraud of UPSCIA, you shall have no recourse against UPSCIA and UPSCIA shall not be under any responsibility or liability in relation thereto.

- (k) **Payment of loss:** Payment of any claim shall be without prejudice as to any existing or future claim and shall be without prejudice as to any rights, remedies or defenses inuring to the Insurance Underwriter's benefit under the Insurance Policies and these T&Cs
- (l) **Changes to Group Insurance Policy:** In the case of the Group Insurance Policy, UPSCIA reserves the right to change the Insurance Underwriter and to allow insuring terms for coverage to be modified in UPSCIA's sole discretion at any time and without notice, provided that the changed Insurance Cover shall always substantially adhere to the previous Insurance Cover summarized herein. UPSCIA shall notify you of any change of the Insurance Underwriter or modification of the insuring terms affecting the Insurance Cover.
- (l) **Compensation of Damages:** Compensation payments will generally be made through UPSCIA. With respect to insurance-only benefits under Sec. 1(b) of these T&Cs, you have the right to claim coverage under the individual policy from Insurance Underwriter directly. Payment of a claim will not affect any other or future claim and will not limit any rights, remedies or defenses available to Insurer under the insurance coverage and these T&Cs.
- (m) **Assignment of Claims & Subrogation:** In the event of a claim settlement, you agree that the Insurance Underwriter shall be subrogated to all of your rights and remedies in relation to any and all claims for compensation against third parties, including but not limited to the Designated Approved Carrier. You agree that the Insurance Underwriter and UPSCIA shall have authority to use your name to the extent necessary to exercise all or any of such rights and remedies, including but not limited to the commencement of legal proceedings in order to protect time and / or pursue claims against responsible third parties. You agree that you will furnish the Insurance Underwriter and UPSCIA with any assistance it may reasonably require of you when exercising such rights and remedies. Subrogation against third parties is limited to the compensation paid by or on behalf of the Insurance Underwriter, plus any reasonable expenses incurred by or on behalf of the Insurance Underwriter in connection with the notice of claim and/or compensation. If the subrogation payments for the assigned rights exceed the compensation paid by or on behalf of the Insurance Underwriter plus any reasonable expenses incurred by or on behalf of the Insurance Underwriter in connection with the notification of the claim and/or the compensation, the Insurance Underwriter or UPSCIA will pay the excess amount to you. You agree that in the event the Insurance Underwriter wishes to take a formal assignment of your right to claim against third parties, you will take such steps as are required to execute this.
- 4. SHIPPING RULES, CUSTOMER COOPERATION & RESTRICTIONS FOR THE INSURANCE COVER:** In order to be eligible for shipping with UPSCIA and/or for the Insurance Cover under the Insurance Policies described herein to apply, you must be an approved customer and strictly abide by the following shipping rules, cooperation duties and restrictions which are conditions precedent for any claim recovery:
- (a) **Notify the Consignee:** You must notify the consignee of the shipment and content prior to delivery and of the consignee's obligation to give timely notice of non-receipt and to carefully inspect the shipment at time of delivery in the presence of the delivering carrier's personnel and to make written exception with such personnel for any evidence of damage, loss, tampering, penetration or invasion of the shipping package. The consignee's failure to do so will preclude recovery.
- (b) **Double Box and Properly Package:** Unless otherwise authorized by UPSCIA in writing, all packages must be double boxed in new boxes and packaging and must include the tracking number on the inner box. The inner box must not be a small jewelry box which could be easily identified and/or discarded. Envelopes and packs are not eligible for the Insurance Cover. All packages must be properly packed and sealed to withstand the ordinary rigors of shipment.
- (c) **Report Shipments to UPSCIA and Tender to Carrier:** You must report shipments to UPSCIA prior to time of shipment in order for the shipment to be insured under the respective Insurance Policies. Each shipment must be retrieved by or tendered to the Designated Approved Carrier within 48 hours from the time that the shipment is reported to UPSCIA. Unless otherwise authorized by UPSCIA in writing, packages must be picked up at a shipper location, handed to a staff driver of the Designated Approved Carrier or taken to a staffed location of the Designated Approved Carrier. You must obtain a receipt for any packages dropped off at a retail location that has been authorized by UPSCIA in writing. You must not use unmonitored drop boxes or any location without carrier employed personnel.
- (d) **Declare a Value for Insurance:** Packages reported without a value declared for insurance shall be uninsured shipments and any recovery under liability terms will be GBP 60 or less.
- (e) **Do Not Reveal Package Content:** You must not allow any indication of high value content to appear on the waybill, labeling or exterior of the package, and any such indication will void Insurance Cover under the Insurance Policies, which are modified by these T&Cs. For example, never reference brands or auction houses or use words indicating precious metals, gemstones or valuable goods, including "jewelry," "watch", "diamond", "pearl", "gold", "silver", "gem", "mint" or abbreviations such as "DIA", whether on packaging material or in the names or addresses of either the sender or consignee on the exterior of the package. If you believe that you must include any such words on the waybill, label or the exterior of the package, including due to any legal or regulatory obligation, you must request and receive UPSCIA's prior written approval or the package will not have Insurance Cover.
- (f) **Do Not Declare a Value with the Carrier:** Unless otherwise instructed by UPSCIA in writing, you must never declare a value for liability or any other purpose with the Designated Approved Carrier or any other vendor. Otherwise, you will void Insurance Cover under the Insurance Policies. Declaration of the insured value to UPSCIA shall not constitute notification of shipment value for purposes of increasing the liability of the Designated Approved Carrier and/or any other vendor. In the event UPSCIA instructs you to declare a value with any vendor, such declaration of value shall be for purposes of security protocol and shall not result in increased liability of that vendor. In the event that you choose to forego using the Group Insurance Policy or an Individual Insurance Policy and prefer instead to increase the liability of the Designated Approved Carrier and/or any other vendor, such increased valuation will be arranged on your behalf by UPSCIA to the extent possible as set forth in Sec. 2 of these T&Cs.
- (g) **Specialized Secured Transport:** UPSCIA may – in its capacity as policyholder or agent of the Insurance Underwriter – require the use of specialized secured transports, including but not limited to the use of armored cars or other security technology, from the designated pickup facility to an approved depot of the Designated Approved Carrier. UPSCIA may arrange secured transport at its sole discretion. If you have selected "Insurance Only Services" (Sec. 1(b) of these T&Cs), UPSCIA shall still act as shipper's agent for the limited purpose of arranging secured transports, including the choice of vendor. If UPSCIA elects to require specialized secured transports, it will notify you in a writing designating the details, protocols and instructions relating to such required specialized secured transports. You must in such event comply in all respects with such protocols and instructions, which may include that you declare the value of the package to the third party performing the secured transportation. Failure to comply with such protocols and instructions will render the shipment ineligible for the Insurance Cover. The specialized secured transports shall be arranged exclusively by UPSCIA as shipper's agent, and never by the Customer. The liability of UPSCIA for arranging the specialized secured transports shall be governed by the UPSCIA T&Cs in effect on the date of shipment. In the event that UPSCIA elects to require specialized secured transports, such requirement shall only be waived upon written notice by UPSCIA prior to the time of shipment and such waiver shall be limited pursuant to the terms of the written notice.

- (h) **Shipping Reports:** Unless otherwise instructed by UPSCIA in writing, you must never give to the carrier or ship with the package your daily shipping report and the values shipped; these are for your records only and must be treated by you as confidential. When shipping via UPSCIA's online tools (website, mobile apps, API), in all instances where a High Value Shipment Receipt is generated and tender is made to a carrier, the shipper must ensure that the High Value Shipment Receipt is tendered to and acknowledged by the carrier.
- (i) **Furnish Accurate and Complete Information:** You must provide accurate and comprehensive information and documentation which is material and relied upon by UPSCIA and the Insurance Underwriter to perform their services. This obligation to provide all material information applies both prior to obtaining Insurance Cover and upon making a claim. Any intentional or reckless errors or omissions in furnishing information and documentation prior to or upon coverage being effected, will give UPSCIA and/or the Insurance Underwriter the right to avoid the Insurance Cover (without a right to refund of premium). In other cases where the information and documentation provided prior to or upon obtaining coverage is not accurate and comprehensive, UPSCIA and/or the Insurance Underwriter may elect to decline coverage (and return premium) if they would not have provided insurance had accurate and comprehensive information been provided.
- (j) **Maintain Packaging:** No claims for loss or damage shall be valid unless the package, inner cartons, packing and contents have been preserved until made available for inspection by UPSCIA or the Insurance Underwriter.

5. COMPENSATION OF UPSCIA: The charges owing for the transportation and/or insurance services provided hereunder are set forth in the rate sheet and may be adjusted from time to time in accordance with its terms. UPSCIA's charges may be added to the rates and charges of all carriers and other vendors selected by UPSCIA for the services provided. All amounts stated are exclusive of any applicable Value Added Tax or similar taxes or insurance premium tax levied by the tax authorities of any jurisdiction.

You agree to pay all charges and to comply with all terms of credit, if any. If you fail to pay any sum due by the agreed method, you will indemnify UPSCIA for any costs incurred either by themselves or through the use of recovery agents and or legal advisors, in the recovery of the such debt. You further agree that such sums can be added to your account with UPSCIA and payment will be due immediately upon notification to you. The shipper, consignee and you shall be jointly and severally liable for all charges owed to UPSCIA and for any fines, penalties or other damages or liabilities to third parties incurred by UPSCIA as a result of any shipment to the maximum extent allowable under applicable law. In the case of Transport and Insurance Services according to Sec. 1(a) of these T&Cs, UPSCIA shall have a particular and general lien on any claim settlement and on all goods and / or documents which are in its actual or constructive possession for all outstanding charges, expenses or advances incurred by UPSCIA in connection with any of your shipments. Unless all outstanding charges are satisfied within thirty (30) calendar days of written notice of lien from UPSCIA, UPSCIA shall have the right to deduct such charges, expenses or advances from any claim payment otherwise payable to you and/or to sell the goods at public or private sale or auction, with any net payment or proceeds being paid or refunded to you and any net deficiencies remaining owing. Where goods are likely to perish, deteriorate or otherwise reduce in value, UPSCIA's right to sell the goods shall arise immediately upon the exercise of a lien.

6. ASSIGNMENT: With regarding to the Transport and Insurance Services (Sec. 1(a) of these T&Cs), in case of a denied insurance claim, UPSCIA hereby assigns to you the corresponding part of any claims that UPSCIA has against the Designated Approved Carrier relating to the transportation of your goods. Following payment of Insurance Cover and/or assignment of claims, you will have no further claims against UPSCIA.

7. LIABILITY OF UPSCIA; GOVERNING LAW AND JURISDICTION: As a shipper's-agent in making the transportation arrangements and in arranging coverage under the Group Insurance Policy or an Individual Insurance Policy (as applicable) UPSCIA has no carriage liability and is only liable for losses arising from its negligence, willful default or fraud for which it limits its liability to USD 1,000 (or local currency equivalent at time of payment) per shipment. In the event your goods are lost or damaged while in the custody of UPSCIA or in the circumstance UPSCIA is found liable for carriage for any reason notwithstanding these T&Cs, such liability shall be limited to the greater of 2 Special Drawing Rights (International Monetary Fund) per kilogram or USD 100 (or local currency equivalent at time of payment) per shipment. The foregoing liability limitations may be avoided by separately declaring in writing a higher value with UPSCIA for liability purposes, for which a written confirmation of increased liability will be issued by UPSCIA prior to shipment and for which a commensurate charge will be assessed.

These T&Cs and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation, or a dispute between you and the Underwriter arising out of or in connection with the Group Policy or any Individual Policy (as applicable) or its validity shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these T&Cs or their subject matter or formation or the Group Insurance Policy or any Individual Policy (as applicable).

UPSCIA will not be liable for any claim arising out of these T&Cs or the Group Insurance Policy or Individual Insurance Policy (as applicable) unless you give UPSCIA written notice of that claim within 9 months of the date on which the goods were delivered or should have been delivered or when the claim arises and (unless such claims is resolved) proceedings are commenced before the expiry of 1 year from the date on which the goods have been delivered or should have been delivered. Do not confuse time for claim against UPSCIA with the mandatory claim reporting period under the Insurance Policies per Sec. 3(i) of these T&Cs.

8. ENTIRE AGREEMENT; CUSTOMER WARRANTY; T&Cs SUBJECT TO CHANGE; RIGHT OF CANCELLATION: As stated above, these T&Cs further restrict coverage under the Insurance Policies. No oral modification of these T&Cs is permitted and no UPSCIA employee shall have authority to orally modify these T&Cs. These T&Cs together with the rate sheet shall constitute the entire agreement between you and UPSCIA. In the event of a conflict between these T&Cs and the rate sheet, these T&Cs shall prevail. You warrant all goods tendered are legally compliant for the shipment requested and that you have the authority of your company to bind it to these T&Cs and you hereby do so. You warrant that you have the authority of the shipper, of the consignee and of any third party with any interest in the goods shipped to arrange transport and insurance for the goods shipped and to bind them to these T&Cs. UPSCIA reserves the right to modify these T&Cs from time to time and without notice. Furthermore, UPSCIA reserves the right to withdraw cover if any payment is not made as agreed between the parties. In relation to each individual transaction, the latest version of these T&Cs you accepted shall apply.