

**UP 4-F** 

Item: 126 SECURITY SEALS

### **GENERAL RULE ITEM 126**

#### **SECURITY SEALS**

#### 1. SECURITY SEAL APPLICATION

It is solely the decision of the shipper to determine the type of protection necessary to protect the cargo, including but not limited to the use of seals and security devices. Union Pacific Railroad does not apply or determine if seals or security devices are appropriate or adequate, except in the case of contamination (See Paragraph 2 below). Nor does Union Pacific Railroad, in all cases, inspect shipments for seal integrity. In the event that a seal or a security device is broken, or missing, the absence or breach of a seal will not create a presumption of contamination or theft without actual physical evidence. Documentation of the application of seals or security devices at origin is the responsibility of the shipper and the seal number(s) must be included, on the bill of lading or shipping instructions and in any claim application.

# 2. CARGO SUBJECT TO CONTAMINATION

- A. For Union Pacific to consider a claim for contamination of cargo the shipment must be sealed by the actual shipper or its agent and provide evidence of a process for securing, sealing and verification as listed below.
  - (1) The minimum seal will be a barrier type seal meeting ASTM (American Society for Testing and Materials) standards, a cable seal 1/8 inch in diameter, a high security bolt seal, or their equivalent.
  - (2) All seals utilized by the shipper will be numbered and recorded on the bill of lading or shipping instructions.
  - (3) The rail car openings securement, sealing and verification process will include a minimum of two steps, first, the act of securement, and sealing to be accomplished by one employee and secondly either or both of the following;
    - (a) A visual verification of the securement and seals by a different employee or agent.
    - (b) Digital photographic evidence of the car number, each aperture, and each seal clearly indicating the seal integrity and identification marking; and the date and time the image was taken.
  - (4) The shipper will maintain for a minimum of one year a written record of the date and time of the securement and application of seal(s), the identity and signature of the person applying the seals, and the date, and time of the visual verification with the identity and signature of the person performing the visual verification.
- B. A variance from the above requirements can be obtained if prior to loading, the shipper or its agent obtains written approval from Union Pacific Railroad's Damage Prevention Services Department.
- C. Union Pacific will not pay any claim for cargo contamination unless the above minimum standards are met.

Issued: Effective: March 15, 2006 April 1, 2006

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## 3. [c] ALTERNATE PROTECTION

- A. Protection for contamination may be obtained without compliance with the above requirements by providing proof of a surcharge payment of \$500 per carload and satisfaction of all of the following provisions
  - (1) Shipper must notify carrier no less then 120 hours before shipment is released for transportation that the shipper elects the alternative protection.
  - (2) All openings must be sealed and the seal numbers recorded on the Bill of Lading or shipping instructions.
  - (3) The shipping instructions or Bill of Lading must note that "shipment is moving under alternate protection provision to Security Seals Item."
  - (4) Alternate Protection coverage is not available for shipments that originate in or destined to Mexico.

Issued: Effective: March 15, 2006

April 1, 2006

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