

# SHIPPING PROTECTION POLICY

## Enshield Risk Solutions Package Protection Program

### IMPORTANT NOTICE – PLEASE READ CAREFULLY

This Shipping Protection Policy (the “Policy”) describes the terms, conditions, limitations, and exclusions applicable to protection purchased in connection with a shipment for which Shipping Protection has been purchased through a Merchant at the time of order.

This Policy is designed to provide coverage for **loss, damage, or theft** of eligible shipments, including theft occurring after delivery and prior to the recipient taking physical possession of the shipment, subject to the terms of this Policy.

Coverage is conditional and applies only when all Policy requirements are satisfied. Not all shipments or circumstances are covered. Please read this Policy carefully to understand your rights and obligations.

### PROGRAM STRUCTURE AND PARTIES

- “You” and “Your” refer to the purchaser of this Shipping Protection and/or the intended recipient of the Covered Shipment.
- “We,” “Us,” and “Our” refer to **Enshield Risk Solutions Inc. (“Enshield Risk Solutions”)**, the entity issuing this Policy and providing the coverage described herein.

This Policy is administered by **Enshield Inc (“Enshield”)**, which acts on behalf of Enshield Risk Solutions in connection with claims handling, customer support, and other administrative functions. Enshield is authorized to administer claims and make claim determinations on behalf of Enshield Risk Solutions.

All claims under this Policy will be processed and administered by Enshield on behalf of Enshield Risk Solutions.

This Policy provides direct coverage to the insured and is not dependent on, nor limited by, any determination of liability by a shipping carrier or other third party.

### INSURED PARTY AND LOSS PAYEE

The purchaser of Shipping Protection, and/or the intended recipient of the Covered Shipment, is the insured under this Policy and is the **primary loss payee** entitled to payment for covered claims.

The Merchant is not an insured under this Policy and has no independent rights under this Policy.

## PLAIN LANGUAGE COVERAGE SUMMARY

Subject to the terms of this Policy, coverage applies to:

- Loss or non-delivery of a shipment
- Physical damage to a shipment
- Theft of a shipment, including theft occurring after Confirmed Delivery but before the insured has taken physical possession

Coverage begins when the shipment is Accepted by the Carrier and ends upon the earliest of:

- Physical receipt of the shipment by the insured; or
- Seven (7) calendar days after Confirmed Delivery by the Carrier

All claims must be reported within the timeframes required by this Policy. Failure to timely report a claim may result in denial of coverage.

## LIMITATION OF COVERAGE

All payments under this Policy are subject to applicable limits, conditions, and exclusions. Certain types of loss, items, and circumstances are not covered.

Any costs associated with investigating, evaluating, or resolving a claim may reduce the total amount payable under this Policy.

## GENERAL NOTICE

This Policy contains provisions that limit or restrict coverage. No coverage is provided unless all terms, conditions, and requirements are satisfied.

Words and phrases appearing in quotation marks have special meanings. Refer to **Section V – Definitions**.

## SECTION I – INSURING AGREEMENTS

### Coverage: Shipping Protection

Subject to the terms, conditions, limitations, and exclusions of this Policy, **Enshield Risk Solutions** will pay for direct physical loss, damage, or theft of a Covered Shipment and its contents from an external cause.

Coverage under this Policy applies only to shipments for which Shipping Protection has been properly purchased through a Merchant at the time of order and for which all required shipment information is accurate and complete.

### Coverage Period

Coverage begins when the Covered Shipment is **Accepted by the Carrier** and continues until the earliest of:

1. The shipment is physically received by the insured; or
2. Seven (7) calendar days have elapsed following **Confirmed Delivery** by the Carrier.

### **Covered Causes of Loss**

Subject to all Policy terms, coverage includes:

- Loss or non-delivery of a shipment;
- Physical damage occurring during handling or transit;
- Theft occurring prior to delivery;
- Theft occurring after Confirmed Delivery but before the insured has taken physical possession of the shipment.

### **Conditions of Coverage**

Coverage under this Section applies only if:

- The shipment is addressed correctly using the information provided at the time of order;
- The shipment is Accepted by the Carrier;
- The shipment complies with all applicable Carrier requirements for transport;
- The shipment is packaged, labeled, and prepared in a manner sufficient to withstand the normal rigors of transit; and
- All information provided in connection with the purchase of Shipping Protection is true, accurate, and complete.

Failure to satisfy these conditions may result in denial of coverage.

### **Exclusions from Coverage Grant**

Coverage does not apply to any shipment:

- That was not Accepted by the Carrier;
- That is intentionally misrepresented in value, contents, or shipping method;
- That is voluntarily relinquished, abandoned, or delivered to an incorrect address due to error by the insured; or
- That otherwise falls within the exclusions set forth in this Policy.

### **No Reliance on Carrier Determination**

Coverage under this Policy is independent of any determination, investigation, or liability assessment made by a Carrier or other third party.

**Enshield Risk Solutions** will evaluate coverage and make claim determinations in accordance with the terms of this Policy, with such claims administered by **Enshield** on its behalf.

## **Theft Claim Verification (Notice)**

For claims involving theft, Enshield may require reasonable documentation to substantiate the claim, including a police report or similar incident documentation, as further described in Section III – Claims Handling & Settlement.

## **SECTION II – LIMIT OF LIABILITY AND VALUATION**

### **A. Maximum Liability**

The maximum amount payable for any single Covered Shipment under this Policy shall not exceed the **Total Order Value** for which Shipping Protection was purchased.

For shipments containing multiple items, the maximum amount payable for any individual item shall not exceed the **purchase price of that specific item** as reflected in the original order confirmation, invoice, or receipt issued by the Merchant at the time of purchase.

In no event shall the total amount payable exceed the Total Order Value actually paid by the customer for the Covered Shipment.

### **B. Basis of Valuation**

Covered losses will be valued based on the value of the item(s) as determined by **Enshield Risk Solutions**, using one of the following:

- The original purchase price of the item(s), as evidenced by the Merchant's order confirmation, invoice, or receipt; or
- The cost to repair or replace the item(s) with items of like kind and quality

Enshield Risk Solutions will determine the appropriate method of valuation based on the nature of the claim and the terms of this Policy.

### **C. Shipping Costs and Taxes**

Coverage may include shipping costs and applicable taxes only if such amounts were included in the Total Order Value at the time Shipping Protection was purchased.

### **D. Limit Per Shipment**

Each Covered Shipment shall be treated as a single claim event. Multiple items shipped together under one order or tracking number will be considered one Covered Shipment for purposes of this Policy.

### **E. Bundled, Promotional, and Discounted Items**

Where items are sold as part of a bundle, promotion, or subject to a discount applied to the total order, the value of each item will be determined as follows:

- If the Merchant assigns a specific price or allocation to individual items, that value will be used;
- If no specific allocation is provided, the Total Order Value will be reasonably allocated across all items on a proportional basis based on their original listed prices or as determined by Enshield Risk Solutions;

In all cases, the total amount payable shall not exceed the Total Order Value actually paid by the customer.

## **F. No Duplicate Recovery**

No payment will be made for any loss to the extent it has been:

- Reimbursed, replaced, or otherwise resolved by the Merchant;
- Refunded or credited by a Carrier; or
- Covered by any other insurance or protection program

Enshield Risk Solutions reserves the right to reduce payment to prevent duplicate recovery.

# **SECTION III – CLAIMS HANDLING & SETTLEMENT**

## **A. Claim Reporting Requirement**

As a condition precedent to coverage under this Policy, all claims must be reported to Enshield within the required timeframes.

- Claims for loss, damage, or theft must be reported as soon as reasonably practicable; and
- In no event later than **seven (7) calendar days from the date of Confirmed Delivery** by the Carrier.

Failure to report a claim within the required timeframe may result in denial of the claim.

## **B. Claim Submission Process**

Claims must be submitted using the claim submission link provided in the order confirmation issued by the Merchant at the time of purchase.

If the insured is unable to locate the order confirmation or submission link, the insured may initiate a claim by contacting Enshield at **claim.request@enshield.com** and providing the following information:

- Merchant name;
- Order date;
- Total Order Value; and
- Email address associated with the order.

Enshield will use this information to locate the order and provide instructions for completing the claim submission.

### **C. Proof of Loss and Required Documentation**

The insured must provide all information and documentation reasonably required by Enshield to evaluate the claim, which may include:

- Order confirmation, invoice, or receipt issued by the Merchant;
- Proof of shipment and delivery status (including tracking information);
- A description of the loss, damage, or theft;
- Photographs of damaged items and packaging (for damage claims); and
- Any other documentation reasonably requested to substantiate the claim.

Failure to provide requested documentation may result in denial of the claim.

### **D. Theft Claims**

For claims involving theft, Enshield may require additional documentation to substantiate the claim, including:

- A police report or incident report filed with the appropriate local authority;
- A written statement describing the circumstances of the loss; and
- Any other supporting documentation reasonably requested.

Failure to provide requested documentation may result in denial of the claim.

### **E. Damaged Shipments**

In the event of damage:

- The insured must retain all original packaging and damaged items until the claim is resolved or otherwise instructed by Enshield;
- The insured must provide clear photographic evidence of the damage, including the packaging and contents.

Failure to comply with these requirements may result in denial of the claim.

### **F. Investigation and Cooperation**

The insured must cooperate with Enshield in the investigation of the claim and provide any additional information reasonably requested.

Enshield may investigate the claim, request additional documentation, and take reasonable steps to verify the circumstances of the reported loss.

### **G. Claim Determination**

Enshield will evaluate all claims in good faith on behalf of **Enshield Risk Solutions**, based on the terms, conditions, limitations, and exclusions of this Policy and the information provided.

**Enshield Risk Solutions** will approve, deny, or partially approve any claim based on:

- Whether the loss is covered under this Policy;
- Compliance with Policy requirements; and
- The sufficiency and accuracy of the supporting documentation.

## **H. Settlement of Claims**

For approved claims, **Enshield Risk Solutions** will reimburse the insured for the covered loss in accordance with this Policy.

All payments will be made directly to the insured as the primary loss payee.

Payment will be issued using an electronic payment method or other commercially reasonable means as determined by Enshield. The insured may be required to accept payment through Enshield's designated payment delivery method in order to receive funds.

## **I. Salvage and Recovery**

As a condition of payment, Enshield may require the insured to:

- Return the damaged or recovered item(s) to Enshield or to a designated location; or
- Provide proof of destruction of the item(s), in a form acceptable to Enshield.

Failure to comply with these requirements may result in denial of the claim or recovery of any amounts paid.

## **J. Timing of Payment**

Once all required documentation has been received and the claim is approved, Enshield will promptly issue payment.

Actual timing may vary depending on the nature of the claim, completeness of documentation, and payment processing requirements. All payments will be made within a reasonable period of time and in accordance with applicable law.

## **K. Fraud and Misrepresentation**

Any claim involving fraud, intentional misrepresentation, or material omission may be denied in whole or in part.

Enshield Risk Solutions reserves the right to take appropriate action in response to suspected fraud, including denial of current and future claims to the extent permitted by law.

# **SECTION IV – CONDITIONS**

## **A. Cooperation**

As a condition of coverage under this Policy, the insured must cooperate with Enshield in the investigation, evaluation, and resolution of any claim.

Such cooperation includes, but is not limited to:

- Providing complete and accurate information;
- Submitting requested documentation in a timely manner;
- Responding to reasonable requests for additional information; and
- Complying with any requirements related to salvage, recovery, or inspection of the claimed item(s).

Failure to cooperate may result in denial of the claim.

## **B. Subrogation**

In the event of any payment under this Policy, **Enshield Risk Solutions** shall be subrogated to all rights of recovery available to the insured against any person or entity to the extent of such payment.

The insured agrees to:

- Assist Enshield Risk Solutions in enforcing such rights; and
- Do nothing to prejudice or impair such rights.

Enshield may, but is not obligated to, pursue recovery from any shipping carrier, merchant, or other third party on behalf of Enshield Risk Solutions.

## **C. Other Insurance or Recovery**

The existence of other insurance, carrier liability, or potential third-party recovery will not prevent **Enshield Risk Solutions** from evaluating and paying a covered claim under this Policy.

However, to the extent that any loss is reimbursed or recoverable from a shipping carrier, merchant, or other third party, Enshield Risk Solutions reserves the right to:

- Reduce payment to prevent duplicate recovery; or
- Pursue recovery of amounts paid under this Policy in accordance with Section IV.B (Subrogation).

## **D. No Assignment**

No assignment of this Policy or any rights under this Policy shall be valid without the prior written consent of Enshield Risk Solutions.

## **E. Legal Action Against Enshield Risk Solutions**

No legal action may be brought against Enshield Risk Solutions unless:

- There has been full compliance with all terms and conditions of this Policy; and
- The action is brought within the time period permitted by applicable law.

## **F. Misrepresentation and Concealment**

This Policy shall not provide coverage for any insured who has intentionally concealed or misrepresented any material fact or circumstance relating to:

- The purchase of Shipping Protection;
- The shipment; or
- A claim submitted under this Policy.

## **G. Policy Interpretation**

This Policy shall be interpreted in accordance with applicable law. In the event of any ambiguity, the terms of this Policy shall be interpreted in a manner consistent with its intended purpose of providing limited coverage subject to stated terms, conditions, and exclusions.

## **H. Entire Agreement**

This Policy, together with any applicable declarations or confirmations of coverage, constitutes the entire agreement between the parties with respect to the coverage provided.

## **I. Severability**

If any provision of this Policy is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be deemed modified to the extent necessary to make it enforceable, or if not possible, shall be deemed severed from this Policy.

All remaining provisions shall remain in full force and effect.

# **SECTION V – DEFINITIONS**

For purposes of this Policy, the following terms shall have the meanings set forth below:

## **A. “Accepted by the Carrier”**

“Accepted by the Carrier” means that the Shipment has been physically received by the Carrier and an initial acceptance scan or equivalent confirmation has been recorded in the Carrier’s official tracking system.

The creation of a shipping label, generation of tracking information, or pre-shipment status alone does not constitute acceptance by the Carrier.

**B. “Carrier”**

“Carrier” means a recognized third-party shipping or delivery service responsible for transporting a Shipment, including parcel or freight carriers.

**C. “Claim”**

“Claim” means a request for payment submitted by the Insured for Loss, damage, or Theft of a Covered Shipment under this Policy.

**D. “Confirmed Delivery”**

“Confirmed Delivery” means delivery status verified by the Carrier’s official tracking system indicating that the Shipment has been delivered to the address provided at the time of order.

**E. “Covered Shipment”**

“Covered Shipment” means a Shipment for which Shipping Protection has been properly purchased through a Merchant at the time of order and that meets all terms, conditions, and requirements of this Policy.

**F. “Enshield”**

“Enshield” means **Enshield Inc.**, the entity administering this Policy on behalf of Enshield Risk Solutions, including claims handling, customer support, and related administrative functions.

**G. “Enshield Risk Solutions”**

“Enshield Risk Solutions” means **Enshield Risk Solutions Inc.**, the entity issuing this Policy and providing the coverage described herein.

**H. “Insured”**

“Insured” means the purchaser of Shipping Protection and/or the intended recipient of the Covered Shipment, who is entitled to coverage and payment as the primary loss payee under this Policy.

**I. “Loss”**

“Loss” means direct physical loss, damage, or Theft of a Covered Shipment and its contents from an external cause, subject to the terms, conditions, limitations, and exclusions of this Policy.

**J. “Merchant”**

“Merchant” means the online retailer or seller through which the Covered Shipment was purchased and for which Shipping Protection was offered and purchased at the time of order.

**K. “Policy”**

“Policy” means this Shipping Protection Policy, including all sections, terms, conditions, limitations, exclusions, and any applicable confirmations of coverage.

**L. “Shipping Protection”**

“Shipping Protection” means the coverage provided under this Policy for eligible Shipments when purchased at the time of order through a Merchant.

**M. “Shipment”**

“Shipment” means the parcel or freight and its contents that are transported by a Carrier and for which Shipping Protection has been purchased.

**N. “Theft”**

“Theft” means the unlawful taking of a Covered Shipment by a third party without the consent of the Insured, including theft occurring after Confirmed Delivery but before the Insured has taken physical possession of the Shipment.

**O. “Total Order Value”**

“Total Order Value” means the total amount paid by the customer for the Covered Shipment, including item price(s), shipping costs, and applicable taxes, as reflected in the Merchant’s order confirmation at the time Shipping Protection was purchased.