## GBLI I GLOBAL INDEMNITY

## PRIVACY NOTICE

We at GBLI I Global Indemnity, which includes Diamond State Insurance Company®, Penn-America Insurance Company®, Penn-Patriot Insurance Company®, Penn-Star Insurance Company®, United National Insurance Company®, and our affiliated companies and subsidiaries, are required to protect our customers' nonpublic personal financial information.

We collect your nonpublic personal financial information from the following sources:

- Information obtained from you, including information from your application, such as name, address, telephone number, social security number, assets and income.
- Information about transactions and experiences, such as your premium payment and claims history.
- Information from a consumer reporting agency, such as your credit history.

**WE DO NOT DISCLOSE YOUR NONPUBLIC PERSONAL FINANCIAL INFORMATION, EXCEPT AS PERMITTED OR REQUIRED BY LAW. WE RESERVE THE RIGHT, HOWEVER, TO CHANGE THIS POLICY AT ANY TIME. SHOULD THIS POLICY CHANGE, WE WILL GIVE AFFECTED CUSTOMERS AN OPPORTUNITY TO DIRECT THAT THEIR NONPUBLIC PERSONAL FINANCIAL INFORMATION NOT BE DISCLOSED.**

We maintain electronic, physical and procedural safeguards that comply with Federal regulations to protect your nonpublic personal financial information. We limit access to your nonpublic personal financial information to those employees who need to know that information to perform their job responsibilities.

We disclose nonpublic personal financial information of former customers to affiliated and nonaffiliated third parties as permitted by law.

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Penn-America Insurance Company®
Penn-Patriot Insurance Company®
Penn-Star Insurance Company®
United National Insurance Company®

# CLAIMS REPORTING PROCEDURES

Your GBLI I Global Indemnity team is committed to providing a quality claims service. In the event of a claim or a potential claim, there are three convenient ways to report the claim immediately.

## Report a Claim

- Online: www.gbli.com
- Call: 800-788-4780 (available 24/7)
- Email: claims@gbli.com

## Where to Send Supporting Documentation

- Email: claims@gbli.com
- Fax: 610-660-8885
- Mail: GBLI / Claims
  P.O. Box 532
  Willow Grove, PA 19090

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# IMPORTANT NOTICE FOR POLICYHOLDERS REGARDING PUBLIC HEALTH EMERGENCY

GBLI I Global Indemnity, which includes our affiliated companies and subsidiaries, understands the challenges facing our policyholders during a public health emergency.

A public health emergency is any event that represents immediate threat to human life or health and requires prompt action by way of mitigation measures to protect the health of the public. The event must require action taken by city, county, state or national officials to shut down businesses or alter operations.

If an emergency order has been declared, at the request of the Named Insured, GBLI may take the following steps to assist policyholders that are active and in good standing, with no cancellations pending, at the time of the public health emergency:

- **Minimum Earned Premium Waived:** We may waive the minimum earned premium when the Named Insured requests cancellation of a policy. In such case, the policy will be cancelled on a pro-rata basis and no short rate penalty will be imposed.
- **Premium Audit Exposures:** We may opt not to endorse the increased sales, receipts or payroll exposures on the current policy term as a result of a premium audit on the prior policy term. Any amounts due from the audit will be paid pursuant to the terms of the policy.
- **Inspections and Recommendation Compliance Extension:** We may give you a 30-day extension from the original date you were required to comply with critical and non-critical recommendations. All other inspection and recommendation compliance requirements remain unchanged.

These accommodations are in addition to any required by the Named Insured's jurisdiction. If there is a conflict between a jurisdictional requirement and an accommodation in this memo, the one most beneficial to the Named Insured will apply.

If you have been affected by a public health emergency, we urge you to contact your insurance agent.

The Named Insured must provide its insurance agent with a written request for the assistance described above, as well as documentation of the mandates impeding the operations of the business. Any and all accommodations described in this notice are applied at the discretion of GBLI.

GBLI

GLOBAL INDEMNITY

# COMMERCIAL INSURANCE POLICY

**United National Insurance Company** ®

## A Stock Company / Non-Participating Company

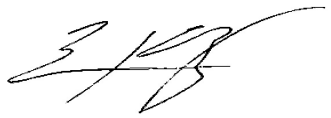
**ADMINISTRATIVE OFFICES**

THREE BALA PLAZA EAST, BALA CYNWYD, PA 19004

610-664-1500

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law this policy shall not be valid unless countersigned by our authorized representative.

**Senior Vice President**



**President**

**GBLI9900 04 25**

# DUTY RESTRICTION INCOME PROTECTION DECLARATIONS

## United National Insurance Company ®

A Stock Company / Non-Participating Company
Bala Cynwyd, PA

**Policy Number:**
**Agency No: 01544** **Producer No: 01544** **Renewal of:**

**POLICY PERIOD: From To**
at 12:01 A.M. Standard Time at your mailing address show below.

| **SPONSORING POLICYHOLDER AND MAILING ADDRESS:** | **AGENCY NAME AND MAILING ADDRESS:** Shield Knot Insurance Services<br>3385 Bass Lake Rd<br>Suite 100 #113<br>El Dorado Hills, CA 95762 |
|---|---|

**Form of Business:**
☐ Individual ☐ Partnership ☐ Joint Venture ☐ Trust
☐ Limited Liability Company (LLC) ☐ Organization, including a Corporation

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THE POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**BENEFITS**

| | |
|---|---|
| **Monthly Benefit Amount:** | **$ on file with company** |
| **Elimination Period (number of days):** | **_ on file with company** |
| **Maximum Benefit Amount:** | **$ on file with company** |
| **Premium:** | **$ on file with company** |
| **Taxes:** | **$ on file with company** |
| **Fees:** | **$ on file with company** |

Form(s) and Endorsement(s) made a part of this policy at time of issuance:
GAA7538 (01 23) Global Indemnity Privacy Notice
GAA7539 (01 23) Claims Reporting Procedures – GBLI
GAA7540 (01 23) Important Notice for Policyholders Regarding Health Emergency
GBLI9900 (04 25) Commercial Insurance Policy (Jacket)
GCZ9903 (07 26) Duty Restriction Income Protection Policy Declarations
GCZ0003 (07 26) Duty Restriction Income Protection Policy
EAA230 (01 26) Service of Suit

Countersigned: _____ By: _____
**Date** **Authorized Representative**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# DUTY RESTRICTION INCOME PROTECTION POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the insured person on file with us and who holds a Certificate of Insurance. The words “we”, “us” and “our” refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

## SECTION I - COVERAGE

We will provide coverage under this Policy and Certificates of Insurance to insured persons, subject to all terms, conditions, exclusions, and limitations set forth herein and in any applicable Certificate of Insurance.

We will provide benefits to an insured person because of “duty limitation” of an insured person, provided that:

1. The insured person is eligible and properly enrolled under this Policy at the time the “duty limitation” begins;
2. The “duty limitation” is supported by required written documentation from the insured person’s employer or other authorized entity, as applicable;
3. Any applicable “elimination period” has been satisfied; and
4. All eligibility, participation, and reporting requirements under this Policy and Certificate of Insurance have been fulfilled.

Coverage for each insured person becomes effective as set forth in their Certificate of Insurance and continues only while the insured person remains eligible under this Policy, subject to cancellation, nonrenewal, and premium payment provisions applicable to the Policy and/or Certificate of Insurance.

This Policy is issued in reliance upon the accuracy and completeness of the information provided by the Sponsoring Policyholder in the application and related submissions. Any material misrepresentation or omission may affect the validity of this Policy, eligibility under it, or the payment of benefits under any Certificate of Insurance issued hereunder. Such Certificate of Insurance is incorporated herein by reference and made part of this policy.

## SECTION II - EXCLUSIONS

This policy does not apply to any loss for a duty status change resulting from:

1. Absences due to disabilities including any medical leave of absences, the Family Medical Leave Act (FMLA), jury duty or vacations.
2. Any “duty limitation”, leave status, suspension, restricted duty, or change in employment status resulting from, caused by, contributed to by, or arising out of any bodily injury, sickness, disease, illness, medical condition, physical impairment, mental impairment, or disability for which benefits are payable, or would be payable, under any disability income, workers’ compensation, occupational injury, salary continuation, sick leave, medical leave, or similar income replacement or wage continuation program or insurance coverage.
3. An intentionally self-inflicted injury, including any attempted suicide, whether sane or insane.
4. Events incurred prior to the effective date of coverage.
5. “Active duty” in the armed forces of any nation or international governmental authority or units auxiliary thereto or the National Guard or similar government organizations.
6. Voluntarily taking drugs which federal law prohibits dispensing without a prescription, including sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless the drug is taken as prescribed or administered by a licensed physician.
7. Committing or attempting to commit a felony or any other criminal activity.
8. Participation in an illegal occupation or activity.
9. Failure to perform work in a satisfactory manner, including neglect of professional duties or responsibilities.


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**10.** Failure to observe employment policies, procedures, rules, regulations or standards specific to the insured person's role.
**11.** Engaging in behavior that threatens the safety of self, co-workers, students, the public or others.
**12.** Falsifying, misrepresenting or omitting information for the benefit of oneself or others.
**13.** Misuse or misrepresentation of one's position or authority.
**14.** Off-the-job conduct that would likely impair the trust of the public.
**15.** Mental or nervous disorders.
**16.** Job limitations due to pregnancy.
**17.** No benefits will be payable under this Policy for any loss, disability, "duty limitation", suspension, leave, or change in employment status that results from, is caused by, or is contributed to by mental health conditions, substance use, substance abuse, substance dependence, or behavioral health disorders when treatment, evaluation, or participation in a program is "self-initiated" by the insured person. Mental health conditions include, but are not limited to, stress-related conditions, anxiety, depression, post-traumatic stress disorder (PTSD), and similar diagnoses. Substance abuse includes the use, misuse, dependence upon, or addiction to alcohol, prescription medication, controlled substances, or illicit drugs

    This exclusion applies regardless of whether the insured person:

    **a.** Voluntarily seeks counseling, therapy, psychiatric care, inpatient or outpatient treatment, detoxification, rehabilitation, or participation in an employee assistance program (EAP);
    **b.** Self-refers to, enrolls in, or participates in any mental health or substance-abuse treatment program, including preventative, maintenance, or wellness-based programs;
    **c.** Is placed on restricted duty, modified duty, administrative status, or leave as a result of such self-initiated treatment; or
    **d.** Remains actively employed or continues to receive compensation during such period.
**18.** Criminal Conduct Limitation:
    **a.** Suspension during a pending matter: Benefit payments will be suspended and not payable for any period during which the insured person's incident, act, or omission underlying the "duty limitation" is alleged, charged, investigated, or otherwise pending as a possible violation of any criminal statute, criminal code, or penal law of the jurisdiction in which the insured person is employed. This provision applies regardless of whether such conduct also constitutes a violation of any agency policy, procedure, rule, or order, and whether or not formal charges have been filed at the time benefits would otherwise become payable for any period during which the insured person is incarcerated.
    **b.** Permanent upon finding of fault. No benefits will be payable, and suspended benefits will be forfeited, if the insured person is convicted of, pleads guilty or no contest to, or receives a sustained disciplinary or administrative finding of the conduct underlying the "duty limitation"..
    **c.** Payment when cleared. If the matter is resolved in the insured person's factor; including dismissal, withdrawal, declination to prosecute, acquittal, or any official employer determination that the "duty limitation" was not due to an "excluded activity", the previously suspended benefits will be paid as a "retroactive benefit" in accordance with **SECTION III – BENEFITS**, provided the insured person otherwise satisfied all requirements for benefits during the suspended period and submits satisfactory written documentation of the favorable resolution.

**SECTION III - BENEFITS**

While the insured person is on a "duty limitation" status, we will pay the monthly benefit amount, subject to the "elimination period" and the maximum benefit period, shown on the Certificate of Insurance. For a "duty limitation" of less than one full month, 1/30th of the benefit amount will be payable for each day under a "duty limitation" status

"Duty limitation**"** status ends when the:

**1.** Insured person's status changes to "active duty",
**2.** Insured person resigns or is terminated,
**3.** Insured person no longer qualifies under any "duty limitation**"** definition; or


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**4.** Maximum benefit period ends.

If you are on "duty limitation**"** for the same cause more than once, occurrences must be separated by at least 180 days or each period will be considered part of one continuous period of "duty limitation" subject to one maximum benefit period.

Only one "elimination period" will be required for recurring "duty limitation" periods more than 180 days apart as we will consider each period of "duty limitation" as separate. You will be required to satisfy a new "elimination period" before benefits will be paid. A new maximum benefit period will apply to each period of "duty limitation".
If the "duty limitation" independently results from more than one cause occurring at the same time, it will be considered the same "duty limitation". We will only pay benefits for one of two or more causes of concurrent "duty limitations".
The "duty limitation" benefit is not payable after your coverage terminates.

For any "duty limitation" where the stated reason in the written documentation from the employer indicates alleged criminal activity, we will not pay the benefit until final resolution of the "duty limitation", including all appeals, and it is determined by official employer documentation that the "duty limitation" was not due to an "excluded activity". This will result in a "retroactive benefit".

We will pay "duty limitation" and any "retroactive benefit" for the period during which benefits were suspended, provided that:

**1.** The insured person otherwise met all requirements for "duty limitation" benefits during such period;

**2.** The "duty limitation" did not arise from an "excluded activity" under the policy; and

**3.** The insured person submits satisfactory written documentation evidencing the dismissal, withdrawal, or favorable resolution of all criminal charges.

**SECTION IV – CONDITIONS**

**1. Assignment**

Your interest under this policy will not be assignable.

**2. Bankruptcy**

Bankruptcy or insolvency of you or of your estate will not relieve us of any of our obligations under this coverage.

**3. Cancellation And Nonrenewal/Reinstatement**

If we decide not to renew this insurance, we will mail or deliver to you written notice to your last known address not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

If we decide to cancel this policy, we will mail or deliver written notice to the Sponsoring Policyholder at the last known address not less than 10 days before the effective date of such cancellation if we cancel for nonpayment of premium. If we cancel for any other reason we will mail or deliver written notice to the Sponsoring Policyholder at the last known address not less than 30 days before the effective date of such cancellation.

This policy may be reinstated, if it has cancelled for nonpayment of premium if the premium due is paid before the effective date of cancellation, after which a new application will be required in addition to payment of the required premium. Upon the payment of a claim under this policy, any unpaid premium will be deducted from your benefit payment.

**4. Changes**

Notices to any agent, or knowledge possessed by any agent or by any other person will not affect a waiver, or change in part of this policy or stop us from asserting our right under the terms of this policy, nor will the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy signed by our authorized agent.

**5. Legal Action Against Us**


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You cannot take legal action against us 60 days before the date proof of loss is sent to us or after 3 years following the date proof of loss is due.

**6. Notice Of Claim**

The insured person must give us written notice of a claim within 60 days after a "duty limitation" begins, or as soon as reasonably possible.

The notice should include your name and the policy number, and the written documentation from the employer providing the "duty limitation" status change for the insured person and the reason for it.

When we receive the notice of a claim, we will send forms to the claimant providing us with proof of loss. The insured person can satisfy the proof of loss requirement if a written notice of the occurrence, character and nature of the loss is sent to us. This documentation must be sent to us in writing within 90 days after we request it or as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the insured person is legally incapacitated. We will notify the insured person in writing of the acceptance or rejection of the claim after we receive all items, statements and forms we require in order to secure final proof of loss. If the claim is accepted, confirmation of continued loss must be provided bi-weekly or as otherwise requested. If we reject the claim, the notice provided to the insured person will state the reasons the claim was rejected.

If the insured person dies, we will pay any benefit due according to the beneficiary designation in effect at the time of death or otherwise to the estate of the insured person.

**7. Premium**

We will compute all premiums for this coverage in accordance with our rules and rates. The initial premium for this policy is shown on the insured person's Certificate of Insurance. The premium is payable on the effective date shown on the Certificate of Insurance and the first day of each month thereafter.
We will give The Sponsoring Policyholder notice of any change at least 60 days before the premium due date on which it is to become effective.

**SECTION V - DEFINITIONS**

**1.** "Active duty" means the employment status of an Insured Person who is fully authorized and permitted by the employing agency to perform duties, exercise full authority, and participate without restriction in overtime, secondary employment, extra-duty assignments, special assignments, and other compensated duties for which the Insured Person is otherwise qualified.

**2.** "Administrative duty**"** means a duty status change where the insured person has not been relieved of their credentials, certification, or authority and is actively working at their employer in other capacities other than their primary job function. The insured person must remain employed by the federal, state, county, municipal, tribal, or public-school entity responsible for their role as an insured person.

**3.** "Administrative leave" means a duty status change where the insured person is on a paid leave of absence away from the insured person's primary place of employment and has not been relieved of their credentials, certification, or authority and is not allowed, or able, to work in any other capacities as an insured person. The insured person must remain employed by the federal, state, county, municipal, tribal, or public-school entity responsible for their role as an insured person.

**4.** "Duty limitation"" means a work or duty status change which results in disqualifying, restricting, or preventing the insured person from participation in any approved extra jobs, overtime, or any other form of compensation normally afforded the insured person. The duty status change must result from being placed on "administrative duty", "administrative leave" or "indefinite suspension", as evidenced by written documentation issued by the employer such as formal notice, memorandum, or personnel order, that explicitly describes the duty status change and the reason for it. The event that causes the change of duty status must occur after the effective date of the Certificate of Insurance for the insured person.

**5.** "Elimination period" means the number of consecutive days before benefits become payable. The "elimination period" begins on the date you are placed on a "duty limitation**"** status.

**6.** "Excluded activity" means all exclusions as shown in **SECTION II** – **EXCLUSIONS**.


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**7.** “Indefinite suspension” means a status where the insured person has been relieved of their credentials, certification, or authority and is not allowed to work in any capacity as an insured **p**erson. The insured person must officially appeal the suspension within 60 days and maintain access to administrative or civil judicial appeal rights afforded the insured person under federal statute, state statute, county or municipal ordinance, or a legal memorandum of understanding/binding labor contract.

**8.** “Retroactive benefit” means a payment made after the fact for benefits as provided by this policy during a benefit prior period less the elimination period satisfaction, where payment was previously delayed, withheld, suspended, or not payable at the time the period occurred. A retroactive payment:

**a.** Applies to a defined past period for which eligibility is later established or restored;

**b.** Is calculated based on the terms, rates, or benefit amounts that were in effect during the applicable prior period;

**c.** Does not create new or additional eligibility beyond what would have existed during the prior period; and

**d.** Is payable only upon satisfaction of all conditions required under the applicable policy, plan, or agreement.

**9.** “Self-initiated” means treatment or participation that is voluntarily requested or undertaken by the insured person without a written directive, mandate, or order from the employing agency, licensing authority, court, or governing body.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# SERVICE OF SUIT CLAUSE

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS IN THIS POLICY

We appoint the highest State official in charge of insurance affairs (Commissioner of Insurance, Director of Insurance, Insurance Commissioner, Executive Secretary, Superintendent of Insurance, or such other official title as designated by the State) of the State of Nevada and his successor or successors in office as his and their duly authorized deputies, as our true and lawful attorney in and for the aforesaid State, upon whom all lawful process may be served in any action, suit or proceeding instituted in the said State by or on behalf of any insured or beneficiary against us, arising out of this insurance policy, provided a copy of any process, suit complaint or summons is sent by certified or registered mail to:

Evan Kasowitz
United National Insurance Company
Three Bala Plaza East
Suite 300
Bala Cynwyd, PA 19004