

COMMERCIAL LINES POLICY - COMMON POLICY DECLARATIONS
NAUTILUS INSURANCE COMPANY

Scottsdale, Arizona

Transaction Type: Renewal
Renewal of Policy # NN1505226
Rewrite of Policy # _____
Cross Ref. Policy # _____
NIC Quote # _____

Policy No. NN1648234

Inspection Ordered:
 Yes No

NH Tax ID # 0408449
The company issuing this policy has not been licensed by the state of New Hampshire and the rates charged have not been approved by the commissioner of insurance. If the company issuing this policy becomes insolvent, the New Hampshire Insurance Guaranty fund shall not be liable for any claims made against the policy.

Named Insured and Mailing Address

(No., Street, Town or City, County, State, Zip Code)
Harbor at Whitten and Dustin Condominium Association

PO Box 1155
Burlington MA 01803

Agent and Mailing Address Agency No. 200600
(No., Street, Town or City, County, State, Zip Code)

QUAKER SPECIAL RISK
120 Front Street
Suite 510
Worcester MA 01608

Policy

NO FLAT CANCELLATION

Period: From 02/01/2024 to 02/01/2025 at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: Condominium Association

Tax State NH

Form of Business: Organization Including Corporation

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

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

PREMIUM

Commercial General Liability Coverage Part	\$	2,280.00
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Tax & Fee Schedule		TOTAL ADVANCE PREMIUM
Policy Fee	\$ 100.00	\$ 2,280.00
Surplus Lines Tax	68.40	Minimum & Deposit
		TOTAL TAXES & FEES
		\$ 168.40
		TOTAL
		\$ 2,448.40

Form(s) and Endorsement(s) made a part of this policy at time of issue:
Refer to Schedule of Forms and Endorsements.

0408449

Countersigned: Worcester, MA
02/09/2024 OIP
MA

By *Kevin Trancoscombe*
Countersignature or Authorized Representative, whichever is applicable

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Nautilus Insurance Company®

An Arizona Stock Corporation

COMMERCIAL LINES POLICY

THIS POLICY IS NOT OBTAINED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

THIS POLICY CONSISTS OF:

- Declarations;
- Common Policy Conditions; and
- One or more Coverage Parts. A Coverage Part consists of:
 - One or more Coverage Forms; and
 - Applicable Forms and Endorsements.

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.



W. Robert Berkley, Jr.
President



Philip S. Welt
Secretary

Administrative Office: 7233 East Butherus Drive, Scottsdale, Arizona 85260 (480) 509-6627

Policy Issuing Office: 7233 East Butherus Drive, Scottsdale, Arizona 85260 (480) 951-0905

POLICY NUMBER: NN1648234

Named Insured: Harbor at Whitten and Dustin Condominium Assoc

SCHEDULE OF FORMS AND ENDORSEMENTS

COMMON POLICY

E001	(02/14)	Nautilus Insurance Company Common Policy
		Declarations
E001J	(07/20)	Nautilus Insurance Company Commercial Lines
		Policy Jacket
IL0017	(11/98)	Common Policy Conditions
E609	(09/21)	Economic or Trade Sanctions Endorsement
E915	(09/21)	U.S. Treasury Department's Office of Foreign
		Assets Control (OFAC) Advisory Notice to
		Policyholders
E906	(02/21)	Service of Suit
S013	(07/09)	Minimum Earned Premium Endorsement
E919	(01/23)	Privacy Notice

COMMERCIAL GENERAL LIABILITY

S150	(06/23)	Commercial General Liability Coverage Part
		Declarations
S170	(06/23)	Commercial General Liability Coverage Part
		Declarations Extension
CG0001	(04/13)	Commercial General Liability Coverage Form
		(Occurrence Version)
CG2147	(12/07)	Employment-Related Practices Exclusion
CG2173	(01/15)	Exclusion of Certified Acts of Terrorism
CG2196	(03/05)	Silica or Silica-Related Dust Exclusion
IL0021	(09/08)	Nuclear Energy Liability Exclusion
		Endorsement (Broad Form)
L102	(02/23)	Animal-Related Limited Liability Coverage
L210	(12/19)	Exclusion - All Assault or Battery
L216	(04/16)	Amendment of Definitions - Insured Contract
		(Limited Form)
L217	(06/17)	Exclusion - Punitive or Exemplary Damages
L223	(03/23)	Total Exclusion - Pollution
L238	(02/23)	Exclusion - Toxic Metals
L241	(07/09)	Exclusion - Microorganisms, Biological
		Organisms, Bioaerosols or Organic
		Contaminants
L318	(04/19)	Exclusion - Events
L343	(06/20)	Exclusion - Unmanned Aircraft, Other Than
		Unmanned Aircraft, Auto or Watercraft
		(Limited)
L380	(03/22)	Exclusion - Cyber Incident
L378	(02/21)	Exclusion - Swimming Pools
L369	(09/21)	Exclusion - Communicable or Infectious
		Disease
L408	(03/12)	Changes - Civil Union Or Domestic Partnership
L601	(11/20)	Amendment of Conditions - Premium Audit
L501	(12/22)	Exclusion - Perfluoroalkyl and
		Polyfluoroalkyl Substances (PFAS)
L502	(04/23)	Exclusion - Biometric Information

The forms and endorsements shown on this Schedule constitute the entire policy at the time of issuance.

Andre

POLICY NUMBER: NN1648234

Named Insured: Harbor at Whitten and Dustin Condominium Assoc

SCHEDULE OF FORMS AND ENDORSEMENTS

S095	(07/09)	Exclusion - Water-Related Recreational Equipment (Designated Water-Related Recreational Equipment Excepted)
L819	(07/19)	Additional Insured - Condominium Owners' Association Members
L850	(05/09)	Deductible Liability Insurance (Including Allocated Loss Adjustment Expense)
S033	(02/16)	Exclusion - Cross Suits
S038	(04/16)	Amendment of Liquor Liability Exclusion
S071	(04/99)	Exclusion - Directors and Officers Liability
S261	(07/09)	Exclusion - Asbestos

The forms and endorsements shown on this Schedule constitute the entire policy at the time of issuance.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC OR TRADE SANCTIONS ENDORSEMENT

No insurer shall be deemed to provide cover and no insurer shall be liable to defend any claim, pay any claim or provide any benefit under this policy to the extent that the provision of such cover, defense, payment or benefit would expose that insurer to any sanction, prohibition or restriction under any economic or trade sanctions laws or regulations of the United States of America, Canada, United Kingdom or European Union. Affected policy provisions also include, but are not limited to, those relating to cancellation, nonrenewal, premium or payments.

Economic or trade sanctions laws or regulations shall include, but not be limited to, those laws or regulations administered and enforced by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC").

All other terms and conditions remain unchanged.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE TO POLICYHOLDERS

PLEASE READ THIS NOTICE CAREFULLY.

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to economic or trade sanctions laws or regulations of the United States of America that are administered and enforced by the Office of Foreign Assets Control ("OFAC").

OFAC administers and enforces sanctions policy under federal law and/or Presidential declarations of national emergency. Based on economic and trade sanctions laws and regulations of the United States, Canada, United Kingdom, European Union, and other governments, OFAC maintains and publishes a list of foreign governments and agents, front organizations, terrorists, terrorist organizations and narcotics traffickers as Specially Designated Nationals. This list can be located on the United States Treasury's web site: <http://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply, including payments of policy benefits to third parties.

SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other Officer specified for that purpose in the Statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the below named as the person to whom the said Officer is authorized to mail such process or a true copy thereof.

It is further agreed that service of process in such suit may be made upon John Briggs, or his nominee of the Company at 7233 East Butherus Drive, Scottsdale, Arizona 85260, and that in any suit instituted against the Company upon this policy, it will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. Nothing herein shall constitute a selection or designation of forum, or a waiver of any of the Company's rights to select a forum or court, including any of the federal courts of the United States. This includes any right to commence an action in or remove or transfer an action to the United States District Court or any other court of competent jurisdiction, as permitted by law.

POLICY NUMBER: NN1648234

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

If this policy is cancelled at your request, there will be a minimum earned premium retained by us of \$ _____ or 25 % of the premium for this insurance, whichever is greater.

Non-payment of premium is considered a request by the first Named Insured for cancellation of this policy.

If a policy fee, inspection fee or expense constant is applicable to this policy, they will be fully earned and no refund will be made.

All other terms and conditions of this policy remain unchanged.

PRIVACY NOTICE

W. R. Berkley Corporation Notice of Privacy Policies

For additional information about our Privacy Policies and how we collect, use, and share personal information, and to make a consumer request, please see our online Privacy Policy at: <https://www.berkley.com/privacy>.

If you would like to receive a paper copy of this Notice and/or our Privacy Policies, please contact us at either nic_regulatory@nautilus-ins.com or 480-509-6627.

Notice of Personal Information Collected (Pursuant to the California Consumer Privacy Act, as revised by the California Privacy Rights Act (collectively, the CCPA))

This notice applies only to information received and collected by W. R. Berkley Corporation ("Berkley") from residents of the state of California. Berkley's insurance business is conducted through more than 50 operating units that underwrite on behalf of the various insurance company subsidiaries. Most operating units are not legal entities.

In this notice, when we refer to "we", "us", "our" or "operating unit(s)" it means one or more of Berkley and/or its operating units and insurance company subsidiaries.

When we refer to "you" or "your" in this notice, we mean a resident of the state of California who is a potential customer, customer, contractor, claimant or other person related to an insurance policy or claim, and whose personal information we may collect. More information about W. R. Berkley Corporation operating unit subsidiaries can be found on <https://www.berkley.com/businesses>.

Below is a table showing the categories of personal information that we may collect in the course of performing insurance services and how it is used. Not every operating unit collects every category of personal information or uses it in all the ways listed below.

For additional information about how we collect, use, and share and disclose personal information about California consumers' rights under the CCPA, and to make a consumer request, please see our California Consumer Privacy Policy at: <https://www.berkley.com/privacy#californiaCollectionAtNotice>.

[continued on next page]

Personal Information Category	How it is Used
<p style="text-align: center;">Identifiers</p> <p>(such as real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security #, driver's license #, passport #, or other similar identifiers.)</p> <p>Any categories of personal information described in subdivision (e) of Section 1798.80 of the California Civil Code</p> <p>(such as signature, telephone #, insurance policy #, bank account number, credit card number, etc.)</p> <p>Other Sensitive Information under California Law (Examples: physical description, financial information, medical information, etc.)</p> <p>Characteristics of protected classifications under California or federal law (Examples: race, sex, color, religion, national origin, marital status, etc.)</p> <p>Biometric information (Examples: fingerprints, keystroke patterns, gait patterns, sleep/health data, etc.)</p> <p>Geolocation Data (Information to identify physical location)</p> <p>Audio, electronic, visual, thermal, olfactory, or similar information (Examples: audio and video recordings)</p> <p>Professional or employment-related information (Examples: job history, education history, etc.)</p> <p>Education information (information not publicly available as defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g; 34 C.F.R. Part 99))</p>	<p>To perform insurance services for policyholders/beneficiaries/claimants; maintain and improve quality of services; security; prevent fraud and improper use; internal research; identify and repair errors; comply with laws and regulations.</p>
<p>Commercial information (Examples: records of personal property, products, and services purchased or obtained, etc.)</p>	<p>To perform insurance services for policyholders/beneficiaries/claimants; security; prevent fraud and improper use; internal research; collections; comply with laws and regulations.</p>
<p>Internet or other electronic network activity information (Examples: browsing/search history, visitor's interaction with a website, etc.)</p>	<p>To perform insurance services for policyholders/beneficiaries/claimants; maintain and improve quality of services; security; prevent fraud and improper use; internal research; identify and repair errors; comply with laws and regulations.</p>
<p>Inferences drawn from any of the other information identified in this subdivision (use of any of the above categories to create a profile about a consumer)</p>	<p>To perform insurance services for policyholders/beneficiaries/claimants; maintain and improve quality of services; security; prevent fraud and improper use; internal research; identify and repair errors; comply with laws and regulations.</p>

This notice was updated on January 1, 2023

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: NN1648234

Extension of Declarations is attached.

Effective Date: 02/01/2024 12:01 A.M. Standard Time

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products/Completed Operations)	\$ 2,000,000
Products/Completed Operations Aggregate Limit	\$ Included
Personal and Advertising Injury Limit	\$ 2,000,000 Any One Person Or Organization
Each Occurrence Limit	\$ 2,000,000
Damage To Premises Rented To You Limit	\$ 100,000 Any One Premises
Medical Expense Limit	\$ 5,000 Any One Person

BUSINESS DESCRIPTION AND LOCATION OF PREMISES

BUSINESS DESCRIPTION: Condominium Association

LOCATION OF ALL PREMISES YOU OWN, RENT, OR OCCUPY: Location address is same as mailing address.

1 5 Dustin Avenue, Units 1-6, Hampton, NH 03842

2 7 Dustin Avenue, Units 7-12, Hampton, NH 03842

3 6 Whitten Road, Units 13-16, Hampton, NH 03842

Any additional locations will be shown on **S170**, Commercial General Liability Coverage Part Declarations Extension.

CLASSIFICATION AND PREMIUM

LOC #	CODE #	CLASSIFICATION	*	PREMIUM BASIS	RATE		ADVANCE PREMIUM
					Prem/Ops	Prod/Comp Ops	
1	62003	Condominiums-residential (association risk only) Common Area Only	u+	6	47.519	Included	285 Included
2	62003	Condominiums-residential (association risk only) Common Area Only	u+	6	47.519	Included	285 Included
3	62003	Condominiums-residential (association risk only) Common Area Only	u+	4	47.519	Included	190 Included
4	62003	Condominiums-residential (association risk only) Common Area Only	u+	4	47.519	Included	190 Included

*** PREMIUM BASIS SYMBOLS + = Products/Completed Operations are subject to the General Aggregate Limit**

a = Area (per 1,000 sq. ft. of area)	o = Total Operating Expenditures (per \$1,000 Total Operating Expenditures)	s = Gross Sales (per \$1,000 of Gross Sales)
c = Total Cost (per \$1,000 of Total Cost)	t = See Classification	
m = Admissions (per 1,000 Admissions)	p = Payroll (per \$1,000 of Payroll)	u = Units (per unit)

PREMIUM FOR THIS COVERAGE PART \$ 2,280

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:
Refer to Schedule of Forms and Endorsements

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

