

SERFF Tracking Number: WESA-125749131 State: Arkansas
Filing Company: United States Liability Insurance Company State Tracking Number: #30173 \$50
Company Tracking Number: PROF-TK-PPP-08-38
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP
Liability
Product Name: Technology Professional Package Product
Project Name/Number: Submission of revised L-488 endorsement/PROF-TK-PPP-08-38

Filing at a Glance

Company: United States Liability Insurance Company

Product Name: Technology Professional SERFF Tr Num: WESA-125749131 State: Arkansas

Package Product

TOI: 05.0 Commercial Multi-Peril - Liability & SERFF Status: Closed State Tr Num: #30173 \$50
Non-Liability

Sub-TOI: 05.0007 Other CMP Co Tr Num: PROF-TK-PPP-08-38 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Llyweyia Rawlins

Authors: Westmont Associates, Disposition Date: 07/30/2008
Wesley Pohler

Date Submitted: 07/29/2008 Disposition Status: Approved

Effective Date Requested (New): On Approval Effective Date (New): 07/30/2008

Effective Date Requested (Renewal): On Approval Effective Date (Renewal):
07/30/2008

State Filing Description:

General Information

Project Name: Submission of revised L-488 endorsement

Project Number: PROF-TK-PPP-08-38

Reference Organization: None

Reference Title: None

Filing Status Changed: 07/30/2008

State Status Changed: 07/30/2008

Corresponding Filing Tracking Number:

Filing Description:

Enclosed you will find the Company's Technology Professional Package Product form revision submission. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

Status of Filing in Domicile: Pending

Domicile Status Comments: Pending in PA

Reference Number: None

Advisory Org. Circular: None

Deemer Date:

The Company is filing a revised and updated version of its Non-Owned And/Or Hired Auto Liability Endorsement L-488.

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The attached (07-08) version of the form is being submitted to replace the currently filed and approved (06/01) version. For your review, we have included a side-by-side comparison of the new and previous versions of the forms. The Company is revising the form to more clearly reflect its intent as well as to provide a uniformly updated endorsement for the applicable products that will utilize this form. Please be advised that there is no rating impact associated with this submission.

Your approval and/or acknowledgement of this submission is respectfully requested, with the earliest permissible effective date. Thank you for your attention regarding this matter.

Company and Contact

Filing Contact Information

(This filing was made by a third party - westmontassociatesinc)

Wesley Pohler, AVP wes@westmontlaw.com
25 Chestnut Street (856) 216-0220 [Phone]
Haddonfield, NJ 08033 (856) 216-0303[FAX]

Filing Company Information

United States Liability Insurance Company CoCode: 25895 State of Domicile: Pennsylvania
25 Chestnut Street Group Code: 31 Company Type: Property and
Casualty

Suite 105
Haddonfield, NJ 08033 Group Name: State ID Number:
(856) 216-0220 ext. [Phone] FEIN Number: 23-1383313

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: AR filing fee.
Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United States Liability Insurance Company	\$0.00	07/29/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
30173	\$50.00	07/28/2008

SERFF Tracking Number: WESA-125749131 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	07/30/2008	07/30/2008

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Disposition

Disposition Date: 07/30/2008

Effective Date (New): 07/30/2008

Effective Date (Renewal): 07/30/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125749131 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Letter of Authorization	Approved	Yes
Supporting Document	Side by Side Comparison	Approved	Yes
Supporting Document	USLI COVER	Approved	Yes
Form	Non-Owned And/Or Hired Auto Liability	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Non-Owned And/Or Hired Auto Liability	L 488	07 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 L-488 (6/01) Previous Filing #:		L 488 (07-08) NOHC.pdf

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NON-OWNED AND/OR HIRED AUTO LIABILITY

If shown in the Declarations or Supplemental Declarations page, coverage for Non-Owned and/or Hired Auto Liability is provided subject to the following:

A. NON-OWNED AND/OR HIRED AUTO LIABILITY

Under this endorsement, the insurance provided under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to “bodily injury” or “property damage” arising out of:

1. The use of a “non-owned auto” in the course of your business by any person other than you; and/or
2. The maintenance or use of a “hired auto” in the course of your business by you or your “employees” assumed in a contract or agreement that is an “insured contract” provided the “Bodily Injury” or “Property Damage” occurs subsequent to the execution of the contract or agreement.

B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. Subparagraphs **b., c., g., h., j., k., l., m.** and **n.** of paragraph **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** do not apply.
2. The following exclusions are added to paragraph **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

- (1) “Property damage” to:
 - (a) Property owned or being transported by, or rented or loaned to the insured; or
 - (b) Property in the care, custody or control of the insured.
- (2) “Bodily injury” or “property damage” arising out of any delivery of goods or products, whether or not a charge is made for such delivery.
- (3) Any “claim” for Uninsured Motorists or Underinsured Motorists coverage, Personal Injury Protection, Property Protection or similar no-fault coverage by whatever name called.

- C.** For the purposes of this endorsement only, **SECTION II – WHO IS AN INSURED 1., 2., 3., and 4.** are removed and replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. With respect to a “non-owned auto”, any partner or “executive officer” of yours, but only while such “non-owned auto” is being used in the course of your business;

3. Any other person using a “hired auto” with your permission; and
4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs **1.**, **2.** or **3.** above

None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to “bodily injury” to any co-“employee” of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-“employee” as a consequence of such “bodily injury”, or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- b. Any partner or “executive officer” with respect to any “auto” owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in performing duties related to the conduct of an “auto business”, other than an “auto business” you operate;
- d. (1) The owner or lessee (of whom you are a sub lessee) of a “hired auto”; or
(2) The owner of a “non-owned auto”, including your employee if the “non-owned auto” is owned by that employee or a member of his or her household; or
(3) Any agent or “employee” of any such owner or lessee;
- e. Any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. For the purposes of this endorsement only, **SECTION V – DEFINITIONS** is amended as follows:

1. The definition of “employee” is replaced by the following:
“Employee” means any person employed, supervised or directed by you, whether or not compensated, including volunteers.
2. The following is added to the definitions of “insured contract”:
“Insured contract” also means that part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your “employees”, of any “auto”. However, such contract or agreement shall not be considered an “insured contract” to the extent that it obligates you or any “employees” to pay for “property damage” to any “auto” rented or leased by you or any of your “employees”.

But an “insured contract” does not include that part of any contract or agreement:

- a. That pertains to the loan, lease or rental of an “auto” to you or any of your “employees”, if the “auto” is loaned, leased or rented with a driver; or
 - b. That holds a person or organization engaged in the business of transporting property by “auto” for hire harmless for your use of a covered “auto” over a route or territory that person or organization is authorized to serve by public authority.
3. The following definitions are added:

“Auto business” means the business or occupation of selling, repairing, servicing, storing or parking “autos”.

“Hired auto” means any “auto” you lease, hire, rent or borrow. This does not include any “auto” you lease for a period of more than thirty (30) consecutive days nor does it include any “auto” you lease, hire, rent or borrow from any of your “employees”, your partner or your “executive officers” or members of their household.

“Non-owned auto” means any “auto” you do not own, lease, hire, rent or borrow which is used in connection with your business. However, if you are a partnership, a “non-owned auto” does not include any “auto” owned by any partner.

E. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance:

This insurance is excess over:

Any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, for any “hired auto” or “non-owned auto”.

F. SECTION III – LIMITS OF INSURANCE with respect to the insurance provided by this endorsement is amended as follows:

The Limits of Insurance shown in the Declarations or Supplemental Declarations fix the most we will pay for Non-Owned and/or Hired Auto Liability regardless of the number of:

- a. Insureds;
- b. Claims made or “suits” brought; or
- c. Persons or organizations making claims or bringing “suits”.

The Non-Owned and/or Hired Auto Liability Aggregate Limit shown in the Declarations or Supplemental Declarations is the most we will pay for Non-Owned and/or Hired Auto Liability coverage and is included in and is part of the General Aggregate Limit.

If the Limits of Insurance are not shown, the Limits of Insurance will be equal to the each occurrence limit for general liability applicable to this policy at the time of the loss.

G. SECTION III – LIMITS OF INSURANCE; item 2. is deleted in its entirety and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
 - c. Damages under Coverage B; and
 - d. Damages under coverage for Non-Owned and/or Hired Auto Liability.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 07/30/2008

Comments:

Attachment:

AR NAIC.pdf

Satisfied -Name: Letter of Authorization **Review Status:** Approved 07/30/2008

Comments:

Attached is the Letter of Authorization

Attachment:

Westmont Authorization Letter.pdf

Satisfied -Name: Side by Side Comparison **Review Status:** Approved 07/30/2008

Comments:

Attached is the side by side comparison.

Attachment:

L 488 (07-08) vs (06-01).pdf

Satisfied -Name: USLI COVER **Review Status:** Approved 07/30/2008

Comments:

Attached is the USLI Cover letter.

Attachment:

TK Letter.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
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3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

5. Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #:
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

PC TD-1 pg 2 of 2

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
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Rate Increase
 Rate Decrease
 Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
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4a.	Rate Change by Company (As Proposed)						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5. Overall Rate Information (Complete for Multiple Company Filings only)			
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		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
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7.	Effective Date of last rate revision	
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8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	



UNITED STATES LIABILITY INSURANCE GROUP

A BERKSHIRE HATHAWAY COMPANY

190 South Warner Road, P.O. Box 6700, Wayne, PA 19087-4391
610.688.2535 888.523.5545 Fax 610.688.4391

1/7/2008

RE: United States Liability Ins Company: NAIC #0031-25895 FEIN#23-1383313
Mount Vernon Fire Insurance Company NAIC #0031-26522 FEIN#23-1575334
U.S. Underwriters Insurance Company NAIC #0031-35416 FEIN#23-2049904

Dear Sir or Madam,

In accordance with the applicable statutes and regulations of your state, Nancy Stepanski and Westmont Associates, Inc. is hereby authorized to file form, rate and rule filings on behalf of the above captioned companies.

Sincerely,

Mark Miller
State Filings Manager
United States Liability Insurance Group
190 South Warner Road
Wayne, PA 19087-2191

1.888.523.5545 X586
Fax: 610.688.4391
mmiller@usli.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AND NON-OWNED AUTO LIABILITY UNITED STATES LIABILITY INSURANCE
GROUP
WAYNE, PENNSYLVANIA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PARTFORM

SCHEDULE

<u>COVERAGE</u>		<u>LIMIT OF INSURANCE</u>
—Hired Auto and Non-Owned Auto Liability	X	\$1,000,000 Each Occurrence
—Non-Owned Auto Liability		\$1,000,000 Aggregate

INDICATE APPLICABLE COVERAGE WITH XNON-OWNED AND/OR HIRED AUTO LIABILITY

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations or Supplemental Declarations page, coverage for Non-Owned and/or Hired Auto Liability is provided subject to the following:
-Schedule

<u>Coverage</u>	<u>Limits of Insurance</u>
<input checked="" type="checkbox"/> <u>Non-Owned Automobile Liability</u>	<u>\$1,000,000 Total Limit</u>
<input checked="" type="checkbox"/> <u>Hired Automobile Liability</u>	

as applicable to this endorsement.)

- If the Coverage is not shown in this Schedule, it will be shown on the Declaration page
- If not shown in this Schedule, the Limits of Insurance will be equal to the Per Occurrence limit for General Liability applicable to this policy at the time of the loss

A. HIRED OR NON-OWNEDNON-OWNED AND/OR HIRED AUTO LIABILITY

If indicated in the schedule above, Under this endorsement, the insurance provided under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND AND PROPERTY DAMAGE LIABILITY (Section I – Coverages)** applies to “bodily injury” or “property damage” arising out of:

1. The use of a “non-owned auto” in the course of your business by any person other than you; and/or
2. The maintenance or use of a “hired auto” in the course of your business by you or your “employees” in the course of your business; or assumed in a contract or agreement that is an “insured contract” provided the “Bodily Injury” or “Property Damage” occurs subsequent to the execution of the contract or agreement.
- ~~2. The use of a “non-owned auto” by any person other than you in the course of your business.~~

B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

- Subparagraphs ~~b, c, e, g, h, j, k, l, m and n~~, **b., c., g., h., j., k., l., m. and n.** of paragraph 2., **Exclusions of SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages)** do not apply.

2. ~~2.~~—The following exclusions are added to paragraph 2. **Exclusions of SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (~~Section I – Coverages~~):

a. “Bodily injury” to:

(1) ~~An “employee” of the insured arising out of and in the course of:~~

—(a) ~~Employment by the insured; or~~

—(b) ~~Performing duties related to the conduct of the insured’s business; or~~

(2) ~~The spouse, child, parent, brother or sister of that “employee” as a consequence of paragraph (1) above. This exclusion applies:~~

(1) ~~Whether the insured may be liable as an employer or in any other capacity; and~~

(2) ~~To any obligation to share damages with or repay someone else who must pay the damages because of the injury.~~

This ~~exclusion~~insurance does not apply to:

(1) ~~Liability assumed by the insured under an “insured contract”; or~~

(2) ~~“Bodily injury” to domestic “employees” not entitled to workers’ compensation benefits.~~

(1) ~~b.~~—“Property damage” to:

(a) ~~(1)~~Property owned or being transported by, or rented or loaned to the insured; or

(b) Property in the care, custody or control of the insured.

3. ~~This insurance does not apply: If you regularly deliver the goods or products which you are in the business of selling, Coverage A “Bodily Injury” and “Property Damage” arising out of the delivery of those goods or products.~~

(2) ~~4.~~—This insurance does not apply: If you deliver any goods or products for a charge, “Bodily Injury” and “Property Damage” arising out of the delivery of those goods or products. “Bodily injury” or “property damage” arising out of any delivery of goods or products, whether or not a charge is made for such delivery.

(3) ~~Any “claim” for Uninsured Motorists or Underinsured Motorists coverage, Personal Injury Protection, Property Protection or similar no-fault coverage by whatever name called.~~

C. For the purposes of this endorsement only, **SECTION II – WHO IS AN INSURED** (~~Section II~~) is 1., 2., 3., and 4. are removed and replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. ~~You.~~You;

2. ~~Any other person using “hired auto” with your permission.~~

~~3.2.~~ With respect to a “non-owned auto”, any person~~partner~~ or “executive officer” of yours, but only while such ~~“non-owned”~~“non-owned” auto” is being used in ~~your business~~the course of your business;

~~4.—Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs 1., 2. or 3. above.~~

None of the following is an insured:

- ~~1.—Any person engaged in the business of his or her employer with respect to “bodily injury” to any co-“employee” of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-“employee” as a consequence of such “bodily injury”, or for any obligation to share damages with or repay someone else who must pay damages because of the injury;~~
- ~~2.—Any partner or “executive officer” with respect to any “auto” owned by such partner or officer or a member of his or her household;~~
- ~~3.—Any person while employed in or otherwise engaged in performing duties related to the conduct of an “auto business”, other than an “auto business” you operate;~~
- ~~4.—a.—The owner or lessee (of whom you are a sublessee) of a “hired auto”;~~
~~b.—The owner of a “non-owned auto”, including your employee if the “non-owned auto” is owned by that employee or a member of his or her household; or~~
~~c.—Any agent or “employee” of any such owner or lessee;~~
- ~~5.—Any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.~~

~~D.—For the purposes of this endorsement only, DEFINITIONS (Section V) is amended as follows:~~

- ~~1.—The definition of “employee” is replaced by the following:
“Employee” means any person employed, supervised or directed by you, whether or not compensated, including volunteers.~~
- ~~2.—The following is added to the definitions of “insured contract”:
“Insured contract” means:
g.—That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your “employees”, of any “auto”. However, such contract or agreement shall not be considered an “insured contract” to the extent that it obligates you or any “employees” to pay for “property damage” to any “auto” rented or leased by you or any of your “employees”.
But an “insured contract” does not include that part of any contract or agreement:
(1) That pertains to the loan, lease or rental of an “auto” to you or any of your “employees”, if the “auto” is loaned, leased or rented with a driver; or
(2) That holds a person or organization engaged in the business of transporting property by “auto” for hire harmless for your use of a covered “auto” over a route or territory that person or organization is authorized to serve by public authority.~~
- ~~3.—The following definitions are added:
22. “Auto business” means the business or occupation of selling, repairing, servicing, storing or parking “autos”.
23. “Hired auto” means any “auto” you lease, hire, rent or borrow. This does not include any “auto” you lease for a period of more than 30 consecutive days nor does it include any “auto” you lease, hire, rent or borrow from any of your “employees”, your partner or your “executive officers” or members of their household.
24. “Non-owned auto” means any “auto” you do not own, lease, hire, rent or borrow which is used in connection with your business. However, if you are a partnership, a “Non-owned Auto” does not include any “auto” owned by any partner.~~

~~E. The following is added to paragraph b. of COMMERCIAL General LIABILITY CONDITION (Section IV) 4.~~

~~Other Insurance:~~

~~This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, for any "hired auto" or "non-owned auto".~~

- ~~3. Any other person using a "hired auto" with your permission; and~~
- ~~4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs 1., 2. or 3. above~~

~~None of the following is an insured:~~

- ~~a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;~~
- ~~b. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;~~
- ~~c. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;~~
- ~~d. (1) The owner or lessee (of whom you are a sublessee/sub lessee) of a "hired auto"; or
(2) The owner of a "non-owned auto", including your employee if the "non-owned auto" is owned by that employee or a member of his or her household; or
(3) Any agent or "employee" of any such owner or lessee;~~
- ~~e. Any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.~~

~~D. For the purposes of this endorsement only, SECTION V – DEFINITIONS is amended as follows:~~

- ~~1. The definition of "employee" is replaced by the following:
"Employee" means any person employed, supervised or directed by you, whether or not compensated, including volunteers.~~
- ~~2. The following is added to the definitions of "insured contract":
"Insured contract" also means that part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".~~

~~But an "insured contract" does not include that part of any contract or agreement:~~

- ~~a. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or~~

b. That holds a person or organization engaged in the business of transporting property by “auto” for hire harmless for your use of a covered “auto” over a route or territory that person or organization is authorized to serve by public authority.

3. The following definitions are added:

“Auto business” means the business or occupation of selling, repairing, servicing, storing or parking “autos”.

“Hired auto” means any “auto” you lease, hire, rent or borrow. This does not include any “auto” you lease for a period of more than thirty (30) consecutive days nor does it include any “auto” you lease, hire, rent or borrow from any of your “employees”, your partner or your “executive officers” or members of their household.

“Non-owned auto” means any “auto” you do not own, lease, hire, rent or borrow which is used in connection with your business. However, if you are a partnership, a “non-owned auto” does not include any “auto” owned by any partner.

E. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance:**

This insurance is excess over:

Any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, for any “hired auto” or “non-owned auto”.

F. SECTION III – LIMITS OF INSURANCE with respect to the insurance provided by this endorsement is amended as follows:

The Limits of Insurance shown in the Declarations or Supplemental Declarations fix the most we will pay for Non-Owned and/or Hired Auto Liability regardless of the number of:

- a. Insureds;
- b. Claims made or “suits” brought; or
- c. Persons or organizations making claims or bringing “suits”.

The Non-Owned and/or Hired Auto Liability Aggregate Limit shown in the Declarations or Supplemental Declarations is the most we will pay for Non-Owned and/or Hired Auto Liability coverage and is included in and is part of the General Aggregate Limit.

If the Limits of Insurance are not shown, the Limits of Insurance will be equal to the each occurrence limit for general liability applicable to this policy at the time of the loss.

G. SECTION III – LIMITS OF INSURANCE; item **2.** is deleted in its entirety and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;

- c. Damages under Coverage **B**; and
- d. Damages under coverage for Non-Owned and/or Hired Auto Liability.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.



**WESTMONT
ASSOCIATES, INC.**

July 28, 2008

Commissioner of Insurance
Department of Insurance
Property and Casualty Division
Form Review Section

Attn: Property and Casualty Division

Re: **United States Liability Insurance Company/NAIC#25895
Technology Professional Package Product
Form Revision Submission
Company Filing Number: PROF-TK-PPP-08-38
Effective Date: Upon earliest possible approval**

To Whom It May Concern:

Enclosed you will find the Company's Technology Professional Package Product form revision submission. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing a revised and updated version of its Non-Owned And/Or Hired Auto Liability Endorsement L-488. The attached (07-08) version of the form is being submitted to replace the currently filed and approved (06/01) version. For your review, we have included a side-by-side comparison of the new and previous versions of the forms. The Company is revising the form to more clearly reflect its intent as well as to provide a uniformly updated endorsement for the applicable products that will utilize this form. Please be advised that there is no rating impact associated with this submission.

Your approval and/or acknowledgement of this submission is respectfully requested, with the earliest permissible effective date. Thank you for your attention regarding this matter.

Respectfully Submitted,

Wesley Pohler

Wesley Pohler
Assistant Vice President
wes@westmontlaw.com

Enclosures

Cc: M. Miller