

SERFF Tracking Number: WESA-125991118 State: Arkansas  
Filing Company: United States Liability Insurance Company State Tracking Number: #? \$50  
Company Tracking Number: NP-SSO-09-02  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners  
Liability  
Product Name: Non-Profit Businessowners Product  
Project Name/Number: Submission of two new endorsements for Non-Profit Businessowners Product/NP-SSO-09-02

## Filing at a Glance

Company: United States Liability Insurance Company

Product Name: Non-Profit Businessowners SERFF Tr Num: WESA-125991118 State: Arkansas

Product

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

Sub-TOI: 05.0002 Businessowners Co Tr Num: NP-SSO-09-02 State Status: Fees verified  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi,  
Llyweyia Rawlins

Author: Westmont Associates Disposition Date: 01/16/2009

Date Submitted: 01/15/2009 Disposition Status: Approved

Effective Date Requested (New): 03/01/2009

Effective Date (New): 03/01/2009

Effective Date Requested (Renewal): 03/01/2009

Effective Date (Renewal):  
03/01/2009

State Filing Description:

## General Information

Project Name: Submission of two new endorsements for Non-Profit  
Businessowners Product

Status of Filing in Domicile: Pending

Project Number: NP-SSO-09-02

Domicile Status Comments: Submitted in PA

Reference Organization: None

Reference Number: None

Reference Title: None

Advisory Org. Circular: None

Filing Status Changed: 01/16/2009

State Status Changed: 01/16/2009

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Enclosed you will find the Company's Non-Profit Businessowners product endorsement submission. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the following two new endorsements for this product:

SERFF Tracking Number: WESA-125991118 State: Arkansas  
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 Product Name: Non-Profit Businessowners Product  
 Project Name/Number: Submission of two new endorsements for Non-Profit Businessowners Product/NP-SSO-09-02

- "Equipment Breakdown" Enhancement Endorsement – BP 47 (12-08)
- Abuse or Molestation Exclusion – L 622 (07-08)

Form BP 47 is being introduced to place into an endorsement the enhanced Equipment Breakdown coverage that is already contemplated in the rating plan. Form L 622 is being introduced to clarify the Company's coverage intent.

Please note that there is no rating impact associated with these forms.

## 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  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: AR FEE - forms  
 Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United States Liability Insurance Company	\$0.00	01/15/2009	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
32132	\$50.00	01/15/2009

SERFF Tracking Number: WESA-125991118 State: Arkansas  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/16/2009	01/16/2009

*SERFF Tracking Number:* WESA-125991118      *State:* Arkansas  
*Filing Company:* United States Liability Insurance Company      *State Tracking Number:* #? \$50  
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Liability  
*Product Name:* Non-Profit Businessowners Product  
*Project Name/Number:* Submission of two new endorsements for Non-Profit Businessowners Product/NP-SSO-09-02

## **Disposition**

Disposition Date: 01/16/2009

Effective Date (New): 03/01/2009

Effective Date (Renewal): 03/01/2009

Status: Approved

Comment:

This filing is approved contingent on receiving the filing fees the company indicates in the filing that they have sent.

Rate data does NOT apply to filing.

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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Supporting Document</b>	Letter of Authorization	Approved	Yes
<b>Supporting Document</b>	Cover Letter	Approved	Yes
<b>Form</b>	"Equipment Breakdown" Enhancement Endorsement	Approved	Yes
<b>Form</b>	Abuse or Molestation Exclusion	Approved	Yes

SERFF Tracking Number: WESA-125991118 State: Arkansas  
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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	"Equipment Breakdown" Enhancement Endorsement	BP 47	12 08	Endorsement New Amendment/Condition		0.00	bp-47_(12-08).pdf
Approved	Abuse or Molestation Exclusion	L 622	07 08	Endorsement New Amendment/Condition		0.00	I-622_(07-08).pdf

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

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**“EQUIPMENT BREAKDOWN” ENHANCEMENT ENDORSEMENT**

This endorsement changes coverage provided by the **Businessowners Coverage Form** and endorsements thereto.

Under **SECTION I – PROPERTY, A. Coverage**, paragraph **4. Limitations**, sections **4.a.(1)** and **4.a.(2)** are deleted.

Under **SECTION I – PROPERTY, A. Coverage**, paragraph **6. Coverage Extensions**, the following is added:

**g. Expediting Expense**

At our sole discretion, we will pay for the expediting expense loss resulting from an “Equipment Breakdown” causing damage to Covered Property. We will pay the “reasonable extra cost” to:

- (1) Make temporary repairs; and
- (2) Expedite permanent repairs; and
- (3) Expedite permanent replacement.

“Reasonable extra cost” shall mean the extra cost of temporary repair and of expediting the repair of such damaged equipment of the insured, including overtime and the extra cost of express or other rapid means of transportation. This will be a part of and not an addition to the limit shown on the Declaration Page.

**h. “Green” Environmental and Efficiency Improvements**

If Covered Property requires repair or replacement due to an “Equipment Breakdown”, we will pay:

- (1) The lesser of the reasonable and necessary additional cost incurred by the Insured to repair or replace physically damaged Covered Property with equipment of like kind and quality that qualifies as “Green”. “Like kind and quality” includes similar size and capacity.
- (2) The additional reasonable and necessary fees incurred by the Insured for an accredited professional certified by a “Green Authority” to participate in the repair or replacement of physically damaged Covered Property as “Green”.
- (3) The additional reasonable and necessary cost incurred by the Insured for certification or recertification of the repaired or replaced Covered Property as “Green”.

- (4) The additional reasonable and necessary cost incurred by the Insured for “Green” in the removal, disposal or recycling of damaged Covered Property.
- (5) The business interruption (if covered within the Policy to which this **Equipment Breakdown Enhancement Endorsement – “Green” Environmental and Efficiency Improvements** is attached) loss during the additional time required for repair or replacement of Covered Property, consistent with “Green”, in the coverages above.
- (6) We will not pay more than 125%, to a maximum limit of \$100,000, of what the cost would have been to repair or replace with equipment of like kind and quality inclusive of fees, costs, and any business interruption loss incurred as stated above.

These “**Green**” **Environmental and Efficiency Improvements** will be part of, and not an addition to, the limit of liability per loss or any other sub-limits of liability of this policy.

**i. Refrigerant Contamination**

We will pay for contamination by a refrigerant resulting from “Equipment Breakdown” causing damage to **Covered Property**.

The most we will pay for loss or damage under this coverage is \$25,000 unless a higher limit is provided by endorsement. In that case, whichever limit is greater will apply. This payment may be adjusted for salvage expenses or recoveries, if any.

**j. Spoilage Coverage**

We will pay for loss of perishable goods due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by “Equipment Breakdown” to types of property covered by this policy, that are:

- (1) located on or within 1,000 feet of the described premises;
- (2) owned by the building owner at the described premises, or owned by a public utility; and
- (3) used to supply telephone, electricity, air conditioning, heating, gas, water or steam to the described premises.

However, we will not pay for any loss, damage, cost or expense for which coverage is provided by the **Businessowners Coverage Form** and endorsements thereto.

The most we will pay for loss or damage under this coverage is \$25,000 unless a higher limit is provided by endorsement. This payment may be adjusted for salvage expenses or recoveries if any.

Under **SECTION I – PROPERTY, B. Exclusions**, exclusion **1.e. Power Failure** is amended to add the following:

**1.e. Power Failure**

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

However, we will pay for loss resulting in a Business Income or Extra Expense loss due to an "Equipment Breakdown" to covered equipment that occurs on or within 1,000 feet of the described premises.

If failure of power or other utility service results in an "Equipment Breakdown" to **Covered Property**, we will pay for the loss or damage caused by the "Equipment Breakdown".

This exclusion does not apply to loss or damage to "computer(s)" and "electronic media and records".

However, we will not pay for any loss, damage, cost or expense for which coverage is provided by the **Businessowners Coverage Form** and endorsements thereto.

Under **SECTION I – PROPERTY, B. Exclusions**, the following **Exclusions** are deleted in their entirety:

- 2. a. Electrical Apparatus**
- 2. d. Steam Apparatus**
- 2. l. Other Types Of Loss, item (6)**

With regard to coverages provided under **The "Green" Environmental and Efficiency Improvements**, the following exclusions apply:

- (1)** Covered Property does not include stock, raw materials, finished goods, "production machinery", merchandise, electronic data processing equipment not used in the functional support of the real property, process water, molds and dies, property in the open, property of others for which the Insured is legally liable, or personal property of others.
- (2)** Any loss adjusted on any valuation basis other than a repair or replacement basis as per the Valuation section of this policy.
- (3)** Any loss covered under any other section of this policy.
- (4)** Any cost incurred due to any law or ordinance with which the Insured was legally obligated to comply prior to the time of the "Equipment Breakdown".

Under **SECTION I – PROPERTY, F. Property General Conditions**, the following **Property General Conditions** are added:

## **5. Suspension**

Whenever **Covered Property** is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss to that **Covered Property** for the perils covered by this endorsement. Coverage can be

suspended and possibly reinstated by delivering or mailing a written notice of suspension/coverage reinstatement to:

- (a) Your last known address; or
- (b) The address where the property is located.

But if we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

Under **SECTION I – PROPERTY, G. Optional Coverages**, paragraph **1. Outdoor Signs**, Item **c. (5) Mechanical Breakdown** is deleted in its entirety.

Under **SECTION I – PROPERTY, G. Optional Coverages**, paragraph **4. Mechanical Breakdown** is deleted in its entirety and replaced by the provisions of this “Equipment Breakdown” endorsement.

Under **SECTION I – PROPERTY, H. Property Definitions**, **11. “Specified Causes of Loss”** also means “Equipment Breakdown”.

The following definitions are added to **SECTION I – PROPERTY, – PROPERTY, H. Property Definitions**:

**14.** “Equipment Breakdown” as used herein means:

**A.** Physical loss or damage both originating within:

- 1.** Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:
  - a.** waste disposal piping; and/or
  - b.** any piping forming part of a fire protective system; and/or
  - c.** furnaces; and
  - d.** any water piping other than:
    - (1)** boiler feed water piping between the feed pump and the boiler; or
    - (2)** boiler condensate return piping; or
    - (3)** water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.

**2.** All mechanical, electrical, electronic or fiber optic equipment; and

**B.** Caused by, resulting from, or consisting of:

- 1.** Mechanical breakdown; or
- 2.** Electrical or electronic breakdown meaning breakdown from artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires; or
- 3.** Rupture, bursting, bulging, implosion, or steam explosion.

However, "Equipment Breakdown" does not mean:

Physical loss or damage caused by or resulting from any of the following; however if loss or damage not otherwise excluded results, then we will pay for such resulting damage:

1. Wear and tear;
  2. Rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any quality in property that causes it to damage or destroy itself;
  3. Smog;
  4. Settling, cracking, shrinking or expansion;
  5. Nesting or infestation, or discharge or release of waste products or secretions, by birds, rodents or other animals;
  6. The following causes of loss to personal property:
    - a. dampness or dryness of atmosphere;
    - b. marring or scratching.
15. "Green" means products, materials, methods and processes certified by a "Green Authority" that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.
16. "Green Authority" means an authority on "Green" buildings, products, materials, methods or processes certified and accepted by Leadership in Energy and Environmental Design (LEED®), "Green" Building Initiative Green Globes®, Energy Star Rating System or any other recognized "Green" rating system.
17. "Production machinery" means any machine that processes, forms, shapes, or transports raw materials, materials in process, waste materials or finished products.

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.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL UMBRELLA POLICY  
EXCESS LIABILITY POLICY**

**ABUSE OR MOLESTATION EXCLUSION**

This insurance does not apply to:

Any injury sustained by any person arising out of or resulting from alleged, threatened or actual abuse or molestation by:

- a. Any insured; or
- b. Any "employee" of any insured; or
- c. Any "volunteer worker" or "temporary worker"; or
- d. Any other person.

We shall not have any duty to defend any suit against the Insured seeking damages on account of any such injury.

This exclusion applies to all injury sustained by any person, including emotional distress, arising out of abuse or molestation whether alleged, threatened or actual including but not limited to abuse or molestation arising out of your negligence or other wrongdoing with respect to:

- a. Hiring, placement, employment, training, supervision or retention of a person for whom any insured is or ever was legally responsible; or
- b. Investigation or reporting any abuse or molestation to the proper authorities, or failure to so report or the failure to protect any person while that person was in the Insured's care, custody or control.

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.

*SERFF Tracking Number:* WESA-125991118      *State:* Arkansas  
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Liability  
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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 01/16/2009

**Comments:**

Attached is the NAIC form.

**Attachment:**

AR NAIC.pdf

**Satisfied -Name:** Letter of Authorization **Review Status:** Approved 01/16/2009

**Comments:**

Attached is the Letter of Authorization

**Attachment:**

Westmont Authorization Letter.pdf

**Satisfied -Name:** Cover Letter **Review Status:** Approved 01/16/2009

**Comments:**

Attached is the cover letter.

**Attachment:**

USLI Cover Letter.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> 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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<b>3. Group Name</b>	<b>Group NAIC #</b>

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

<b>5. Company Tracking Number</b>	
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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—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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<b>22.</b>	<b>Filing Fees</b> (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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
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



# 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

1/12/2009

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



**WESTMONT  
ASSOCIATES, INC.**

January 15, 2009

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  
Non-Profit Businessowners Filing  
New Endorsement Submission  
Company Filing Number: NP-SSO-09-02  
Effective Date: March 1, 2009**

To Whom It May Concern:

Enclosed you will find the Company's Non-Profit Businessowners product endorsement submission. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the following two new endorsements for this product:

- "Equipment Breakdown" Enhancement Endorsement – BP 47 (12-08)
- Abuse or Molestation Exclusion – L 622 (07-08)

Form BP 47 is being introduced to place into an endorsement the enhanced Equipment Breakdown coverage that is already contemplated in the rating plan. Form L 622 is being introduced to clarify the Company's coverage intent.

Please note that there is no rating impact associated with these forms.

Your approval and/or acknowledgement of this submission is respectfully requested. Thank you for your attention to this matter.

Respectfully Submitted,

***Wesley Pohler***

Wesley Pohler  
AVP

[wes@westmontlaw.com](mailto:wes@westmontlaw.com)

Enclosures

Cc: M. Miller - USLI