

SERFF Tracking Number: PERR-125327211 State: Arkansas  
 Filing Company: Stonington Insurance Company State Tracking Number: AR-PC-07-026511  
 Company Tracking Number: SIC-CMP-SSJ-AR-07-01-F  
 TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package  
 Only  
 Product Name: SIC-CMP-SSJ-AR-07-01-F  
 Project Name/Number: SIC-CMP-SSJ-AR-07-01-F/SIC-CMP-SSJ-AR-07-01-F

## Filing at a Glance

Company: Stonington Insurance Company  
 Product Name: SIC-CMP-SSJ-AR-07-01-F SERFF Tr Num: PERR-125327211 State: Arkansas  
 TOI: 05.2 Commercial Multi-Peril - Liability SERFF Status: Closed State Tr Num: AR-PC-07-026511  
 Portion Only  
 Sub-TOI: 05.2003 Commercial Package Co Tr Num: SIC-CMP-SSJ-AR-07- State Status:  
 01-F  
 Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith  
 Roberts  
 Authors: Faviola Jimenez, Lois Disposition Date: 10/29/2007  
 Pimentel  
 Date Submitted: 10/19/2007 Disposition Status: Approved  
 Effective Date Requested (New): 01/01/2008 Effective Date (New):  
 Effective Date Requested (Renewal): Effective Date (Renewal):

## General Information

Project Name: SIC-CMP-SSJ-AR-07-01-F Status of Filing in Domicile: Pending  
 Project Number: SIC-CMP-SSJ-AR-07-01-F Domicile Status Comments:  
 Reference Organization: Reference Number:  
 Reference Title: Advisory Org. Circular:  
 Filing Status Changed: 10/29/2007  
 State Status Changed: 10/23/2007 Deemer Date:  
 Corresponding Filing Tracking Number:  
 Filing Description:  
 On behalf of Stonington Insurance Company (the "Company"), we are submitting a filing that shall be applicable to the Company's Jobbers Petroleum and Propane Products program.

Within this filing, the Company is submitting two revised endorsements, which are applicable to the Jobbers program.

Within both forms, the Company is removing the word "oil" wherever "fuel oil" was previously shown to reflect that the

SERFF Tracking Number: PERR-125327211 State: Arkansas  
Filing Company: Stonington Insurance Company State Tracking Number: AR-PC-07-026511  
Company Tracking Number: SIC-CMP-SSJ-AR-07-01-F  
TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package  
Only  
Product Name: SIC-CMP-SSJ-AR-07-01-F  
Project Name/Number: SIC-CMP-SSJ-AR-07-01-F/SIC-CMP-SSJ-AR-07-01-F

exclusion is not just limited to fuel oil, but rather all fuel.

Additionally, they amended both of the forms to eliminate the 30 day reporting requirement with respect to "puff back" and added a definition for "puff back".

The Company has prepared the forms contained in this filing. Should you have any questions or concerns regarding the material enclosed, we will forward any correspondence to the appropriate contact. Also enclosed is an authorization for Perr&Knight to file on the Company's behalf.

We would appreciate your consideration and approval of this filing to become effective for our use as of January 1, 2008.

## Company and Contact

### Filing Contact Information

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

Lois Pimentel, State Filings Project Coordinator doi@perrknight.com

Perr&Knight (888) 201-5123 [Phone]

Pacific Palisades, CA 90272 (310) 230-8529[FAX]

### Filing Company Information

Stonington Insurance Company

5080 Spectrum Dr. Suite 900 East

Addison, TX 75001

(888) 201-5123 ext. 109[Phone]

CoCode: 10340

Group Code: 1331

Group Name: Glencoe US  
Holdings, Inc

FEIN Number: 57-0338686  
-----

State of Domicile: Texas

Company Type: Insurance

State ID Number:

## Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: AR charges \$50 per form filing

*SERFF Tracking Number:* PERR-125327211 *State:* Arkansas  
*Filing Company:* Stonington Insurance Company *State Tracking Number:* AR-PC-07-026511  
*Company Tracking Number:* SIC-CMP-SSJ-AR-07-01-F  
*TOI:* 05.2 Commercial Multi-Peril - Liability Portion *Sub-TOI:* 05.2003 Commercial Package  
Only  
*Product Name:* SIC-CMP-SSJ-AR-07-01-F  
*Project Name/Number:* SIC-CMP-SSJ-AR-07-01-F/SIC-CMP-SSJ-AR-07-01-F  
**Per Company:** No

SERFF Tracking Number: PERR-125327211 State: Arkansas  
Filing Company: Stonington Insurance Company State Tracking Number: AR-PC-07-026511  
Company Tracking Number: SIC-CMP-SSJ-AR-07-01-F  
TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package  
Only  
Product Name: SIC-CMP-SSJ-AR-07-01-F  
Project Name/Number: SIC-CMP-SSJ-AR-07-01-F/SIC-CMP-SSJ-AR-07-01-F

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Stonington Insurance Company	\$0.00	10/19/2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
101308	\$50.00	10/18/2007

SERFF Tracking Number: PERR-125327211 State: Arkansas  
Filing Company: Stonington Insurance Company State Tracking Number: AR-PC-07-026511  
Company Tracking Number: SIC-CMP-SSJ-AR-07-01-F  
TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package  
Only  
Product Name: SIC-CMP-SSJ-AR-07-01-F  
Project Name/Number: SIC-CMP-SSJ-AR-07-01-F/SIC-CMP-SSJ-AR-07-01-F

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/29/2007	10/29/2007

*SERFF Tracking Number:* PERR-125327211 *State:* Arkansas  
*Filing Company:* Stonington Insurance Company *State Tracking Number:* AR-PC-07-026511  
*Company Tracking Number:* SIC-CMP-SSJ-AR-07-01-F  
*TOI:* 05.2 Commercial Multi-Peril - Liability Portion *Sub-TOI:* 05.2003 Commercial Package  
Only  
*Product Name:* SIC-CMP-SSJ-AR-07-01-F  
*Project Name/Number:* SIC-CMP-SSJ-AR-07-01-F/SIC-CMP-SSJ-AR-07-01-F

## **Disposition**

Disposition Date: 10/29/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125327211 State: Arkansas  
 Filing Company: Stonington Insurance Company State Tracking Number: AR-PC-07-026511  
 Company Tracking Number: SIC-CMP-SSJ-AR-07-01-F  
 TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package  
 Only  
 Product Name: SIC-CMP-SSJ-AR-07-01-F  
 Project Name/Number: SIC-CMP-SSJ-AR-07-01-F/SIC-CMP-SSJ-AR-07-01-F

<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>	Filing Memorandum, Letter of Authorization, Mark up forms	Approved	Yes
<b>Form</b>	Total Pollution Exclusion	Approved	Yes
<b>Form</b>	Total Pollution Exclusion with Hostile Fire Exception	Approved	Yes

SERFF Tracking Number: PERR-125327211 State: Arkansas  
 Filing Company: Stonington Insurance Company State Tracking Number: AR-PC-07-026511  
 Company Tracking Number: SIC-CMP-SSJ-AR-07-01-F  
 TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package  
 Only  
 Product Name: SIC-CMP-SSJ-AR-07-01-F  
 Project Name/Number: SIC-CMP-SSJ-AR-07-01-F/SIC-CMP-SSJ-AR-07-01-F

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Total Pollution Exclusion	SAMGLP OLJOUS1 007	1007	Endorsement/Amendment/Conditions	Replaced Form #:0.00 SAMGLPOLJOU S0306 Previous Filing #: AR-PC-06- 019778		SAMGLPOL JOUS1007 Pollution Exclusion- Jobbers.pdf
Approved	Total Pollution Exclusion with Hostile Fire Exception	SAMGLP OLHFJOU S1007	1007	Endorsement/Amendment/Conditions	Replaced Form #:0.00 SAMGLPOLHFJ OUS0306 Previous Filing #: AR-PC-06- 019778		SAMGLPOL HFJOUS100 7 Pollution Exclusion Hostile Fire- Jobbers.pdf

# STONINGTON INSURANCE COMPANY

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

## TOTAL POLLUTION EXCLUSION

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below: (The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion f. under Paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

This insurance does not apply to:

**f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion does not apply to "bodily injury" or "property damage" at a "customer's" premises arising out of the discharge, dispersal or release of fuel, smoke, soot, or vapor caused by or resulting from the servicing or repair, by you, of that customer's heating, ventilation and/or air conditioning systems, but only if the discharge, dispersal or release is reported to you within 30 days of the completion of that service or repair; however, the 30 day reporting requirement shall not apply to "puff back". Notwithstanding the foregoing, this exclusion will apply to the discharge, dispersal or release of any "pollutants", regardless of cause, from any underground storage tank, including any attached lines, connectors or valves.

As used in this endorsement, "customer" means an entity for whom the insured provides services in the regular course of business and who is not an insured under this policy.

# STONINGTON INSURANCE COMPANY

As used in this endorsement, "puff back" means the sudden and accidental discharge, dispersal, or release of fuel, smoke, soot, or vapor from a customer's heating system as a result of the ignition of excess fuel caused by the service or repair of the heating system by you.

Fuel does not include any waste or used petroleum products sold, stored and/or transported without being re-refined, provided such re-refined waste or used petroleum products do not contain metallic, caustic, acidic, sulfur, or waste products or any contaminants picked up during prior use.

- B. **SECTION V – DEFINITIONS**, Paragraph **15.** is deleted in its entirety and replaced by the following:

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, gasoline, diesel fuel and similar petroleum products, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of this policy remain unchanged.

# STONINGTON INSURANCE COMPANY

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

## TOTAL POLLUTION EXCLUSION WITH HOSTILE FIRE EXCEPTION

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:  
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion f. under Paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

This insurance does not apply to:

**f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion does not apply to "bodily injury" or "property damage" at a "customer's" premises arising out of the discharge, dispersal or release of fuel, smoke, soot, or vapor caused by or resulting from the servicing or repair, by you, of that customer's heating, ventilation and/or air conditioning systems, but only if the discharge, dispersal or release is reported to you within 30 days of the completion of that service or repair; however, the 30 day reporting requirement shall not apply to "puff back". Notwithstanding the foregoing, this exclusion will apply to the discharge, dispersal or release of any "pollutants", regardless of cause, from any underground storage tank, including any attached lines, connectors or valves.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

# STONINGTON INSURANCE COMPANY

- (1) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
- (2) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

As used in this endorsement, "customer" means an entity for whom the insured provides services in the regular course of business and who is not an insured under this policy.

As used in this endorsement, "puff back" means the sudden and accidental discharge, dispersal, or release of fuel, smoke, soot, or vapor from a customer's heating system as a result of the ignition of excess fuel caused by the service or repair of the heating system by you.

Fuel does not include any waste or used petroleum products sold, stored and/or transported without being re-refined, provided such re-refined waste or used petroleum products do not contain metallic, caustic, acidic, sulfur, or waste products or any contaminants picked up during prior use.

- B. **SECTION V – DEFINITIONS**, Paragraph **15.** is deleted in its entirety and replaced by the following:

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, gasoline, diesel fuel and similar petroleum products, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of this policy remain unchanged.



SERFF Tracking Number: PERR-125327211 State: Arkansas  
Filing Company: Stonington Insurance Company State Tracking Number: AR-PC-07-026511  
Company Tracking Number: SIC-CMP-SSJ-AR-07-01-F  
TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package  
Only  
Product Name: SIC-CMP-SSJ-AR-07-01-F  
Project Name/Number: SIC-CMP-SSJ-AR-07-01-F/SIC-CMP-SSJ-AR-07-01-F

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 10/29/2007

**Comments:**

**Attachments:**

2007 NAIC PCTD.pdf  
2007 NAIC FFS.pdf

**Satisfied -Name:** Filing Memorandum, Letter of  
Authorization, Mark up forms **Review Status:** Approved 10/29/2007

**Comments:**

**Attachments:**

Forms FILING MEMORANDUM CW Version.pdf  
Authorization Letter 20070101 P&K.pdf  
Pollution Hostile Fire Red-line US 0306 vs US 1007.pdf  
Pollution Red-line US 0306 vs US 1007.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				
<b>3. Group Name</b>	<b>Group NAIC #</b>				
Glencoe US Holdings, Inc	1331				
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>	
Stonington Insurance Company	TX	10340	57-0338686		
<b>5. Company Tracking Number</b>	<b>SIC-CMP-SSJ-AR-07-01-F</b>				
<b>Contact Info of Filer(s) or Corporate Officer(s)</b> [include toll-free number]					
<b>6.</b>	<b>Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
	Lois Pimentel 881 Alma Real Dr Ste 205 Pacific Palisades, CA 90272	Filing Analyst III	888.201.5123 Ext 162	310.230.8529	doi@perrknight.com
<b>7.</b>	Signature of authorized filer				
<b>8.</b>	Please print name of authorized filer		Lois Pimentel		
<b>Filing information</b> (see General Instructions for descriptions of these fields)					
<b>9.</b>	<b>Type of Insurance (TOI)</b>	05.2 Commercial Multi-Peril - Liability Portion Only			
<b>10.</b>	<b>Sub-Type of Insurance (Sub-TOI)</b>	05.2003 Commercial Package			
<b>11.</b>	<b>State Specific Product code(s)</b> (if applicable)[See State Specific Requirements]	N/A			
<b>12.</b>	<b>Company Program Title</b> (Marketing title)	Jobbers Petroleum and Propane Products			
<b>13.</b>	<b>Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
<b>14.</b>	<b>Effective Date(s) Requested</b>	New: 01/01/2008                      Renewal:			
<b>15.</b>	<b>Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>16.</b>	<b>Reference Organization</b> (if applicable)	N/A			
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	N/A			
<b>18.</b>	<b>Company's Date of Filing</b>	October 19, 2007			
<b>19.</b>	<b>Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" 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>	SIC-CMP-SSJ-AR-07-01-F
------------	--	------------------------

<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]
------------	--

On behalf of Stonington Insurance Company (the "Company"), we are submitting a filing that shall be applicable to the Company's Jobbers Petroleum and Propane Products program.

Within this filing, the Company is submitting two revised endorsements, which are applicable to the Jobbers program.

Within both forms, the Company is removing the word "oil" wherever "fuel oil" was previously shown to reflect that the exclusion is not just limited to fuel oil, but rather all fuel.

Additionally, they amended both of the forms to eliminate the 30 day reporting requirement with respect to "puff back" and added a definition for "puff back".

The Company has prepared the forms contained in this filing. Should you have any questions or concerns regarding the material enclosed, we will forward any correspondence to the appropriate contact. Also enclosed is an authorization for Perr&Knight to file on the Company's behalf.

We would appreciate your consideration and approval of this filing to become effective for our use as of January 1, 2008.

<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]
------------	---

**Check #:** 101308

**Amount:** 50.00

**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.)**

## 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>	<b>SIC-CMP-SSJ-AR-07-01-F</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>N/A</b>			
<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</b>
01	Total Pollution Exclusion	SAMGLPOLJOUS1007	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	SAMGLPOLJOUS0306	
02	Total Pollution Exclusion with Hostile Fire Exception	SAMGLPOLHFJOUS1007	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	SAMGLPOLHFJOUS0306	
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		

## FILING MEMORANDUM

Within this filing, we are submitting two revised endorsements, which are applicable to our Jobbers program.

With respect to the forms changes, we are amending the following forms:

<b>Form Title</b>	<b>Currently Filed Form Number</b>	<b>New Form Number</b>
Total Pollution Exclusion	SAMGLPOLJOUS0306	SAMGLPOLJOUS1007
Total Pollution Exclusion with Hostile Fire Exception	SAMGLPOLHFJOUS0306	SAMGLPOLHFJOUS1007

Within both forms, we are removing the word “oil” wherever “fuel oil” was previously shown to reflect that the exclusion is not just limited to fuel oil, but rather all fuel.

Additionally, we amended both of the forms to eliminate the 30 day reporting requirement with respect to “puff back” and we added a definition for “puff back”.

We would appreciate your consideration and approval of this filing to become effective for our use as of January 1, 2008.

Walter J. Kozuch  
Vice President – Technical Services  
Stonington Insurance Company  
Stonington Lloyds Insurance

January 1, 2007

Stonington Insurance Company  
NAIC Company Code 10340

To Whom It May Concern:

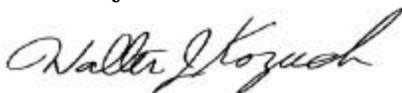
Perr&Knight, Inc. is hereby authorized to submit rate, rule, form filings on behalf of Stonington Insurance Company. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed in be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight, Inc. at the following address:

Perr&Knight, Inc.  
881 Alma Real Drive, Suite 205  
Pacific Palisades, CA 90272  
Tel: (310) 230-9339  
Fax: (310) 230-1061

Please contact me at (972) 664-7105 if you have any questions regarding this authorization.

Sincerely,



Walter J. Kozuch  
Vice President – Technical Services

Stonington Insurance Company  
Stonington Lloyds Insurance  
5080 Spectrum Drive, Suite 900 East · Addison, Texas 75001  
Tel: 972-664-7105 · Fax: 972-994-9746 · [wkozuch@stoningtonins.com](mailto:wkozuch@stoningtonins.com)

# STONINGTON INSURANCE COMPANY

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

## TOTAL POLLUTION EXCLUSION WITH HOSTILE FIRE EXCEPTION

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:  
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion f. under Paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

This insurance does not apply to:

**f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion does not apply to "bodily injury" or "property damage" at a "customer's" premises arising out of the discharge, dispersal or release of fuel-oil, smoke, soot, or vapor caused by or resulting from the servicing or repair, by you, of that customer's heating, ventilation and/or air conditioning systems, but only if the discharge, dispersal or release is reported to you within 30 days of the completion of that service or repair; however, the 30 day reporting requirement shall not apply to "puff back". Notwithstanding the foregoing, this exclusion will apply to the discharge, dispersal or release of any "pollutants", regardless of cause, from any underground storage tank, including any attached lines, connectors or valves.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

# STONINGTON INSURANCE COMPANY

- (1) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
- (2) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

As used in this endorsement, "customer" means an entity for whom the insured provides services in the regular course of business and who is not an insured under this policy.

As used in this endorsement, "puff back" means the sudden and accidental discharge, dispersal, or release of fuel, smoke, soot, or vapor from a customer's heating system as a result of the ignition of excess fuel caused by the service or repair of the heating system by you.

Fuel ~~oil~~ does not include any waste or used petroleum products sold, stored and/or transported without being re-refined, provided such re-refined waste or used petroleum products do not contain metallic, caustic, acidic, sulfur, or waste products or any contaminants picked up during prior use.

B. **SECTION V – DEFINITIONS**, Paragraph **15**. is deleted in its entirety and replaced by the following:

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, gasoline, diesel fuel and similar petroleum products, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of this policy remain unchanged.

Document comparison done by DeltaView on Friday, October 12, 2007 2:37:14 PM

Input:	
Document 1	file:///Dfw-file01/company/Program Operations/Rates Rules and Forms/AMC/Forms/SAMGLPOLHFJOUS0306 Pollution Exclusion Hostile Fire-Jobbers-FINAL.DOC
Document 2	file:///Dfw-file01/company/Program Operations/Rates Rules and Forms/AMC/Forms/SAMGLPOLHFJOUS1007 Pollution Exclusion Hostile Fire-Jobbers.DOC
Rendering set	Standard

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	3
Deletions	3
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	6

# STONINGTON INSURANCE COMPANY

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

## TOTAL POLLUTION EXCLUSION

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below: (The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion f. under Paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

This insurance does not apply to:

**f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion does not apply to "bodily injury" or "property damage" at a "customer's" premises arising out of the discharge, dispersal or release of fuel-oil, smoke, soot, or vapor caused by or resulting from the servicing or repair, by you, of that customer's heating, ventilation and/or air conditioning systems, but only if the discharge, dispersal or release is reported to you within 30 days of the completion of that service or repair; however, the 30 day reporting requirement shall not apply to "puff back". Notwithstanding the foregoing, this exclusion will apply to the discharge, dispersal or release of any "pollutants", regardless of cause, from any underground storage tank, including any attached lines, connectors or valves.

As used in this endorsement, "customer" means an entity for whom the insured provides services in the regular course of business and who is not an insured under this policy.

# STONINGTON INSURANCE COMPANY

As used in this endorsement, "puff back" means the sudden and accidental discharge, dispersal, or release of fuel, smoke, soot, or vapor from a customer's heating system as a result of the ignition of excess fuel caused by the service or repair of the heating system by you.

Fuel~~oil~~ does not include any waste or used petroleum products sold, stored and/or transported without being re-refined, provided such re-refined waste or used petroleum products do not contain metallic, caustic, acidic, sulfur, or waste products or any contaminants picked up during prior use.

- B. **SECTION V – DEFINITIONS**, Paragraph **15.** is deleted in its entirety and replaced by the following:

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, gasoline, diesel fuel and similar petroleum products, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of this policy remain unchanged.

Document comparison done by DeltaView on Friday, October 12, 2007 2:36:02 PM

Input:	
Document 1	file:///Dfw-file01/company/Program Operations/Rates Rules and Forms/AMC/Forms/SAMGLPOLJOUS0306 Pollution Exclusion-Jobbers-FINAL.DOC
Document 2	file:///Dfw-file01/company/Program Operations/Rates Rules and Forms/AMC/Forms/SAMGLPOLJOUS1007 Pollution Exclusion-Jobbers.DOC
Rendering set	Standard

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	3
Deletions	3
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	6