

FPL Group, Inc , P. O. Box 14000, Juno Beach, Florida 33408-0420

December 10, 2002

U.S. Nuclear Regulatory Commission Document Control Desk Washington, DC 20555

To Whom It May Concern:

Attached are our NEIL Certificates of Insurance for FPL Energy Seabrook.

Sincerely,

Jody Rutherford Risk Management

Enclosure

100/



Nuclear Electric Insurance Limited Suite 1200

Suite 1200 1201 Market Street Wilmington, DE 19801

USA

Tel

302 888-3000

Fax

302 888-3007 Corporate 302 573-2213 Finance 302 888-3008 Insurance 302 888-3095 Loss Control

#### CERTIFICATE OF INSURANCE

**ISSUED TO:** 

U. S. Nuclear Regulatory Commission

ADDRESS:

Document Control Desk Washington, D.C. 20555

THIS IS TO CERTIFY that insurance has been effected with NUCLEAR ELECTRIC INSURANCE LIMITED, 1201 Market Street, Suite 1200, Wilmington, Delaware 19801, under Policy No. X02-098 as follows:

MEMBER INSURED:

FPL ENERGY SEABROOK LLC

ADDRESS:

700 Universe Blvd.

Juno Beach, Florida 33408

PROPERTY INSURED:

Seabrook Nuclear Power Station

**COVERAGE:** 

Decontamination Liability, Decommissioning Liability, and Excess

**Property Insurance** 

AMOUNT OF INSURANCE:

\$1,250,000,000

**INSUREDS:** 

See attached Schedule A

POLICY TERM:

12:01 a.m. on November 1, 2002 to 12:01 a.m. on April 1, 2003,

Standard time in Hamilton, Bermuda.

LOSS PAYEE CLAUSE:

See attached Schedule B

This Certificate is not transferable and may be canceled by NUCLEAR ELECTRIC INSURANCE COMPANY by giving 60 days written notice to the party to whom this Certificate is issued prior to cancellation of the insurance described herein, unless specifically provided for otherwise under the Terms, Conditions and Exceptions of the Policy.

THIS CERTIFICATE is for information only; it is not a contract of insurance but attests that a policy as numbered herein, and as it stands at the date of this Certificate, has been issued by the Company. Said policy is subject to change by endorsement and cancellation in accordance with its terms.

EFFECTIVE DATE OF THIS CERTIFICATE: November 1, 2002

CERTIFICATE EXPIRES: April 1, 2003, unless canceled sooner.

Signed by:

NUCLEAR ELECTRIC INSURANCE LIMITED

tal J. Durning

Michael J. Durning

Vice President - Underwriting

## SCHEDULE NO. A Policy No. X02-098

Insureds:

Named Insured:

FPL Energy Seabrook, LLC;

Additional Insureds: <u>Massachusetts Municipal Wholesale Electric Company;</u>
Tanton Municipal Lighting Plant; Hudson Power & Light Department; all persons,
firms, or corporations with whom the Named Insured has entered into any
agreement which requires that the Named Insured maintain for the benefit of such
person, firm, or corporation, such insurance as is afforded by this Policy.

FPL Energy Seabrook, LLC shall be deemed the sole agent for all Insureds under this Policy with repsect to all matters pertaining to this insurance. Notices to and action taken or negotiated by FPL Energy Seabrook, LLC with respect to any such matters shall be binding on all Additional Insureds referenced in this Item.

## SCHEDULE NO. B Policy No. X02-098

### Loss Payee Clause:

A. Expenses covered under the Nuclear Liability Coverage (subsection I.A..1(a)) shall be adjusted with the Member Insured and payable to:

FPL Energy Seabrook, LLC. FPL Energy Seabrook, LLC shall be deemed the sole agent for all Insureds under this Policy with respect to all matters pertaining to this insurance. Notices to and action taken or negotiated by FPL Energy Seabrook, LLC with respect to any such matters shall be binding on all Insureds. FPL Energy Seabrook, LLC's receipt shall constitute a release in full of all liability with respect to such payment.

The Member Insured may, by written notice to the Insurer, designate other payees.

B. The expenses covered under the Debris Removal and Decontamination Coverage (subsection I.1(b)), the losses covered under the Property Damage Coverage (subsection I.1(c)), and the losses covered under the Functional Total Loss Coverage (subsection I.2(a)) shall be adjusted with the Member Insured and payable to:

FPL Energy Seabrook, LLC. FPL Energy Seabrook, LLC shall be deemed the sole agent for all Insureds under this Policy with respect to all matters pertaining to this insurance. Notices to and action taken or negotiated by FPL Energy Seabrook, LLC with respect to any such matters shall be binding on all Insureds. FPL Energy Seabrook, LLC's receipt shall constitute a release in full of all liability with respect to such payment.

The Member Insured may, by written notice to the Insurer, designate other payees.

C. Expenses covered under the Decommissioning Liability Coverage (subsection II.1) shall be adjusted with the Member Insured and payable to:

First New Hampshire Investment Services Corporation, Trustee for the Seabrook Nuclear Decommissioning Financing Fund Master Trust. FPL Energy Seabrook, LLC shall be deemed the sole agent for all Insureds under this Policy with respect to all matters pertaining to this insurance. Notices to and action taken or negotiated by FPL Energy Seabrook, LLC with respect to any such matters shall be binding on all Insureds. The receipt of such payment by First New Hampshire Investment Services Corporation, Trustee for the Seabrook Nuclear Decommissioning Financing Fund Master Trust, shall constitute a release in full of all liability with respect to such payment.

The Member Insured may, by written notice to the Insurer, designate other payees.



Nuclear Electric Insurance Limited Suite 1200

Suite 1200 1201 Market Street Wilmington, DE 19801

USA

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302 888-3000

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#### CERTIFICATE OF INSURANCE

**ISSUED TO:** 

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Washington, D.C. 20555

THIS IS TO CERTIFY that insurance has been effected with NUCLEAR ELECTRIC INSURANCE LIMITED, 1201 Market Street, Suite 1200, Wilmington, Delaware 19801, under Policy No. P02-098 as follows:

MEMBER INSURED:

FPL ENERGY SEABROOK LLC

ADDRESS:

700 Universe Blvd.

Juno Beach, Florida 33408

PROPERTY INSURED:

Seabrook Nuclear Power Station

**COVERAGE:** 

Primary Property and Decontamination Liability Insurance

AMOUNT OF INSURANCE:

\$500,000,000

**INSUREDS:** 

See attached Schedule A

POLICY TERM:

12:01 a.m. on November 1, 2002 to 12:01 a.m. on April 1,

2003, Standard time in Hamilton, Bermuda.

LOSS PAYEE CLAUSE:

See attached Schedule B

This Certificate is not transferable and may be canceled by NUCLEAR ELECTRIC INSURANCE LIMITED by giving 60 days written notice to the party to whom this Certificate is issued prior to cancellation of the insurance described herein, unless specifically provided for otherwise under the Terms, Conditions and Exceptions of the Policy.

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EFFECTIVE DATE OF THIS CERTIFICATE: November 1, 2002

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Signed by:

NUCLEAR ELECTRIC INSURANCE LIMITED

Michael I. Durning

Vice President - Underwriting

## SCHEDULE A POLICY NO.: P02-098

Insureds:

Named Insured:

FPL Energy Seabrook, LLC;

Additional Insureds: <u>Massachusetts Municipal Wholesale Electric</u>
Company; Tanton Municipal Lighting Plant; Hudson Power & Light
Department; all persons, firms, or corporations with whom the Named
Insured has entered into any agreement which requires that the Named
Insured maintain for the benefit of such person, firm, or corporation, such insurance as is afforded by this Policy.

FPL Energy Seabrook, LLC shall be deemed the sole agent for all Insureds under this Policy with respect to all matters pertaining to this insurance.

Notices to and action taken or negotiated by FPL Energy Seabrook, LLC with respect to any such matters shall be binding on all Additional Insureds referenced in this Item.

# SCHEDULE B POLICY NO.: P02-098

### Loss Payee Clause

A. Expenses covered under Section I.A.2 shall be adjusted with the Member Insured and payable to:

FPL Energy Seabrook, LLC

The Member Insureds may, by written notice to the Insurer, designate other payees.

B. All other covered Losses shall be adjusted with the Member Insured and payable to:

FPL Energy Seabrook, LLC. FPL Energy Seabrook, LLC shall be deemed the sole agent for all Insureds under this Policy with respect to all matters pertaining to this insurance. Notices to and action taken or negotiated by FPL Energy Seabrook, LLC with respect to any such matters shall be binding on all Insureds. FPL Energy Seabrook, LLC's receipt shall constitute a release in full of all liability with respect to such payment.

The Member Insureds may, by written notice to the Insurer, designate other payees.



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Member Insured

FLORIDA POWER & LIGHT COMPANY

**Mailing Address** 

700 Universe Blvd.

Juno Beach, Florida 33408-0420

NEIL II Underlying Policy No.

X02-016

NEIL II Underlying Policy No.

X02-017

Member Insured

FPL ENERGY SEABROOK, LLC

**Mailing Address** 

700 Universe Blvd.

Juno Beach, Florida 33408

NEIL II Underlying Policy No.

X02-098

**COVERAGE:** 

Blanket Excess Decontamination Liability, Decommissioning Liability,

and Excess Property Insurance

AMOUNT OF BLANKET LIMIT:

\$1,000,000,000

INSUREDS:

Identical to Item 10 of the Declarations of each of the NEIL

II Policies identified on the attached Schedule A.

POLICY TERM:

12:01 a.m. on November 1, 2002, to 12:01 a.m. on April 1,

2003, Standard time in Hamilton, Bermuda.

LOSS PAYEE CLAUSE:

Identical to Item 8 of the Declarations of each of the NEIL II

Policies identified on the attached Schedule A.

THIS CERTIFICATE is not transferable and may be canceled by NUCLEAR ELECTRIC INSURANCE COMPANY by giving 60 days written notice to the party to whom this Certificate is issued prior to cancellation of the insurance described herein, unless specifically provided for otherwise under the Terms, Conditions and Exceptions of the Policy.

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