

Marsh & McLennan, Incorporated 1300 San Jacinto Tower 2121 San Jacinto Street Dallas, Texas 75201 Telephone 214 742-1941 Inde

October 3, 1983

Mr. Jerome Saltzman Assistant Director State & Licensee Relations Office of State Programs U. S. Nuclear Regulatory Commission Washington, D. C. 20555

Tennessee Valley Authority Watts Bar Nuclear Plant Secondary Financial Protection Certificates ANI Certificate N-80/MAELU Certificate M-80 CERTIFIED COPIES

Dear Jerry:

Enclosed for your records are two certified copies each of ANI and MAELU Secondary Financial Protection Certificates N-80 and M-80, respectively, for the Tennessee Valley Authority Watts Bar Nuclear Plant.

Very truly yours,

John R. 9ack, Jr. Assistant Vice President
M&M Nuclear Consultants

cc: C. R. Dodson

L. M. Mills

H. E. Higgins, Jr.

W. T. Cottle

J. L. Collins

L. Cohen

jf/enclosures

ngan 1/1

# NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY - NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS ACCORDED BY THIS DOPY:

JOHN L. SUATTROCCHI VICE PRESIDENT-LIABILITY UNDERWRITING AMERICAN NUCLEAR INSURERS

Certificate No.	N-80
Forming Part of	Master
Policy No1	

# CERTIFICATE OF INSURANCE

### DECLARATIONS AND

## BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

### Certificate of Insurance

This is to certify that the persons and organizations designated in Item 1 of the Declarations are named insureds under the Master Policy - Nuclear Energy Liability Insurance (Secondary Financial Protection), herein called the "Master Policy", issued by Nuclear Energy Liability Insurance Association.

Such insurance as is provided by the Master Policy applies, through this certificate, only:

- (a) to the insureds identified in Items 1 and 2 of the Declarations,
- (b) for the <u>certificate</u> period stated in Item 6 of the Declarations,
- (c) to bodily injury or property damage
  - (1) with respect to which the <u>primary financial protection</u> described in Item 4 of the Declarations would apply but for exhaustion of its limit of liability as described in Condition 6 of the Master Policy, and
  - (2) which is caused during the <u>certificate</u> period stated in Item 6 of the Declarations by a <u>nuclear incident</u> arising out of or in connection with the nuclear reactor described in Item 3 of the Declarations, and

against the <u>insured</u> not later than ten years after the end of the <u>certificate</u> period stated in Item 6 of the <u>Declarations</u>. However, with respect to <u>bodily injury</u> or <u>property damage</u> caused by an <u>extraordinary nuclear occurrence</u> this subparagraph (3) shall not operate to bar coverage for <u>bodily injury</u> or <u>property damage</u> which is discovered and for which written claim is made against the <u>insured</u> not later than twenty years after the date of the <u>extraordinary nuclear occurrence</u>.

### Declarations

### Item 1. Named insureds and addresses:

(a) Tennessee Valley Authority - 633 Chestnut Street, 660 Commerce Union Building, Chattanooga, Tennessee 37401

## Item 2. Additional insureds:

Any other person or organization who would be insured under the <a href="mailto:primary financial protection">primary financial protection</a> identified in Item 4 of the Declarations but for exhaustion of the limit of liability of such <a href="primary financial">protection</a>.

- Item 3. Description and location of nuclear reactor: Unit 1 of the Watts Bar Nuclear Plant located in Rhea County, Tennessee.
- Item 4. (a) Identification of <u>primary financial protection</u> applicable to the nuclear reactor and limit(s) of liability thereof:

  Nuclear Energy Liability Insurance Association's
  Policy NF- 256 \$124,000,000

  Mutual Atomic Energy Liability Underwriters'
  Policy MF- \$36,000,000

(b) The following endorsements, attached to the <u>primary</u>

<u>financial protection</u> policies listed in Item 4 (a) also

apply to the insurance afforded by the Master Policy through
this <u>certificate</u> as though they were attached hereto:

- (1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and
- (2) Supplementary Endorsement Waiver of Defenses Reactor Construction at the Facility,
- (c) The limits of liability provided under the <u>primary financial</u>
  protection specified in Item 4 (a) above are not shared with
  any other reactor except as follows:

No Exceptions At Present

- Item 5. Limits of Liability: The amount of retrospective premium actually received by the companies plus the amount of the companies' contingent liability, if any, pursuant to Conditions 2, 3 and 4 of the Master Policy.
- Item 6. <u>Certificate</u> Period: Beginning at the same time and date that the Facility Operating License issued by the United States Nuclear Regulatory Commission for the reactor described in Item 3 of this <u>certificate</u> becomes effective and continuing to the effective date and time of cancellation or termination of the <u>Master Policy</u> or this <u>certificate</u>, whichever first occurs, eastern standard time.
- Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each <u>nuclear incident</u>: \$3,875,000.
- Item 8. Portion of the annual premium payable for the companies' contingent liability described in Condition 4 of the Master Policy from the effective date hereof to the end of calendar year 1982: The pro rata portion of \$4,650 for the period from the effective date of this certificate to the end of the calendar year during which such effective date occurs.

Know All Men By These Presents, that the undersigned do hereby acknowledge that they are named insureds under the Master Policy described in the above Certificate of Insurance and Declarations. The named insureds do hereby covenant with and are held and are firmly bound to the members of Nuclear Energy Liability Insurance Association subscribing the Master Policy (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the Master Policy, as it may be changed from time to time, with interest on such premiums and allowances for taxes to be computed at the rate provided in the Master Policy from the date payment thereof is specified to be due the companies in written notice to the first named insured as provided in Condition 2 of the Master Policy until paid;

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts;

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs, and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond and (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of the Master Policy relating to such covenants or provisions;

For the purpose of recording this agreement, a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

The preceding Certificate of Insurance, Declarations and Bond form a part of the Master Policy. Cancellation or termination of the Master Policy or the Certificate of Insurance shall not affect the named insured's obligations under the policy or the Bond to pay the retrospective premiums and allowances for premium taxes, as provided in this <u>Certificate</u> and Condition 2 of the Master Policy.

IN WITNESS WHEREOF, the named insureds have caused this <u>Certificate</u>, these Declarations and this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective as of the time and date of the inception of the <u>Certificate</u> period.

Attest or Witness Named Insureds: Tennessee Valley Authority (Named Insured - Type or Print) Βv Assistant Secretary (Signature of Officer) C. Richard Dodson, Assistant Chief Nuclear Procurement Branch (Type or Print Name & Title of Officer) Date: September 7, 1983 (Named Insured - Type or Print) (SEAL) (Signature of Officer) (Type or Print Name & Title of Officer) Date: (Named Insured - Type or Print) Ву (SEAL) (Signature of Officer)

Date:

(Type or Print Name & Title of Officer)

IN WITNESS WHEREOF, the companies subscribing the Master Policy have caused the Certificate of Insurance and the Declarations to be signed on their behalf by the President of Nuclear Energy Liability Insurance Association to be effective as of the time and date of the inception of the <u>Certificate</u> period, and countersigned below by a duly authorized representative.

Attest or Witness

For the Subscribing Companies of

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

Burt C. Proom, President

Countersigned by \_\_\_\_\_(Authorized Representative)

#### MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

THIS IS TO CERTIFY THAT THIS IS A TRUF COPY OF THE ORIGINAL

( ATE, BEARING THE NUMBER DESIGNATED HEREON, FOR

INCUHANCE COVERAGE UNDER THE MASTER POLICY - NUCLEAR ENERGY
LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO
INSURANCE IS AFFORDED BY THIS COPY.

JOHN L. SUATTROCCHI VICE PRESIDENT-LIABILITY UNDERWRITING AMERICAN NUCLEAR INSURERS

Certificate	No.	M- 80		
Forming Part	of	Master		
Policy No	1	<u></u>	•	

### CERTIFICATE OF INSURANCE

DECLARATIONS AND

#### BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Certificate of Insurance

This is to certify that the persons and organizations designated in Item 1 of the Declarations are named insureds under the Master Policy - Nuclear Energy Liability Insurance (Secondary Financial Protection), herein called the "Master Policy", issued by Mutual Atomic Energy Liability Underwriters.

Such insurance as is provided by the Master Policy applies, through this certificate, only:

- (a) to the insureds identified in Items 1 and 2 of the Declarations,
- (b) for the certificate period stated in Item 6 of the Declarations,
- (c) to bodily injury or property damage
  - (1) with respect to which the <u>primary financial protection</u> described in Item 4 of the Declarations would apply but for exhaustion of its limit of liability as described in Condition 6 of the Master Policy, and
  - (2) which is caused during the <u>certificate</u> period stated in Item 6 of the Declarations by a <u>nuclear incident</u> arising out of or in connection with the nuclear reactor described in Item 3 of the Declarations, and

against the <u>insured</u> not later than ten years after the end of the <u>certificate</u> period stated in Item 6 of the <u>Declarations</u>. However, with respect to <u>bodily injury</u> or <u>property damage</u> caused by an <u>extraordinary nuclear occurrence</u> this subparagraph (3) shall not operate to bar coverage for <u>bodily injury</u> or <u>property damage</u> which is discovered and for which written claim is made against the <u>insured</u> not later than twenty years after the date of the <u>extraordinary nuclear occurrence</u>.

#### Declarations

- Item 1. Named insureds and addresses:
  - (a) Tennessee Valley Authority 633 Chestnut Street, 660 Commerce Union Building, Chattanooga, Tennessee 37401
- Item 2. Additional insureds:

Any other person or organization who would be insured under the <a href="mailto:primary financial protection">primary financial protection</a> identified in Item 4 of the Declarations but for exhaustion of the limit of liability of such <a href="primary financial">protection</a>.

- Item 3. Description and location of nuclear reactor:

  Unit 1 of the Watts Bar Nuclear Plant located in Rhea County, Tennessee.
- Item 4. (a) Identification of <u>primary financial protection</u> applicable to the nuclear reactor and limit(s) of liability thereof:

  Nuclear Energy Liability Insurance Association's
  Policy NF-256 \$124,000,000

  Mutual Atomic Energy Liability Underwriters'
  Policy MF- \$36,000,000

- (b) The following endorsements, attached to the <u>primary</u>

  <u>financial protection</u> policies listed in Item 4 (a) also

  apply to the insurance afforded by the Master Policy through
  this <u>certificate</u> as though they were attached hereto:
  - (1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and
  - (2) Supplementary Endorsement Waiver of Defenses Reactor Construction at the Facility,
- (c) The limits of liability provided under the <u>primary financial</u>
  <u>protection</u> specified in Item 4 (a) above are not shared with
  any other reactor except as follows:

No Exceptions At Present

- Item 5. Limits of Liability: The amount of retrospective premium actually received by the companies plus the amount of the companies' contingent liability, if any, pursuant to Conditions 2, 3 and 4 of the Master Policy.
- Item 6. <u>Certificate</u> Period: Beginning at the same time and date that the Facility Operating License issued by the United States Nuclear Regulatory Commission for the reactor described in Item 3 of this <u>certificate</u> becomes effective and continuing to the effective date and time of cancellation or termination of the <u>Master Policy</u> or this <u>certificate</u>, whichever first occurs, eastern standard time.
- Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each <u>nuclear incident</u>: \$1,125,000
- Item 8. Portion of the annual premium payable for the companies' contingent liability described in Condition 4 of the <u>Master Policy</u> from the effective date hereof to the end of calendar year 1982: The pro rata portion of \$1,350.00 for the period from the effective date of this certificate to the end of the calendar year during which such effective date occurs.

Know All Men By These Presents, that the undersigned do hereby acknowledge that they are named insureds under the Master Policy described in the above Certificate of Insurance and Declarations. The named insureds do hereby covenant with and are held and are firmly bound to the members of Mutual Atomic Energy Liability Underwriters subscribing the Master Policy (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the Master Policy, as it may be changed from time to time, with interest on such premiums and allowances for taxes to be computed at the rate provided in the Master Policy from the date payment thereof is specified to be due the companies in written notice to the first named insured as provided in Condition 2 of the Master Policy until paid;

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts;

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs, and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond and (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of the Master Policy relating to such covenants or provisions;

For the purpose of recording this agreement, a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

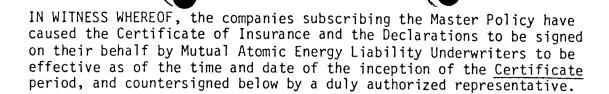
The preceding Certificate of Insurance, Declarations and Bond form a part of the Master Policy. Cancellation or termination of the Master Policy or the Certificate of Insurance shall not affect the named insured's obligations under the policy or the Bond to pay the retrospective premiums and allowances for premium taxes, as provided in this <u>Certificate</u> and Condition 2 of the Master Policy.

IN WITNESS WHEREOF, the named insureds have caused this <u>Certificate</u>, these Declarations and this Bond for Payment of Retrospective <u>Premiums</u>, to be signed and sealed by a duly authorized officer, to be effective as of the time and date of the inception of the <u>Certificate</u> period.

Attest or Witness	Named Insureds:
Helends: Drummer Assistant Secretary	Named Insured - Type or Print)  By Lehand Loddon (SEAL)  (Signature of Officer)  C. Richard Dodson, Assistant Chief  Nuclear Procurement Branch
	(Type or Print Name & Title of Office'r)  Date: September 7, 1983
-	(Named Insured - Type or Print)
·	By(SEAL) (Signature of Officer)
	(Type or Print Name & Title of Officer) Date:
	(Named Insured - Type or Print)
	(SEAL (Signature of Officer)
	(Type or Print Name & Title of Officer)

Date:

Page 5 of Certificate No. M-80



Attest or Witness

For the Subscribing Companies of

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

: 1

thorized Agen

Countersigned by

(Authorized Representative)

Subscribing Companies	PROPORTION OF 100%
American Mutual Liability Insurance Company, Wakefield, MA	15.000000
Employers Insurance of Wausau, A Mutual Company, Wausau, WI	15.000000
Liberty Mutual Insurance Company, Boston, MA	30.000000
Lumbermens Mutual Casualty Company, Long Grove, IL	30.000000
Michigan Mutual Insurance Company, Detroit, MI	5.000000
Sentry Insurance, A Mutual Company, Stevens Point, WI	5.000000