

REGULATORY INFORMATION DISTRIBUTION SYSTEM (RIDS)

ACCESSION NBR: R101090469 DOC. DATE: 80/12/28 NOTARIZED: NO DOCKET #
 FACIL: ~~50-438~~ Bellefonte Nuclear Plant, Unit 2, Tennessee Valley Au 5000439
~~50-440~~ Perry Nuclear Power Plant, Unit 1, Cleveland Electric ~~05000419~~
 UTR. NAME: 50-438 AUTHOR AFFILIATION
 FIELDER, J. Marsh & McLennan, Inc., M & M Nuclear Consultants, Inc. Div.
 RECIP. NAME: RECIPIENT AFFILIATION
 SALTZMAN, J. Utility Finance Branch (formerly Antitrust & Indemnity)

SUBJECT: Forwards Endorsement 10 to ANI Policy NF-258.

DISTRIBUTION CODE: M001S COPIES RECEIVED: LTR 1 ENCL 1 SIZE: 3
 TITLE: Insurance: Indemnity/Endorsement Agreements

NOTES:

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	<u>REG FILE</u> 01	1	1	SOULES, J.	06	1 1
	UT FIN BR 08	1	1			
EXTERNAL:	LPDR 03	1	1	NSIC	04	1 1

JAN 12 1981

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TOTAL NUMBER OF COPIES REQUIRED: LTR 7 ENCL 6

11

400 North Akard Street
Dallas, Texas 75201
Telephone 214 742-1941

50-439

December 28, 1980

Mr. Jerome Saltzman, Chief
Office of Antitrust & Indemnity
Nuclear Reactor Regulation
Nuclear Regulatory Commission
Washington, D. C. 20555

RECEIVED
SERVICES

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M&M Nuclear Consultants

Tennessee Valley Authority
Bellefonte Nuclear Plant
ANI Facility Policy NF-258
Endorsement #10
CERTIFIED COPIES

Dear Mr. Saltzman:

Enclosed for your records are eight certified copies of Endorsement #10 to Tennessee Valley Authority's Bellefonte Nuclear Plant ANI Facility Policy NF-258. This Endorsement is the Amendment of Definition of Condition 2.

Sincerely,



Jean Fielder

cc: C. R. Dodson
J. R. Monahan

jf

Enclosures

8101090469

J

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Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDMENT OF DEFINITION OF CONDITION 2 "INSPECTION; SUSPENSION" AND "INSURED SHIPMENT"
(Indemnified Nuclear Facility)

It is agreed that:

1.) Condition 2 "INSPECTION; SUSPENSION" is replaced by the following:

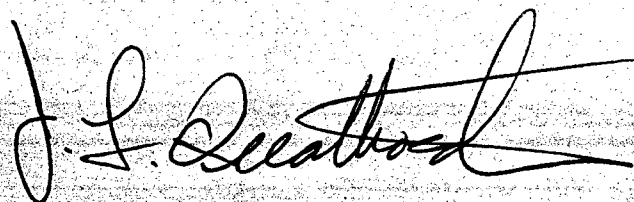
2 INSPECTION; SUSPENSION The companies shall at any time be permitted but not obligated to inspect the facility and all operations relating thereto and to examine the insured's books and records as far as they relate to the subject of this insurance and any property insurance afforded the insured through American Nuclear Insurers. If a representative of the companies discovers a condition which he believes to be unduly dangerous with respect to the nuclear energy hazard, a representative of the companies may request that such condition be corrected without delay. In the event of noncompliance with such request, a representative of the companies may, by notice to the named insured, to any other person or organization considered by the companies to be responsible for the continuation of such dangerous condition, and to the United States Nuclear Regulatory Commission, suspend this insurance with respect to the named insured and such other person or organization effective 12:00 midnight of the next business day of such Commission following the date that such Commission receives such notice. The period of such suspension shall terminate as of the time stated in a written notice from the companies to the named insured and to each such person or organization that such condition has been corrected.

Neither the right to make such inspections and examinations nor the making thereof nor any advice or report resulting therefrom shall constitute an undertaking, on behalf of or for the benefit of the insured or others, to determine or warrant that such facility or operations are safe or healthful, or are in compliance with any law, rule or regulation. In consideration of the issuance or continuation of this policy, the insured agrees that neither the companies nor any persons or organizations making such inspections or examinations on their behalf shall be liable with respect to injury to or destruction of property at the facility, or any consequential loss or expense resulting therefrom, or any loss resulting from interruption of business or manufacture, arising out of the making of or a failure to make any such inspection or examination, or any report thereon, or any such suspension of insurance, but this provision does not limit the contractual obligations of the companies under this policy or any policy affording the insured property insurance through American Nuclear Insurers.

2.) The definition of "insured shipment" in Insuring Agreement III, "DEFINITIONS", is replaced by the following:

"insured shipment" means a shipment of source material, special nuclear material, spent fuel, waste, or tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, herein called "material", (1) to the facility from any location except an indemnified nuclear facility, but only if the transportation of the material is not by predetermination to be interrupted by removal of the material from a transporting conveyance for any purpose other than the continuation of its transportation, or (2) from the facility to any other location, but only until the material is removed from a transporting conveyance for any purpose other than the continuation of its transportation.

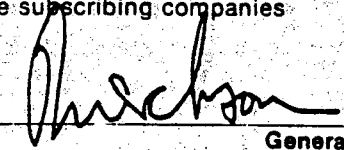
This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No Insurance is afforded hereunder.



John L. Quattrocchi, Vice President - Liability Underwriting
American Nuclear Insurers

Effective Date of this Endorsement January 1, 1981 To form a part of Policy No. NF-258
12:01 A.M. Standard Time
Issued to Tennessee Valley Authority
Date of Issue December 22, 1980

For the subscribing companies

By  General Manager

Endorsement No. 10
NE-51 Page 2 of 2 (1/1/81)

Countersigned by _____

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~~50-440 Perry Nuclear Power Plant, Unit 1, Cleveland Electric 05000440~~
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EXTERNAL:	LPDR	03	1	1	NSIC	04	1	1	

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400 North Akard Street
Dallas, Texas 75201
Telephone 214 741 41

50-439

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SERVICES UNIT

December 28, 1980

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Office of Antitrust & Indemnity
Nuclear Reactor Regulation
Nuclear Regulatory Commission
Washington, D. C. 20555

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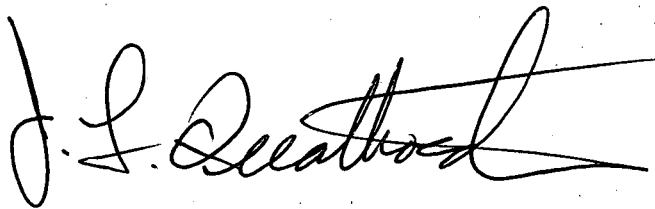
2 INSPECTION; SUSPENSION The companies shall at any time be permitted but not obligated to inspect the facility and all operations relating thereto and to examine the insured's books and records as far as they relate to the subject of this insurance and any property insurance afforded the insured through American Nuclear Insurers. If a representative of the companies discovers a condition which he believes to be unduly dangerous with respect to the nuclear energy hazard, a representative of the companies may request that such condition be corrected without delay. In the event of noncompliance with such request, a representative of the companies may, by notice to the named insured, to any other person or organization considered by the companies to be responsible for the continuation of such dangerous condition, and to the United States Nuclear Regulatory Commission, suspend this insurance with respect to the named insured and such other person or organization effective 12:00 midnight of the next business day of such Commission following the date that such Commission receives such notice. The period of such suspension shall terminate as of the time stated in a written notice from the companies to the named insured and to each such person or organization that such condition has been corrected.

Neither the right to make such inspections and examinations nor the making thereof nor any advice or report resulting therefrom shall constitute an undertaking, on behalf of or for the benefit of the insured or others, to determine or warrant that such facility or operations are safe or healthful, or are in compliance with any law, rule or regulation. In consideration of the issuance or continuation of this policy, the insured agrees that neither the companies nor any persons or organizations making such inspections or examinations on their behalf shall be liable with respect to injury to or destruction of property at the facility, or any consequential loss or expense resulting therefrom, or any loss resulting from interruption of business or manufacture, arising out of the making of or a failure to make any such inspection or examination, or any report thereon, or any such suspension of insurance, but this provision does not limit the contractual obligations of the companies under this policy or any policy affording the insured property insurance through American Nuclear Insurers.

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"insured shipment" means a shipment of source material, special nuclear material, spent fuel, waste, or tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, herein called "material", (1) to the facility from any location except an indemnified nuclear facility, but only if the transportation of the material is not by predetermination to be interrupted by removal of the material from a transporting conveyance for any purpose other than the continuation of its transportation, or (2) from the facility to any other location, but only until the material is removed from a transporting conveyance for any purpose other than the continuation of its transportation.

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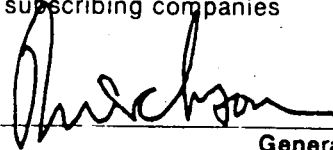


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