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AUTH. NAME AUTHOR AFFILIATION
SCHROCK, C.A. Wisconsin Public Service Corp.
RECIP. NAME RECIPIENT AFFILIATION
Document Control Branch (Document Control Desk)

SUBJECT: Forwards Endorsement 20 to MAELU Policy M-0044, Endorsement
20 to NELIA Policy N-0044, Endorsement 13 to MAELU Policy
93141 & Endorsement 8 to MAELU Policy X93141.

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WISCONSIN PUBLIC SERVICE CORPORATION

600 North Adams • P.O. Box 19002 • Green Bay, WI 54307-9002

November 4, 1993

10 CFR 140.15

U. S. Nuclear Regulatory Commission
ATTN: Document Control Desk
Washington, D.C. 20555

Gentlemen:

Docket 50-305
Operating License DPR-43
Kewaunee Nuclear Power Plant
Insurance Endorsements

In accordance with the requirements of 10 CFR 140.15, attached are the following Nuclear Energy Liability Insurance Association (NELIA) and Mutual Atomic Energy Liability Underwriters (MAELU) insurance policy endorsements:

Endorsement No. 20 for Policy M-0044
Endorsement No. 20 for Policy N-0044
Endorsement No. 13 for Policy 93I41
Endorsement No. 8 for Policy X93I41

Sincerely,

C. A. Schrock
Manager - Nuclear Engineering

BJD/cjt

Attach.

cc - Mr. B. J. Wolf, WPSC-G2 - w/attach.
Mr. Larry Russell, MG&E - w/attach.
Mr. H. Gustrowsky, WP&L - w/attach.
Mr. H. D. Pickert, Marsh & McLennan, Inc. - w/attach.
US NRC, Region III - w/attach.
US NRC Senior Resident Inspector - w/attach.

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PDR ADDCK 05000305
J PDR

NUCLEAR ENERGY LIABILITY INSURANCE
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ENDORSEMENT TO CERTIFICATE NO. M -0044
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

It is agreed that effective August 20, 1993:

I.) Subparagraph (c) on Page 1 of the certificate is amended to read as follows:

- (c) to bodily injury, property damage or environmental damage
- (1) with respect to which the primary financial protection described in Item 4 of the Declarations would apply but for
 - (i) exhaustion of its limit of liability as described in Condition 6 of the Master Policy, or
 - (ii) the application of the provisions COVERAGES A and C of the primary financial protection providing coverage for bodily injury, property damage or environmental damage caused during the policy period by the nuclear energy hazard and which is discovered and for which written claim is made against the insured not later than ten (10) years after the end of the policy period, as amended by paragraph 3 of the Waiver of Defenses Endorsement attached thereto, and
 - (2) which is caused during the certificate period stated in Item 6 of the Declarations by a nuclear incident arising out of, or in connection with the nuclear reactor described in Item 3 of the Declarations, and
 - (3) which is discovered and for which written claim is made against the insured not later than ten (10) years after the end of the certificate period stated in Item 6 of the Declarations. However, this subparagraph (3) shall not operate to bar coverage for bodily injury, property damage or environmental damage caused by an extraordinary nuclear occurrence.

II.) Item 4. (b) of the certificate is deleted.

III.) Item 7. of the certificate is amended to read as follows:

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$17,836,875.

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 AFFORDED BY THIS COPY.

J. S. Quattrocchi
JOHN L. QUATTROCCHI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement:

August 20, 1993
12:01 A.M. Standard Time

To form a part of Certificate No. M -0044

Issued to: **Wisconsin Public Service Corporation**

Date of Issue: **September 15, 1993**

For the subscribing companies

By

Countersigned by

Endorsement No: 20

AMERICAN NUCLEAR INSURERS

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Endorsement No. 11, **LOSS PAYABLE ENDORSEMENT**, is hereby deleted from the policy and replaced with the following:

LOSS PAYABLE ENDORSEMENT (Property Damage Policy)

The first paragraph of Section XIV, **WHEN LOSS IS PAYABLE -- OPTIONS OF THE INSURERS**, is amended to read:

As required by the federal rule mentioned in the definition of "**Property Insurance Rule**" in paragraph 2. of the **PROPERTY INSURANCE RULE ENDORSEMENT** [10 CFR Part 50, Section 50.54(w)], **Loss** under this policy shall first be payable solely to the first named Insured pursuant to paragraphs 3. and 6. of that endorsement before other **Loss** shall be payable to any Insured or any mortgagee, trustee or other **Loss Payee**; but this shall not prevent other **Loss** which is in excess of "dedicated insurance" from becoming payable as provided in paragraph 4. of that endorsement.

Subject to the paragraph above, the amount of **Loss** for which the Insurers may be liable under this policy shall be adjusted with the first named Insured and shall be payable to the first named Insured and the **Loss Payee(s)** as indicated below. Adjustment of the **Loss** shall be by agreement with the Insurers, or if agreement between the first named Insured and the Insurers cannot be reached, by the filing with the Insurers of an award as provided in Section XIII, **APPRAISAL OF LOSS**. Adjustment and payment of the **Loss** shall be made within sixty (60) days after proof of **Loss**, as required in this policy, has been received by the Insurers and ascertainment of the **Loss** is made.

All **Loss** shall be payable only from the Amount of Insurance, if any, remaining in the Policy Aggregate Limit after any prior **Loss** payments have been made.

The interest of any **Loss Payee** hereunder may be cancelled by the Insurers by mailing or delivering to such **Loss Payee** a written notice of cancellation at least thirty (30) days before the effective date of cancellation.

This endorsement is subject to all the provisions of this policy.

Loss Payee(s):

All **Losses** shall be payable to Wisconsin Public Service Corporation, Wisconsin Power and Light Company and Madison Gas and Electric Company, as their interests may appear, except that if the proceeds payable net of deductibles under this and all other contributing insurance policies with respect to a particular **Loss** exceed, in the case of Wisconsin Public Service Corporation five hundred thousand dollars (\$500,000), or in the case of Wisconsin Power and Light Company ten thousand dollars (\$10,000), on **Property Insured** which is subject to either the lien of the mortgage of Wisconsin Public Service Corporation dated 1941 or the lien of the mortgage of Wisconsin Power and Light Company, as amended and supplemented, such proceeds shall be payable, and the draft therefor shall be made payable, to Wisconsin Public Service Corporation, Wisconsin Power and Light Company, Madison Gas and Electric Company and Firststar Trust Corporation (Lewis Center, 4th Floor, 615 East Michigan Avenue,

NUCLEAR ENERGY LIABILITY INSURANCE
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ENDORSEMENT TO CERTIFICATE NO. N -0044
Forming Part of Master Policy No. 1
Nuclear Energy Liability Insurance
(Secondary Financial Protection)

It is agreed that effective August 20, 1993:

I.) Subparagraph (c) on Page 1 of the certificate is amended to read as follows:

- (c) to bodily injury, property damage or environmental damage
- (1) with respect to which the primary financial protection described in Item 4 of the Declarations would apply but for
- (i) exhaustion of its limit of liability as described in Condition 6 of the Master Policy, or
- (ii) the application of the provisions COVERAGES A and C of the primary financial protection providing coverage for bodily injury, property damage or environmental damage caused during the policy period by the nuclear energy hazard and which is discovered and for which written claim is made against the insured not later than ten (10) years after the end of the policy period, as amended by paragraph 3 of the Waiver of Defenses Endorsement attached thereto, and
- (2) which is caused during the certificate period stated in Item 6 of the Declarations by a nuclear incident arising out of, or in connection with the nuclear reactor described in Item 3 of the Declarations, and
- (3) which is discovered and for which written claim is made against the insured not later than ten (10) years after the end of the certificate period stated in Item 6 of the Declarations. However, this subparagraph (3) shall not operate to bar coverage for bodily injury, property damage or environmental damage caused by an extraordinary nuclear occurrence.

II.) Item 4. (b) of the certificate is deleted.

III.) Item 7. of the certificate is amended to read as follows:

Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$61,438,125.

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 AFFORDED BY THIS COPY.

J. S. Quattrocchi
JOHN L. QUATTROCCHI
VICE PRESIDENT-UNDERWRITING
AMERICAN NUCLEAR INSURERS

Effective Date of
this Endorsement:

August 20, 1993
12:01 A.M. Standard Time

To form a part of Certificate No. N -0044

Issued to: **Wisconsin Public Service Corporation**

Date of Issue: **September 15, 1993**

For the subscribing companies

By

Robert J. Gann
PRESIDENT

Endorsement No: 20

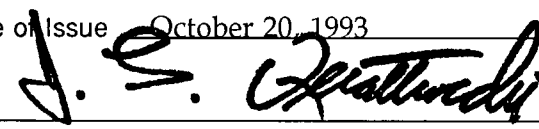
Countersigned by

J. S. Quattrocchi

Milwaukee, Wisconsin 53201), Trustee under both said mortgages, as their interests may appear, and such draft shall be delivered to Wisconsin Public Service Corporation for transmittal to the entities named thereon. The receipt of such Loss payment in accordance with the above shall constitute a release in full of all liability with respect to such Loss.

Effective Date of this Endorsement November 15, 1993 To form a part of Policy Number 93141
12:01 A.M. Standard Time

Name of Insured WISCONSIN PUBLIC SERVICE CORPORATION, ET AL

Endorsement Number 13 Date of Issue October 20, 1993


AMERICAN NUCLEAR INSURERS

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Endorsement No. 6, **LOSS PAYABLE ENDORSEMENT**, is hereby deleted from the Policy and replaced with the following:

LOSS PAYABLE ENDORSEMENT **(Excess Property Insurance Policy)**

The first paragraph of **CONDITION 9, When Loss Payable**, is amended to read:

As required by the federal rule mentioned in the definition of "**Property Insurance Rule**" in paragraph 2. of the **PROPERTY INSURANCE RULE ENDORSEMENT** [10 CFR Part 50, Section 50.54(w)], loss under this Policy shall first be payable solely to the first named Insured pursuant to paragraphs 3. and 6. of that endorsement before other loss shall be payable to any Insured or any mortgagee, trustee or other **Loss Payee**; but this shall not prevent other loss which is in excess of "dedicated insurance" from becoming payable as provided in paragraph 4. of that endorsement.

Subject to the paragraph above, the amount of loss for which the Insurers may be liable under this Policy shall be adjusted with the first named Insured and shall be payable to the first named Insured and the **Loss Payee(s)** as indicated below. Adjustment of the loss shall be by agreement with the Insurers, or if agreement between the first named Insured and the Insurers cannot be reached, by the filing with the Insurers of an award as provided in **CONDITION 7, Appraisal**. Adjustment and payment of the loss shall be made within sixty (60) days after proof of loss, as required in this Policy, has been received by the Insurers and ascertainment of the loss is made.

All loss shall be payable only from the amount of insurance, if any, remaining under the Limit of Liability of this Policy after any prior loss payments have been made.

The interest of any **Loss Payee** hereunder may be cancelled by the Insurers by mailing or delivering to such **Loss Payee** a written notice of cancellation at least thirty (30) days before the effective date of cancellation.

This endorsement is subject to all the provisions of this Policy.

Loss Payee(s):

All losses shall be payable to Wisconsin Public Service Corporation, Wisconsin Power and Light Company and Madison Gas and Electric Company, as their interests may appear, except that if the proceeds payable net of deductibles under this and all other contributing insurance policies with respect to a particular loss exceed, in the case of Wisconsin Public Service Corporation five hundred thousand dollars (\$500,000), or in the case of Wisconsin Power and Light Company ten thousand dollars (\$10,000), on property covered which is subject to either the lien of the mortgage of Wisconsin Public Service Corporation dated 1941 or the lien of the mortgage of Wisconsin Power and Light Company, as amended and supplemented, such proceeds shall be payable, and the draft therefor shall be made payable, to Wisconsin Public Service Corporation, Wisconsin Power and Light Company, Madison Gas and Electric Company and Firststar Trust Corporation (Lewis Center, 4th Floor, 615 East Michigan Avenue,

Milwaukee, Wisconsin 53201), Trustee under both said mortgages, as their interests may appear, and such draft shall be delivered to Wisconsin Public Service Corporation for transmittal to the entities named thereon. The receipt of such loss payment in accordance with the above shall constitute a release in full of all liability with respect to such loss.

Effective Date of this Endorsement November 15, 1993 To form a part of Policy Number X93141
12:01 A.M. Standard Time

Name of Insured WISCONSIN PUBLIC SERVICE CORPORATION, ET AL

Endorsement Number 8 Date of Issue October 20, 1993

J. S. Gattardo