# REGULATORY AFORMATION DISTRIBUTION SYSTEM (RIDS)

DUC.DATE: 85/02/14 NOTARIZED: NO DOCKET # ACCESSION NBR:8502270253 FACIL:50-244 Robert Emmet Ginna Nuclear Plant, Unit 1, Rochester G 05000244 AUTH.NAME AUTHOR AFFILIATION Marsh & McLennan, Inc. STERN, D. RECIPIENT AFFILIATION RECIP.NAME SALTZMAN, J. Assistant Director for State & Licensee Relations SUBJECT: Forwards Endorsements 67-69 to NELIA Policy NF-170 & Endorsements 56 & 57 to MAELU Policy MF-47. DISTRIBUTION CODE: MOOID COPIES RECEIVED:LTR \_\_ ENCL \_\_ SIZE: TITLE: Insurance: Indemnity/Endorsement Agreements 05000244 NOTES:NRR/DL/SEP 1cy.

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Marsh & McLennan, Incorporated 1221 Avenue of the Americas New York, New York 10020 Telephone 212 997-2000

February 14, 1985

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

ROCHESTER GAS & ELECTRIC CORP.

Dear Mr. Saltzman:

On behalf of Rochester Gas & Electric Corp., please find enclosed two certified copies each of the following endorsements:

5

Policy	Endorsement
NF-170	67
NF-170	68
NF-170	69
MF-47	56
MF-47	57

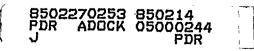
Sincerely, David Stern

Nuclear Consultant

DS:ns

Encl.

cc: D. Barrett G. Van Ingen



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	. • Nucl	ear Energy Liability (r	isurance
N	UCLEAR ENER	GY LIABILITY INSUR	ANCE ASSOCIATION
	ADVANCE PREMIUN	AND STANDARD PREMIUM	I CALENDAR YEAR 1981
	·		·
۵	NVANCE DDEMTIM.	It is agreed that the	Advance Premium due th

1. <u>ADVANCE PREMIUM</u>: It is agreed that the Advance Premium due the companies for the period designated above is:

457,385.62

2. <u>STANDARD PREMIUM AND RESERVE PREMIUM</u>: In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium is said Advance Premium and the Reserve Premium is:

<u>\$</u>345,288.07

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 Insurera

YELLOW COPY	$\geq$	AGENT/BROKER

Effective Date of January 1, 1981 this Endorsement January 1, 1981 12:01 A.M. Stan Rochester Gas & Elec	dard Time	To form a part of Policy No <u>1IF-170</u>
Issued to Rochester Gas & Lie	ctric corporation	
Date of Issue <u>December 22, 1980</u>	•	For the subscribing companies
•		General Manager
Endorsement No67	Count	ersigned by

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# 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.

NE-51 Page 1 of 2 (1/1/81)

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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 12:01 A.M. Rochester Gas & E	1, 1981 Standard Time lectric Corporation	To form a part of Policy NoNF-170
	ecember 22, 1980		For the subscribing companies By
Endorsement No NE-51 Page 2	68 of 2 (1/1/81)	Cour	ntersigned by

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	Nuclear Energy Liability Ipsurance	
	NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION	I .
1.	It is agreed that with respect to how y injury or property damage caused,	DORSEMENT during the
	effective period of this endorsement, by the nuclear energy hazard:	
مې	a. The word "companies" wherever used in the policy means the subscribing listed below.	companies
• • • • •	b. The policy shall be binding on such companies only.	*
•	c. Each such company shall be liable for its proportion of any obligation or expense incurred under the policy because of such bodily injury or damage as designated below.	
2.	It is agreed that the effective period of this endorsement is from the beg effective date of this endorsement stated below to the close of December 3 the time of of the termination or cancellation of the policy, if sooner.	inning of the P,w1981, or to
···· •.	SUBSCRIBING COMPANIES	a a a a a a a a a a a a a a a a a a a
1	American Hone Assurance Co., 102 Halden La., New York, NY 10005 American Hone Assurance Co., 102 Halden La., New York, NY 10005 American Hotorists Insurance Co., Long Grove, IL 60049 Bituminous Casualty Corporation, 320-18th St., Rock Island, IL 61201 Contential Insurance Co., Atlantic Building, 45 Wall St., New York, NY 10005 Commercial Union Insurance Co., One Beacon St., Boston, MA 02108 Continental Company, The, 9 Farm Springs Rd., Farmington, CT 06032 Continental Insurance Co., The, 80 Maiden La., New York, NY 10038 Federal Insurance Co., Sl John F. Kennedy Pkwy. Short Hills, NJ 07078 Firemarks Euch Insurance Co., Sl John F. Kennedy Pkwy. Short Hills, NJ 07078 Firemarks Euch Insurance St. 40, Springs Rd., Farmington, CJ 94119	use successment number and being gy Liability Policy (Facility For Insurance 1s afforded hereunder.
•	this EndorsementJanuary 1, 1981To form a part of Policy No 12:01 A.M. Standard Time Issued toRochester Gas & Electric Corporation	NF-170
و», ا ا	Date of Issue March 12, 1981	
	BLUE COPY AGENT/BROKER By	General Manager

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#### NUCLEAR ENERGY LIAET ITY INSURANCE

#### MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

### ADVANCE PREMIUM ENDORSEMENT and STANDARD PREMIUM ENDORSEMENT

Calendar Year 1981

#### 1. ADVANCE PREMIUM

It is agreed that the Advance Premium due the companies for the calendar year designated above is  $\frac{132,789.38}{132,789.38}$ 

#### 2. STANDARD PREMIUM AND RESERVE PREMIUM

In the absence of a change in the Advance Premium indicated above, it is agreed that, subject to the provisions of the Industry Credit Rating Plan, the Standard Premium and Reserve Premium are:

Standard Premium	\$ <u>132,789.38</u>
Reserve Premium	\$ 100,244.93
	•

Effective Date of January 1, 1981 this Endorsement

56

To form a part. MF-47 of Policy No.

Issued to Rochester Gas and Electric Company

Date of Issue January 21, 1981

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

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Endorsement No.

Countersigned by

AUTHORIZED REPRESENTATIVE

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 Norm) as designated hereon. No Insurance is afforded hereunder.

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

### NUCLEAR ENERGY LIABILITY INSURANCE

## MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

#### AMENDMENT OF CONDITION 2 "INSPECTION; SUSPENSION" AND DEFINITION OF "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 any company who is a member of Mutual Atomic Energy Reinsurance Pool. 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 any company who is a member of Mutual Atomic Energy Reinsurance Pool.

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.

Effective Dat this Endorse	Tanuary 1 1001	To form a part of Policy No. MF-47		
. •	12:01 A. M. Standard Time			
•	<i>,</i> •	•		
Issued to	Rochester Gas and Electric Corp.	· ·		
Date of Issue	March 16, 1981	· · · · · · · · · · · · · · · · · · ·		
	For the Subscribing Compa	nies ·		
۰ ۴	Mutual Atomic Energy Liab	oility Underwriters		
, <b>,</b> , , , , , , , , , , , , , , , , ,	. By			
Endorsement	t No. 57 Countersigned by			
1/1/81	This is to certify that this is a true copy of t Endorsement having the endorsement number and l of the Nuclear Energy Liability Policy (Faciliti ignated hereon. No Insurance is afforded hereur	he original being made part ty Form) as des-		

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

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