

# REGULATOR INFORMATION DISTRIBUTION SYSTEM (RIDS)

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 FACIL: 50-335 St. Lucie Plant, Unit 1, Florida Power & Light Co. 05000335  
 50-389 St. Lucie Plant, Unit 2, Florida Power & Light Co. 05000389  
 AUTH. NAME 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 38 to NELIA Policy NF-227.

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

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EXTERNAL: LPDR 03	1 1	NSIC 04	1 1

JAN 12 1981

Insur.



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

December 30, 1980

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

US NRC  
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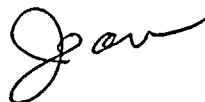
## M&M Nuclear Consultants

Florida Power & Light Company  
Plant St. Lucie  
ANI Facility Policy NF-227  
Endorsement #38  
CERTIFIED COPIES

Dear Mr. Saltzman:

Enclosed for your records are eight certified copies of Endorsement #38 to Florida Power & Light Company's Plant St. Lucie ANI Facility Policy NF-227.

Sincerely,



Jean Fielder

8101090464

cc: R. E. Hinds  
A. R. Swain

jf

Enclosure  
A technical service of Marsh & McLennan, Incorporated

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Sili



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:

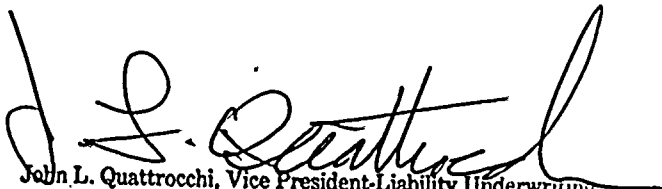
2 INSPECTION; SUSPENSION The companies shall at any time be permitted but not obligated to inspect the facility and all operations relating thereto and to examine the insured's books and records as far as they relate to the subject of this insurance and any property insurance afforded the insured through 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:

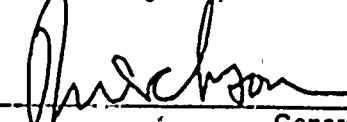
"insured shipment" means a shipment of source material, special nuclear material, spent fuel, waste, or tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, herein called "material", (1) to the facility 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-227  
12:01 A.M. Standard Time  
Issued to Florida Power and Light Company  
Date of Issue December 22, 1980

For the subscribing companies

By   
General Manager

Endorsement No 38  
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Countersigned by \_\_\_\_\_

