

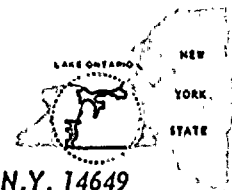
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ROCHESTER GAS AND ELECTRIC CORPORATION • 89 EAST AVENUE, ROCHESTER, N.Y. 14649



LEON D. WHITE, JR.
VICE PRESIDENT

TELEPHONE
AREA CODE 716 546-2700

REGULATORY DOCKET FILE COPY, 6, 1977



Office of Nuclear Reactor Regulation
ATTN: Mr. Benard C. Rusche, Director
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Subject: Nuclear Energy Liability Insurance
R. E. Ginna Nuclear Power Plant, Unit No. 1
Docket No. 50-244

Dear Mr. Rusche:

In compliance with your requirements, we attach hereto one certified copy of the following endorsements to our Nuclear Energy Liability Policies:

Policy	Endorsement		Purpose
	No.	Effective Date	
MAELU MF-47	39	1/1/77	Broadens definition of "insured shipment."
MAELU MF-47	40	1/1/77	Adds disclaimer: insurance inspection does not warrant that plant is either safe or in compliance with any regulation.
MAELU MF-47	41	1/1/77	Discovery period extended from 10 to 20 years.
MAELU MF-47	42	1/1/77	Increases available limits to \$31,500,000.
NELIA NF-170	52	1/1/77	Increases available limits to \$108,500,000.

If you should require additional information, please advise.

Very truly yours,

L. D. White, Jr.
L. D. White, Jr.

Attachments

771020021

1942-1943

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDMENT OF DEFINITION OF "NUCLEAR ENERGY HAZARD"
(Indemnified Nuclear Facility)

It is agreed that:

1. Solely with respect to an "insured shipment" to which the policy applies as proof of financial protection required by the Nuclear Regulatory Commission subdivision (2) of the definition of "nuclear energy hazard" is amended to read:
 - (2) the nuclear material is in an insured shipment which is away from any other nuclear facility and is in the course of transportation, including handling and temporary storage incidental thereto, within
 - (a) the territorial limits of the United States of America, its territories or possessions, Puerto Rico or the Canal Zone; or
 - (b) international waters or airspace provided that the nuclear material is in the course of transportation between two points located within the territorial limits described in (a) above and there are no deviations in the course of the transportation for the purpose of going to any other country, state or nation, except a deviation in the course of said transportation for the purpose of going to or returning from a port or place of refuge as the result of an emergency.
2. As used here, "financial protection," has the meaning given it in the Atomic Energy Act of 1954, as amended.

Effective Date of this Endorsement January 1, 1977 To form a part of Policy No. MF-47

Issued to Rochester Gas and Electric Corporation

Date of Issue March 8, 1977

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF ENDORSEMENT NO. 39 MADE PART OF NUCLEAR ENERGY POLICY (FACILITY FORM) NO. MF. 47 NO INSURANCE IS AFFORDED UNDER THIS TRUE COPY.

For the Subscribing Companies

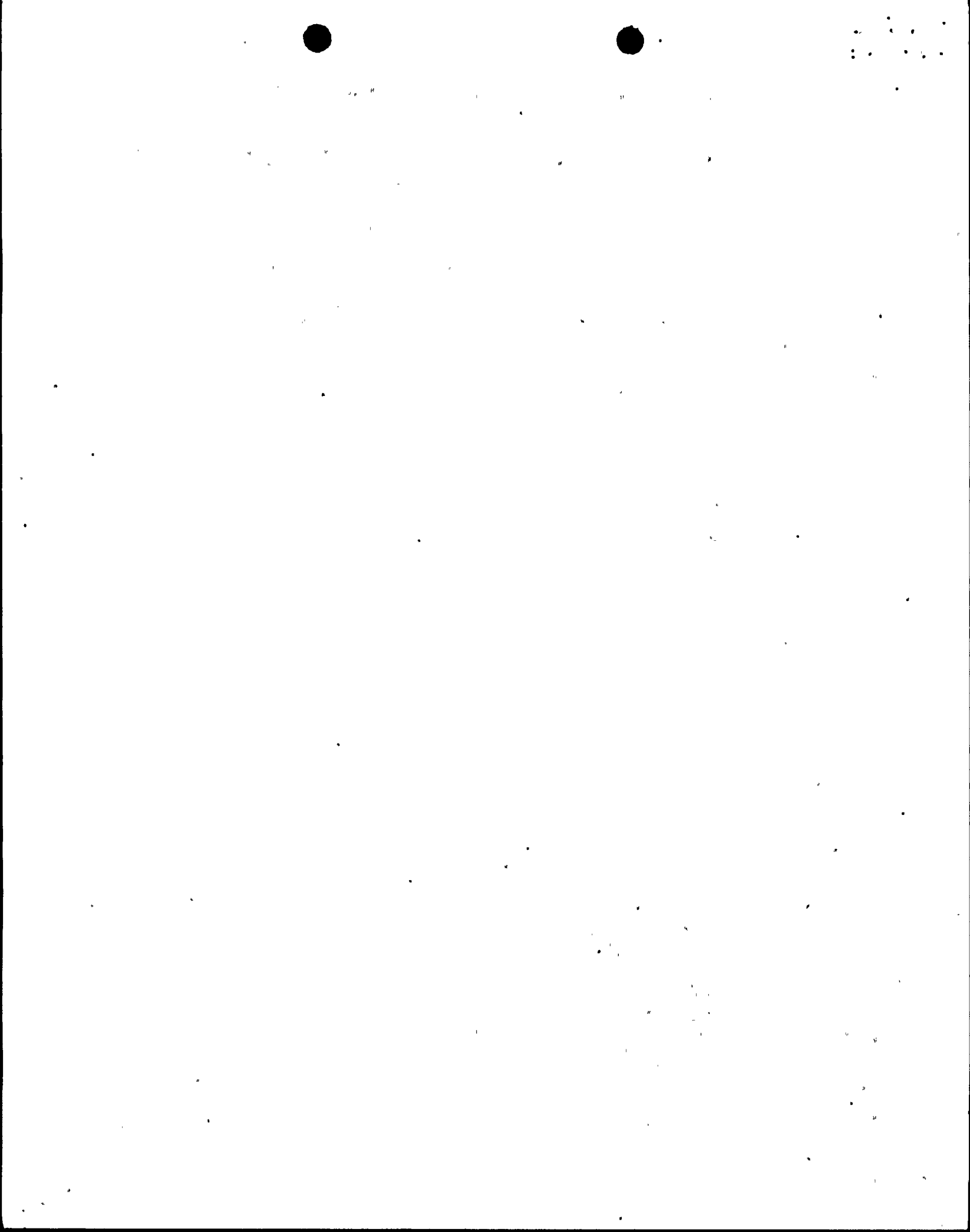
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

RICHARD E. GOODMAN, SECRETARY
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Endorsement No. 39

Countersigned by _____ AUTHORIZED REPRESENTATIVE



NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDMENT OF CONDITION 2 "INSPECTION; SUSPENSION"
(Supplier's and Transporter's Form)

It is agreed that 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 insured's premises and operations and to examine the insured's books and records as far as they relate to the subject matter of this insurance. Neither the right to make 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 premises and operations are safe or healthful, or are in compliance with any law, rule or regulation.

If a representative of the companies discovers a condition which he believes to be unduly dangerous with respect to the nuclear energy hazard and which is within the control of the insured, 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, be written notice to the named insured, immediately suspend the insurance with respect to such condition. The period of such suspension shall terminate as of the time stated in a written notice from the companies to the named insured that such condition has been corrected.

Effective Date of this Endorsement January 1, 1977 To form a part of Policy No. ME-47

Issued to Rochester Gas and Electric Corporation

Date of Issue March 8, 1977

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF ENDORSEMENT NO. 40 MADE PART OF NUCLEAR ENERGY POLICY (FACILITY FORM) NO. ME-47 NO INSURANCE IS AFFORDED UNDER THIS TRUE COPY

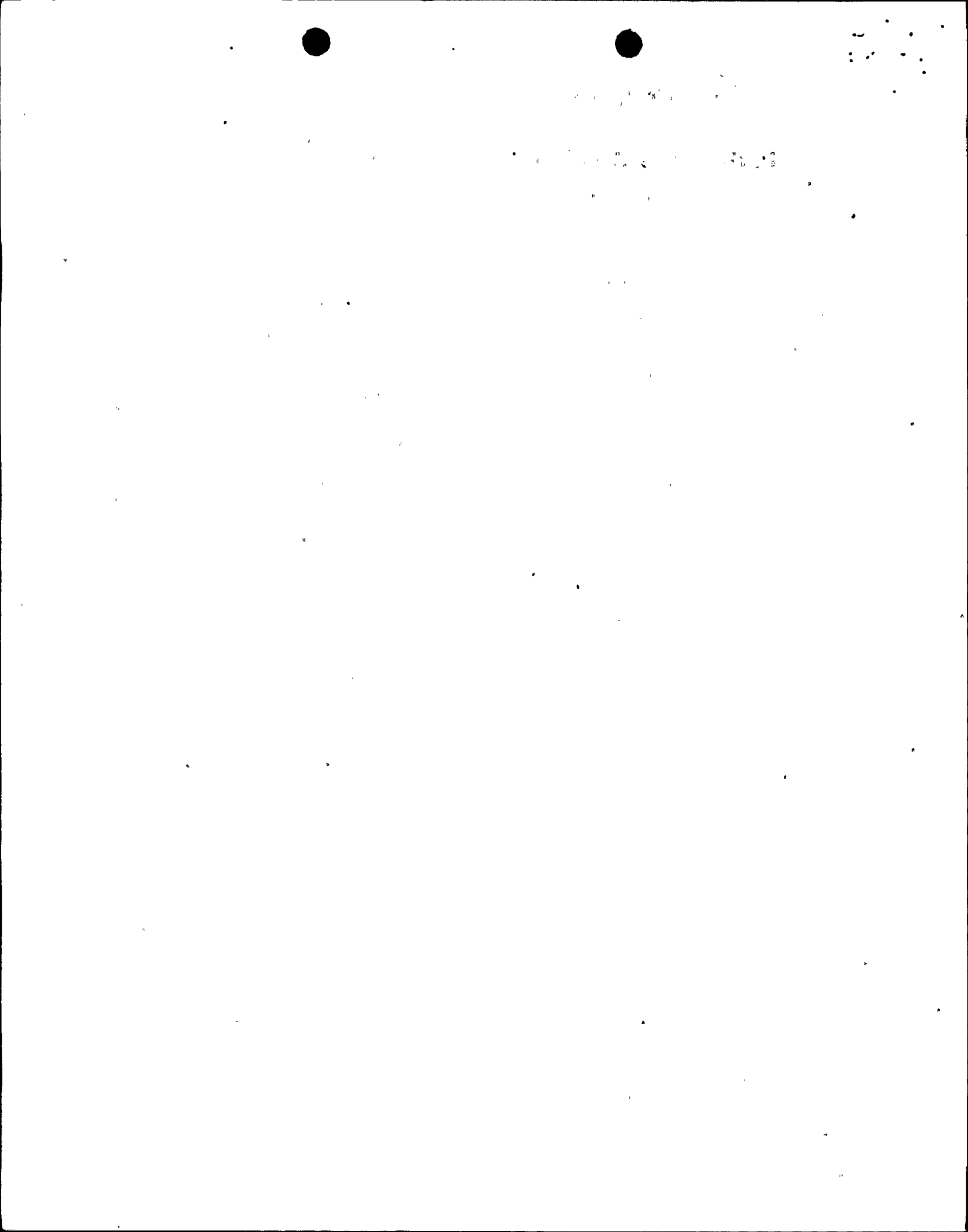
Richard E. Goodman

For the Subscribing Companies
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
By _____

RICHARD E. GOODMAN, SECRETARY
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Endorsement No. 40 Countersigned by _____

AUTHORIZED REPRESENTATIVE



NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

WAIVER OF DEFENSES ENDORSEMENT (Extraordinary Nuclear Occurrence)

The named insured, acting for himself and every other insured under the policy, and the members of the Mutual Atomic Energy Liability Underwriters agree as follows:

1. With respect to any extraordinary nuclear occurrence to which the policy applies as proof of financial protection and which

- (a) arises out of or results from or occurs in the course of the construction, possession, or operation of the facility, or
- (b) arises out of or results from or occurs in the course of the transportation of nuclear material to or from the facility,

the insureds and the companies agree to waive

- (1) any issue or defense as to the conduct of the claimant or the fault of of the insureds, including but not limited to:
 - (i) negligence,
 - (ii) contributory negligence,
 - (iii) assumption or risk, and
 - (iv) unforeseeable intervening causes, whether involved the conduct of a third person, or an act of God,
- (2) any issue or defense as to charitable or governmental immunity, and
- (3) any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew, or reasonably could have known, of his bodily injury or property damage and the cause thereof, but in no event more than twenty years after the date of the nuclear incident.

The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action.

2. The waivers set forth in paragraph 1. above do not apply to

- (a) bodily injury or property damage which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
- (b) bodily injury sustained by any claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place if benefits therefor are either payable or required to be provided under any workers' compensation or occupational disease law;
- (c) any claim for punitive or exemplary damages, provided, with respect to any claim for wrongful death under any state law which provides for damages only punitive in nature, this exclusion does not apply to the extent that the claimant has sustained actual damages, measured by the pecuniary injuries resulting from such death but not to exceed the maximum amount otherwise recoverable under such law.



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3. The waivers set forth in paragraph 1. above shall be effective only with respect to bodily injury or property damage to which the policy applies under its terms other than this endorsement; provided, however that with respect to bodily injury or property damage resulting from an extraordinary nuclear occurrence, Insuring Agreement IV, "Application of Policy," shall not operate to bar coverage for bodily injury or property damage (a) which is caused during the policy period by the nuclear energy hazard and (b) which is discovered and for which written claim is made against the insured not later than twenty years after the date of the extraordinary nuclear occurrence. Such waivers shall not apply to, or prejudice the prosecution or defense of any claim or portion of claim which is not within the protection afforded under (a) the provisions of the policy applicable to the financial protection required of the named insured; (b) the agreement of indemnification between the named insured and the Nuclear Regulatory Commission made pursuant to Section 170 of the Atomic Energy Act of 1954, as amended; and (c) the limit of liability provisions of Subsection 170 e. of the Atomic Energy Act of 1954 as amended.

Such waivers shall not preclude a defense based upon the failure of the claimant to take reasonable steps to mitigate damages.

4. Subject to all of the limitations stated in this endorsement and in the Atomic Energy Act of 1954, as amended, the waivers set forth in paragraph 1. above shall be judicially enforceable in accordance with their terms against any insured in an action to recover damages because of bodily injury or property damage to which the policy applies as proof of financial protection.

5. As used herein: "extraordinary nuclear occurrence" means an event which the Nuclear Regulatory Commission has determined to be an extraordinary nuclear occurrence as defined in the Atomic Energy Act of 1954, as amended. "financial protection" and "nuclear incident" have meanings given them in the Atomic Energy Act of 1954, as amended. "claimant" means the person or organization actually sustaining the bodily injury or property damage and also include his assignees, legal representatives and other persons or organizations entitled to bring an action for damages on account of such injury or damage.

Effective Date of this Endorsement January 1, 1977 To form a part of Policy No. MF-47

Issued to Rochester Gas and Electric Corporation

Date of Issue March 8, 1977

THIS IS TO CERTIFY THAT THIS IS A
 TRUE COPY OF ENDORSEMENT NO. 41
 MUTUAL ATOMIC ENERGY POLICY
 (FORM NO. 1) NO. MF. 47 NO
 COPIES ATTACHED UNDER THIS

Richard E. Goodman

For the Subscribing Companies
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

RICHARD E. GOODMAN, SECRETARY
 MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Endorsement No. 41 Countersigned by _____

AUTHORIZED REPRESENTATIVE

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDMENT OF CONDITION 4 ENDORSEMENT

It is agreed that with respect to bodily injury or property damage caused after the effective date of this endorsement by the nuclear energy hazard the figure \$28,125,000 stated in Condition 4 of the policy is amended to read \$31,500,000.

Effective Date of this Endorsement January 1, 1977 To form a part of Policy No. MF-47

Issued to Rochester Gas and Electric Corporation

March 8, 1977

Date of Issue _____

THIS IS TO CERTIFY THAT THIS IS A
TRUE COPY OF ENDORSEMENT NO. 42
MADE PART OF NUCLEAR ENERGY POLICY
(FACILITY FORM) NO. MF. 47 NO
INSURANCE IS AFFORDED UNDER THIS
TRUE COPY.

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By Richard E. Goodman
RICHARD E. GOODMAN, SECRETARY
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Endorsement No. 42 Countersigned by _____
AUTHORIZED REPRESENTATIVE



Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

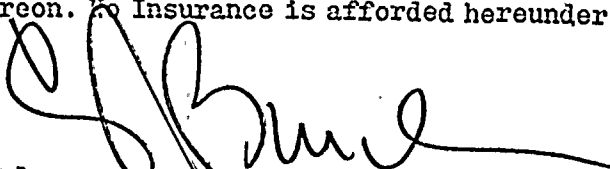
**AMENDMENT OF CONDITION 4
AND AMENDMENT IN 1977 SUBSCRIBING COMPANIES
AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT**

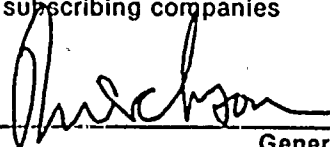
It is agreed that:

1. with respect to bodily injury or property damage caused after the effective date of this endorsement by the nuclear energy hazard, the figure \$96,875,000 stated in Condition 4 of the policy is amended to read \$108,500,000.
2. the listing of subscribing companies and their proportionate liability for calendar year 1977 shown on the reverse side of the Advance Premium and Standard Premium Endorsement for Calendar Year 1977 is replaced by the listing on the reverse side of this endorsement.

(over)

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.


Charles R. Bardot, Manager-Liability Underwriting
Nuclear Energy Liability-Property Insurance Assoc.

Effective Date of this Endorsement January 1, 1977 To form a part of Policy No. NE-170
12:01 A.M. Standard Time
Issued to Rochester Gas and Electric Corporation
Date of Issue January 31, 1977 For the subscribing companies
By  General Manager
Endorsement No 52 Countersigned by _____
NE-43D (1/1/77)



11-11-11

[The rest of the page contains extremely faint and illegible text, likely bleed-through from the reverse side of the document.]

SUBSCRIBING COMPANIES

PROPORTION OF 100%

Aetna Casualty and Surety Co., The, 151 Farmington Ave., Hartford, CT 06156	11.4807836
Aetna Insurance Company, 55 Elm St., Hartford, CT 06115	2.3753345
Allstate Insurance Co., 8324 Skokie Blvd., Skokie, IL 60076	4.7506691
American Home Assurance Co., 102 Maiden La., New York, NY 10005	.6730115
American Motorists Insurance Co., Long Grove, IL 60049	.3958891
Centennial Insurance Co., 45 Wall St., New York, NY 10005	.3958891
Commercial Union Insurance Co., One Beacon St., Boston, MA 02108	3.4838240
Continental Casualty Co., CNA Plaza, Chicago, IL 60685	4.4339578
Continental Insurance Co., The, 80 Maiden La., New York, NY 10038	6.3342254
Federal Insurance Co., 51 John F. Kennedy Pkwy., Short Hills, NJ 07078	1.2668451
Fireman's Fund Insurance Co., 3333 California St., San Francisco, CA 94119	4.3547800
General Accident Fire and Life Assurance Corp., Ltd. 414 Walnut St., Philadelphia, PA 19105	1.3460229
Great American Insurance Co., 580 Walnut St., Cincinnati, OH 45201	1.3301873
Gulf Insurance Co., 3015 Cedar Springs, Dallas, TX 75221	.1583556
Hanover Insurance Co., The, 440 Lincoln St., Worcester, MA 01605	.4750669
Hartford Accident and Indemnity Co., Hartford Plaza, Hartford, CT 06115	7.9177818
Hartford Steam Boiler Insp. & Ins. Co., The, 56 Prospect St., Hartford, CT 06102	.4354780
Home Indemnity Co., The, 59 Maiden La., New York, NY 10038	2.7712236
Insurance Co. of North America, 1600 Arch Street, Philadelphia, PA 19101	6.3342250
Maryland Casualty Co., P.O. BOX 1228, Baltimore, MD 21203	1.5835564
Monarch Insurance Co. of Ohio, The, 19 Rector St., New York, NY 10006	.2771224
Northwestern National Ins. Co., 731 No. Jackson St., Milwaukee, WI 53202	.5542447
Pacific Indemnity Co., 3200 Wilshire Blvd., Los Angeles, CA 90054	.3167113
Peerless Insurance Co., 62 Maple Ave., Keene, NH 03431	.0989723
Phoenix Assurance Co. of New York, 80 Maiden La., New York, NY 10038	.4750669
Protective Insurance Co., 3100 No. Meridian St., Indianapolis, IN 46208	.1583556
Providence Washington Insurance Co., 20 Washington Place, Providence, RI 02903	.0989723
Puritan Insurance Company, 1515 Summer St., Stamford, CT 06905	.2375335
Reliance Insurance Company, 4 Penn Center Plaza, Philadelphia, PA 19103	1.2668451
Royal Globe Insurance Company, 150 William Street, New York, New York 10038	3.5630018
St. Paul Fire & Marine Ins. Co., 385 Washington St., St. Paul, MN 55102	3.9335540
Seaboard Surety Co., 90 William St., New York, NY 10038	.3167113
Security Insurance Company of Hartford, 1000 Asylum Ave., Hartford, CT 06101	1.0689005
State Farm Fire & Casualty Company, 112 East Washington St., Bloomington, IL 61701	.7917782
Transamerica Insurance Co., 1150 So. Olive St., Los Angeles, CA 90015	.6334225
Travelers Indemnity Company, The, One Tower Square, Hartford, CT 06115	11.2432501
United States Fidelity and Guaranty Co., P.O. BOX 1138, Baltimore, MD 21203	9.0262712
United States Fire Insurance Co., Madison Ave. at Canfield Rd., Morristown, NJ 07960	2.8504014
Zurich Insurance Co., 111 West Jackson Blvd., Chicago, IL 60604	.7917782

NE-77a

Attachment to Endorsement No. 52.

RECEIVED DOCUMENT
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