P.O. BOX 013100, MIAMI, FLORIDA 33101

FPL
FLORIDA POWER & LIGHT COMPANY

February 4, 1976
L-76-44

Regulatory Docket File

50-250/251/335

RECEIVED
MAR 12 1976
U.S. NUCLEAR REGULATORY COMMISSION
Mail Section

DOCKETED USNRC
MAR 1976

Office of Nuclear Reactor Regulation
ATTN: Mr. Roger Boyd, Director
Division of Project Management
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Dear Mr. Boyd:

Re: NELIA Policy No. NS-308 and
MAELU Policy No. MS-59

Enclosed are 5 copies of Nuclear Energy Liability Policy NS-308 and Mutual Atomic Energy Liability Underwriters Policy No. MS-59 (suppliers and transporters form) for coverage at both Turkey Point and St. Lucie Plants.

Yours very truly,

Robert E. Uhrig
Vice President

REU:nch
Enclosure

cc: Jack R. Newman, Esq. (w/copy)
Mr. J. D. Saltzman (cert copy)

1412

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMERICAN MUTUAL LIABILITY INSURANCE COMPANY, Wakefield, Massachusetts
EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF WISCONSIN, Wausau, Wisconsin
HARDWARE MUTUAL CASUALTY COMPANY, Stevens Point, Wisconsin
LIBERTY MUTUAL INSURANCE COMPANY, Boston, Massachusetts
LUMBERMENS MUTUAL CASUALTY COMPANY, Chicago, Illinois
MICHIGAN MUTUAL LIABILITY COMPANY, Detroit, Michigan

NUCLEAR ENERGY LIABILITY POLICY

(SUPPLIER'S AND TRANSPORTER'S FORM)

NUCLEAR ENERGY LIABILITY POLICY

(SUPPLIER'S AND TRANSPORTER'S FORM)

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMERICAN MUTUAL LIABILITY INSURANCE COMPANY, Wakefield, Massachusetts
EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF WISCONSIN, Wausau, Wisconsin
HARDWARE MUTUAL CASUALTY COMPANY, Stevens Point, Wisconsin
LIBERTY MUTUAL INSURANCE COMPANY, Boston, Massachusetts
LUMBERMENS MUTUAL CASUALTY COMPANY, Chicago, Illinois
MICHIGAN MUTUAL LIABILITY COMPANY, Detroit, Michigan

The undersigned members of Mutual Atomic Energy Liability Underwriters, hereinafter called the "companies," each for itself, severally and not jointly, and in the respective proportions hereinafter set forth, agree with the insured, named in the declarations made a part hereof, in consideration of the premium and in reliance upon the statements in the declarations and subject to the limit of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I **BODILY INJURY AND PROPERTY DAMAGE LIABILITY** To pay on behalf of the insured:

A. all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage caused by the nuclear energy hazard, and the companies shall defend any suit against the insured alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy; but the companies may make such investigation, negotiation and settlement of any claim or suit as they deem expedient;

B. costs taxed against the insured in any such suit and interest on any judgment therein;

C. premiums on appeal bonds and on bonds to release attachments in any such suit, but without obligation to apply for or furnish such bonds;

D. reasonable expenses, other than loss of earnings, incurred by the insured at the companies' request.

II **DEFINITION OF INSURED** The unqualified word "insured" includes the named insured and also includes any employee, officer, director or stockholder thereof while acting within the scope of his duties as such. If the named insured is a partnership, the unqualified word "insured" also includes any partner therein, but only with respect to his liability as such.

This insurance does not apply to any employee, as insured, with respect to bodily injury to another employee of the same employer arising out of and in the course of his employment.

Subject to Condition 3 and the other provisions of this policy, the insurance applies separately to each insured against whom claim is made or suit is brought.

III **DEFINITIONS** Wherever used in this policy:

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom, sustained by any person;

"property damage" means physical injury to or destruction or radioactive contamination of property, and loss of use of property so injured, destroyed or contaminated, and loss of use of property while evacuated or withdrawn from use because possibly so contaminated or because of imminent danger of such contamination;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and **"byproduct material"** have the meanings given them in the Atomic Energy Act of 1954, or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in any nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) or (2) thereof;

"radioactive isotope" means any byproduct material except such material (1) contained in spent fuel or waste, or (2) discharged or dispersed from any nuclear facility;

"nuclear facility" means "the facility" as defined in any Nuclear Energy Liability Policy (Facility Form) issued by the companies or by Nuclear Energy Liability Insurance Association. The term "nuclear facility" also means

(1) any nuclear reactor,

(2) any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing, or packaging waste,

(3) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of nuclear material;

"contract as defined herein" means (1) if in writing, a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement, or elevator or escalator maintenance agreement or (2) any written contract designated in Item 6 of the declarations.

IV **APPLICATION OF POLICY** This policy applies only to bodily injury or property damage (1) which is caused during the policy period by the nuclear energy hazard and (2) which is discovered and for which written claim is made against the insured, not later than two years after the end of the policy period.

EXCLUSIONS

This policy does not apply:

(a) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(b) except with respect to liability of another assumed by the insured under a contract as defined herein, to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured;

(c) to liability assumed by the insured under any contract or agreement, other than (1) an assumption in a contract as defined herein of the liability of any person or organization which would be imposed by law on such person or organization in the absence of an express assumption of liability or (2) a warranty of materials, parts or equipment;

(d) to bodily injury or property damage due to the manufacturing, handling, transportation, distribution or use by or on behalf of the named insured, in time of peace or war, of any nuclear weapon or other instrument of war utilizing special nuclear material or byproduct material; but this exclusion does not apply to watercraft until delivered to and accepted by the purchaser or owner thereof;

(e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(f) to property damage to any nuclear facility or any property thereat arising out of the possession, handling, use, storage or disposal of nuclear material at such nuclear facility, but this exclusion does not apply to aircraft, watercraft or vehicles licensed for highway use, provided such aircraft, watercraft or vehicles are not used in connection with the operation of such nuclear facility;

(g) to property damage to nuclear material in the course of transportation by or on behalf of the named insured, including handling or storage incidental thereto;

(h) to bodily injury or property damage arising out of

(1) the possession, transportation, handling, use, storage or disposal, outside the territorial limits of the United States of America, its territories or possessions, Puerto Rico or the Canal Zone, of nuclear material;

(2) or resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material contained in, or discharged or dispersed from, a nuclear reactor installed in any ship or vessel with respect to which a Nuclear Energy Liability Policy (Marine Form) has been issued by the companies or by Nuclear Energy Liability Insurance Association;

(3) the possession, handling, use, storage or disposal of nuclear material at any nuclear facility owned or operated by the named insured;

(4) nuclear material in the course of transportation, including handling or temporary storage incidental thereto, (a) to a nuclear facility owned or operated by the named insured from any other location, provided such transportation of such material from such other location is not by predetermination to be interrupted by the removal of such material from a transporting conveyance for any purpose other than the continuation of such transportation to such nuclear facility, or (b) from a nuclear facility owned or operated by the named insured to any other location, provided such transportation of such material shall be deemed to end when such material is removed from a transporting conveyance for any purpose other than continuation of such transportation;

(5) the disposal of waste;

(6) any radioactive isotope while away from any nuclear facility;

(i) to bodily injury or property damage with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

CONDITIONS

1 **PREMIUM** The named insured shall pay the companies the advance premium stated in the declarations, for the period from the effective date of this policy through December 31 following. Thereafter, at the beginning of each calendar year while this policy is in force, the named insured shall pay the advance premium for such year to the companies. The advance premium for each calendar year shall be stated in a written notice given by the companies to the named insured as soon as practicable prior to or after the beginning of such year.

Such advance premiums are estimated premiums only. As soon as practicable after each December 31 and after the termination of this policy, the earned premium for the preceding premium period shall be computed in accordance with the companies' rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed for any premium period exceeds the advance premium previously paid for such period, the named insured shall pay the excess to the companies; if less, the companies shall return to the named insured the unearned portion paid by such insured.

The named insured shall maintain records of the information necessary for premium computation and shall send copies of such records to the companies as directed, at the end of each calendar year, at the end of the policy period and at such other times during the policy period as the companies may direct.

2 **INSPECTION; SUSPENSION** The companies shall be permitted to inspect the insured's premises and operations and to examine and audit the insured's books and records at any time, as far as they relate to the subject matter of this insurance.

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 non-compliance with such request, a representative of the companies may, by 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.

3 **LIMIT OF LIABILITY; TERMINATION OF POLICY UPON EXHAUSTION OF LIMIT** Regardless of the number of persons and organizations who are insureds under this policy, and regardless of the number of claims made and suits brought against any or all insureds because of one or more occurrences resulting in bodily injury or property damage caused during the policy period by the nuclear energy hazard, the limit of the companies' liability stated in the declarations is the total liability of the companies for their obligations under this policy and the expenses incurred by the companies in connection with such obligations, including

(a) payments in settlement of claims and in satisfaction of judgments against the insureds for damages because of bodily injury or property damage and payments made under parts B, C and D of Insuring Agreement I;

(b) payments for expenses incurred in the investigation, negotiation, settlement and defense of any claim or suit, including, but not limited to, the cost of such services by salaried employees of the companies, fees and expenses of independent adjusters, attorneys' fees and disbursements, expenses for expert testimony, inspection and appraisal of property, examination, X-ray or autopsy or medical expenses of any kind;

(c) payments for expenses incurred by the companies in investigating an occurrence resulting in bodily injury or property damage or in minimizing its effects.

Each payment made by the companies in discharge of their obligations under this policy or for expenses incurred in connection with such obligations shall reduce by the amount of such payment the limit of the companies' liability under this policy.

If, during the policy period or subsequent thereto, the total of such payments made by the companies shall exhaust the limit of the companies' liability under this policy, all liability and obligations of the companies under this policy shall thereupon terminate and shall be conclusively presumed to have been discharged. This policy, if not theretofore canceled, shall thereupon automatically terminate.

Regardless of the number of years this policy shall continue in force and the number of premiums which shall be payable or paid, the limit of the companies' liability stated in the declarations shall not be cumulative from year to year.

4 **LIMITATION OF LIABILITY; MULTIPLE POLICIES** With respect to any occurrence or series of occurrences for which insurance is afforded under this policy and for which insurance (a) is afforded to any person or organization, whether or not an insured under this policy, under any other Nuclear Energy Liability Policy issued by the companies, or (b) would be afforded under any other such policy but for its termination upon exhaustion of its limit of liability

(1) the total aggregate liability of the companies under all Nuclear Energy Liability Policies (Supplier's and Transporter's Form), including this policy, affording insurance for such occurrence or series of occurrences shall be the sum of the limits of liability of all such policies, the limit of liability of each such policy being as determined by Condition 3 thereof, but in no event shall such total aggregate liability of the companies be greater than the amount by which $13,500,000 exceeds the sum of the limits of liability stated in the declarations of all Nuclear Energy Liability Policies (Facility Form) issued by the companies and affording insurance for such occurrence or series of occurrences, provided each such Nuclear Energy Liability Policy (Facility Form) issued by the companies shall, solely for the purpose of computing the total aggregate liability of the companies, be deemed to be in effect notwithstanding it has terminated upon exhaustion of its limit of liability; and

(2) if in the performance of the companies' obligations with respect to such occurrence or series of occurrences and in payment for expenses incurred in connection with such obligations the total of the payments made by the companies under any Nuclear Energy Liability Policy or Policies (Supplier's and Transporter's Form) shall exhaust such total aggregate liability of the companies, all liability and obligations of the companies under this policy with respect to such occurrence or series of occurrences shall thereupon terminate and shall be conclusively presumed to have been discharged, whether or not any of such payments have been charged against this policy.

The provisions of this condition shall not operate to increase the limit of the companies' liability under this policy.

5 **NOTICE OF OCCURRENCE, CLAIM OR SUIT** In the event of bodily injury or property damage to which this policy applies or of an occurrence which may give rise to claims therefor, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to Mutual Atomic Energy Liability Underwriters or the companies as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to Mutual Atomic Energy Liability Underwriters or the companies every demand, notice, summons or other process received by him or his representative.

6 **ASSISTANCE AND COOPERATION OF THE INSURED** The insured shall cooperate with the companies and, upon the companies' request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of any legal proceedings in connection with the subject matter of this insurance. The insured shall not, except at his own cost, make any payment, assume any obligation or incur any expense.

7 **ACTION AGAINST COMPANIES** No action shall lie against the companies or any of them unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the companies.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the companies or any of them as parties to any action against the insured to determine the insured's liability, nor shall the companies or any of them be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the companies of any of their obligations hereunder.

8 **SUBROGATION** In the event of any payment under this policy, the companies shall be subrogated to all the insured's rights of recovery therefor against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Prior to knowledge of bodily injury or property damage caused by the nuclear energy hazard the insured may waive in writing any right of recovery against any person or organization, but after such knowledge the insured shall not waive or otherwise prejudice any such right of recovery.

9 **OTHER INSURANCE** If the insurance afforded by this policy for loss or expense is concurrent with insurance afforded for such loss or expense by a Nuclear Energy Liability Policy (Supplier's and Transporter's Form) issued to the named insured by Nuclear Energy Liability Insurance Association, hereinafter called "concurrent insurance," the companies shall not be liable under this policy for a greater proportion of such loss or expense than the limit of liability stated in the declarations of this policy bears to the sum of such limit and the limit of liability stated in the declarations of such concurrent policy; provided, if the liability of the companies under this policy or the liability of Nuclear Energy Liability Insurance Association under such concurrent policy is reduced pursuant to Condition 4 of this policy or of such concurrent policy, the companies shall not be liable under this policy for a greater proportion of such loss or expense than the amount for which the companies would have been liable under this policy, had such concurrent policy not been issued, bears to the sum of such amount and the amount for which Nuclear Energy Liability Insurance Association would have been liable under such concurrent policy, had this policy not been issued.

If the insured has other valid and collectible insurance (other than such concurrent insurance) applicable to loss or expense covered by this policy, the insurance afforded by this policy shall be excess insurance over the applicable limit of liability of such other insurance.

10 **CHANGES** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the companies from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy executed by Mutual Atomic Energy Liability Underwriters on behalf of the companies.

11 **ASSIGNMENT** Assignment of interest by the named insured shall not bind the companies until their consent is endorsed hereon; if, however, the named insured shall die or be declared bankrupt or insolvent, this policy shall cover such insured's legal representative, receiver or trustee as an insured under this policy, but only with respect to his liability as such, and then only provided written notice of his appointment as legal representative, receiver or trustee is given to the companies within ten days after such appointment.

12 **CANCELATION** This policy may be canceled by the named insured by mailing to the companies written notice stating when, not less than thirty days thereafter, such cancelation shall be effective. This policy may be canceled by the companies by mailing to the named insured at the address shown in this policy written notice stating when, not less than ninety days thereafter, such cancelation shall be effective; provided in the event of non-payment of premium, this policy may be canceled by the companies by mailing to the named insured at the address shown in this policy written notice stating when, not less than thirty days thereafter, such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the companies shall be equivalent to mailing.

Upon termination or cancelation of this policy, other than as of the end of December 31 in any year, the earned premium for the period this policy has been in force since the preceding December 31 shall be computed in accordance with the following provisions:

(a) if this policy is terminated, pursuant to Condition 3, by reason of the exhaustion of the limit of the companies' liability, all premium theretofore paid or payable shall be fully earned;

(b) if the named insured cancels, the earned premium for such period shall be computed in accordance with the customary annual short rate table and procedure, provided if the named insured cancels after knowledge of bodily injury or property damage caused by the nuclear energy hazard, all premiums theretofore paid or payable shall be fully earned;

(c) if the companies cancel, the earned premium for such period shall be computed pro rata.

Premium adjustment, if any, may be made either at the time cancelation is effected or as soon as practicable after cancelation becomes effective, but payment or tender of unearned premium is not a condition of cancelation.

13 **COMPANY REPRESENTATION**

(a) Any notice, sworn statement or proof of loss which may be required by the provisions of this policy may be given to any one of the companies, and such notice, statement or proof of loss so given shall be valid and binding as to all companies.

(b) In any action or suit against the companies, service of process may be made on any one of them, and such service shall be deemed valid and binding service on all companies.

(c) Mutual Atomic Energy Liability Underwriters is the agent of the companies with respect to all matters pertaining to this insurance. All notices or other communications required by this policy to be given to the companies may be given to such agent, at its office at 919 North Michigan Avenue, Chicago 11, Illinois with the same force and effect as if given directly to the companies. Any requests, demands or agreements made by such agent shall be deemed to have been made directly by the companies.

14 **CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY** By acceptance of this policy the named insured agrees that the members of Mutual Atomic Energy Liability Underwriters liable under this policy, and the proportionate liability of each such member, may change from year to year. Any such change shall be stated in an endorsement entitled "Changes in Subscribing Companies and in Their Proportionate Liability" issued to form a part of this policy, duly executed on behalf of the companies subscribing such endorsement and mailed or delivered to the named insured, and the named insured further agrees that regardless of such changes:

(1) each company subscribing this policy upon its issuance shall be liable only for its stated proportion of any obligation assumed or expense incurred under this policy because of bodily injury or property damage caused, during the period from the effective date of this policy to the effective date of the first such endorsement, by the nuclear energy hazard;

(2) this policy shall remain continuously in effect from the effective date stated in the declarations until terminated in accordance with Condition 3 or Condition 12;

(3) neither the liability of any company nor the limit of liability stated in the declarations shall be cumulative from year to year.

15 **DECLARATIONS** By acceptance of this policy the named insured agrees that the statements in the declarations are the agreements and representations of the named insured, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements between the named insured and the companies or any of their agents relating to this insurance.

16 **MUTUAL POLICY CONDITION** This policy is nonassessable. The named insured is a member of each of the companies and shall participate, to the extent and upon the conditions fixed and determined by its board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

NUCLEAR ENERGY LIABILITY POLICY

No. MS-59

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMERICAN MUTUAL LIABILITY INSURANCE COMPANY
Wakefield, Massachusetts

EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF WISCONSIN
Wausau, Wisconsin

HARDWARE MUTUAL CASUALTY COMPANY
Stevens Point, Wisconsin

LIBERTY MUTUAL INSURANCE COMPANY
Boston, Massachusetts

LUMBERMENS MUTUAL CASUALTY COMPANY
Chicago, Illinois

MICHIGAN MUTUAL LIABILITY COMPANY
Detroit, Michigan

The named insured is hereby notified that by virtue of this policy he is a member of each of the companies and is entitled to vote either in person or by proxy at any and all meetings of each of the companies.

The annual meetings of each of the companies are held at the time and place stated herein.

This policy is nonassessable.

NOTICE OF ANNUAL MEETINGS

The annual meetings of AMERICAN MUTUAL LIABILITY INSURANCE COMPANY are held at its home office in Wakefield, Massachusetts, on the third Wednesday of March in each year, at eleven o'clock in the morning.

The annual meetings of EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF WISCONSIN are held at its home office in Wausau, Wisconsin, on the third Friday of February in each year, at ten o'clock in the morning.

The annual meetings of HARDWARE MUTUAL CASUALTY COMPANY are held at its home office in Stevens Point, Wisconsin, on the third Wednesday of April in each year, at nine o'clock in the morning.

The annual meetings of LIBERTY MUTUAL INSURANCE COMPANY are held at its home office in Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

The annual meetings of LUMBERMENS MUTUAL CASUALTY COMPANY are held at its home office in Chicago, Illinois, on the third Tuesday of May in each year, at eleven o'clock in the morning.

The annual meetings of MICHIGAN MUTUAL LIABILITY COMPANY are held at its home office in Detroit, Michigan, on the last Thursday of March in each year at 10:30 o'clock in the morning.

In Witness Whereof, each of the subscribing companies has caused this policy to be executed by it, attested on its behalf by an officer of Mutual Atomic Energy Liability Underwriters and duly countersigned on the declarations page by an authorized representative.

Subscribing Companies	Proportion of 100%
(1) American Mutual Liability Insurance Company	15 %
Secretary — Charles E. Hodges, President	
(2) Employers Mutual Liability Insurance Company of Wisconsin	15 %
Secretary — J M Switzer, President	
(3) Hardware Mutual Casualty Company	5 %
Secretary — J. P. Jacobs, President	
(4) Liberty Mutual Insurance Company	45 %
Secretary — Frank L. Farwell, President	
(5) Lumbermens Mutual Casualty Company	15 %
Secretary — H. B. Flanagan, President	
(6) Michigan Mutual Liability Company	5 %
Secretary — E. B. Dobson Jr., President	
	100 %

ATTEST: Richard E. Goodman

By .....
Mutual Atomic Energy Liability Underwriters

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

919 North Michigan Avenue, Chicago 11, Illinois

Nuclear Energy Liability Policy No. MS— 59
(Supplier's and Transporter's Form)

DECLARATIONS

Item 1. Named Insured Florida Power & Light Company

Address P. O. Box 3100 Miami, Florida
(No. Street Town or City State)

Item 2. Policy Period: Beginning at 12:01 A.M. on the 15th day of October, 1975, and continuing through the effective date of the cancelation or termination of this policy, standard time at the address of the named insured as stated herein.

Item 3. Description of Premises or Operations of the Named Insured:

Not Applicable

Item 4. The limit of the companies' liability is $ 28,125,000 subject to all the terms of this policy having reference thereto.

Item 5. Advance Premium $ 950.96

Item 6. Designation of contract: none

Item 7. These declarations and the schedules forming a part hereof give a complete description of the premises or operations of the named insured, insofar as they relate to the nuclear energy hazard, except as noted

No Exceptions

Date of Issue: October 22,1975

Countersigned by [signature]
Authorized Representative

PRINTED IN U.S.A.

Address of Mutual Atomic Energy Liability Underwriters Endorsement

It is agreed that the address of the Mutual Atomic Energy Liability Underwriters appearing on the declarations and in the "Company Representation" condition of the policy is amended to read:

"One East Wacker Drive, Chicago, Illinois 60601"

Effective Date of this Endorsement October 15, 1975 To form a part of Policy No. MS-59

Issued to Florida Power and Light Company

Date of Issue October 22, 1975

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By Richard L. Doughman

Endorsement No. 1 Countersigned by

AUTHORIZED REPRESENTATIVE

Amendment of Name of Member Company Endorsement

It is agreed that the name "SENTRY INSURANCE A MUTUAL COMPANY" is substituted for "HARDWARE MUTUAL CASUALTY COMPANY" wherever it appears in the policy.

Effective Date of this Endorsement: October 15, 1975 To form a part of Policy No. MS-59

Issued to: Florida Power and Light Company

Date of Issue: October 22, 1975

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By: Richard E. Goodman

Endorsement No. 2 Countersigned by _____

AUTHORIZED REPRESENTATIVE

Amendment of Condition 4 Endorsement

It is agreed that with respect to bodily injury and property damage caused after the effective date of this endorsement by the nuclear energy hazard the figure $13,500,000 stated in Condition 4 of the policy is amended to read $28,125,000.

Effective Date of this Endorsement October 15, 1975 To form a part of Policy No. MS-59

Issued to Florida Power and Light Company

Date of Issue October 22, 1975

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By Richard E. Goodman

Endorsement No. 3 Countersigned by _____

AUTHORIZED REPRESENTATIVE

PRINTED IN U.S.A.

INDUSTRY CREDIT RATING PLAN

PREMIUM ENDORSEMENT

It is agreed that Condition 1 of the policy is replaced by the following:

CONDITION 1. PREMIUM

(1) Definitions: With reference to the premium for this policy:

"advance premium", for any calendar year, is the estimated standard premium for that calendar year;

"standard premium", for any calendar year, is the premium for that calendar year computed in accordance with the companies' rules, rates, rating plans (other than the Industry Credit Rating Plan), premiums and minimum premiums applicable to this insurance;

"reserve premium" means that portion of the standard premium paid to the companies and specifically allocated under the Industry Credit Rating Plan for incurred losses. The amount of the "reserve premium" for this policy for any calendar year during which this policy is in force is the amount designated as such in the Standard Premium Endorsement for that calendar year;

"industry reserve premium", for any calendar year, is the sum of the reserve premiums for that calendar year for all Nuclear Energy Liability Policies issued by Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters and subject to the Industry Credit Rating Plan;

"policy refund ratio", for any calendar year, is the ratio of the named insured's reserve premium for that calendar year to the industry reserve premium for that calendar year;

"incurred losses" means the sum of:

(1) all losses and expenses paid by Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters, and

(2) all reserves for unpaid losses and Expenses as estimated by Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters

INDUSTRY CREDIT RATING PLAN

PREMIUM ENDORSEMENT (Cont.)

because of obligations assumed and the expenses incurred in connection with such obligations by members of Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters under all Nuclear Energy Liability Policies issued by Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters and subject to the Industry Credit Rating Plan;

"reserve for refunds", at the end of any calendar year, is the amount by which (1) the sum of all industry reserve premiums for the period from January 1, 1957 through the end of such calendar year exceeds (2) the total for the same period of (a) all incurred losses, valued as of the next following July 1, and (b) all reserve premium refunds made under the Industry Credit Rating Plan by members of Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters;

"industry reserve premium refund", for any calendar year, is determined by multiplying the reserve for refunds at the end of the ninth calendar thereafter by the ratio of the industry reserve premium for the calendar year for which the premium refund is being determined to the sum of such amount and the total industry reserve premiums for the next nine calendar years thereafter, provided that the industry reserve premium refund for any calendar year shall in no event be greater than the industry reserve premium for such calendar year.

(2) Payment of Advance and Standard Premiums. The named insured shall pay the companies the advance premium stated in the declarations, for the period from the effective date of this policy through December 31 following. Thereafter, at the beginning of each calendar year while this policy is in force, the named insured shall pay the advance premium for such year to the companies. The advance premium for each calendar year shall be stated in the Advance Premium Endorsement for such calendar year issued to the named insured as soon as practicalbe prior to or after the beginning of such year.

As soon as practicable after each December 31 and after the termination of this policy, the standard premium for the preceding calendar year shall be finally determined and stated in the Standard Premium Endorsement for that calendar year. If the standard premium so determined exceeds the advance premium previously paid for such calendar year, the named insured shall pay the excess to the companies; if less, the companies shall return to the named insured the excess portion paid by such insured.

INDUSTRY CREDIT RATING PLAN

PREMIUM ENDORSEMENT (Cont.)

The named insured shall maintain records of the information necessary for premium computation and shall send copies of such records to the companies as directed, at the end of each calendar year, at the end of the policy period and at such other times during the policy period as the companies may direct.

(3) Use of Reserve Premiums. All reserve premiums paid or payable for this policy may be used by the members of Mutual Atomic Energy Liability Underwriters to discharge their obligations with respect to incurred losses whether such losses are incurred under this policy or under any other policy issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters.

(4) Reserve Premium Refunds. A portion of the reserve premium for this policy for the first calendar year of any group of ten consecutive calendar years shall be returnable to the named insured provided there is a reserve for refunds at the end of the tenth calendar year.

(5) Computation of Reserve Premium Refunds. The reserve premium refund due the named insured for any calendar year shall be determined by multiplying any industry reserve premium refund for such calendar year by the policy refund ratio for such calendar year. The reserve premium refund for any calendar year shall be finally determined as soon as practicable after July 1 of the tenth calendar year thereafter.

(6) Final Premium. The final premium for this policy shall be the sum of standard premiums for each calendar year, or portion thereof, during which this policy remains in force less the sum of all refunds of reserve premiums due the named insured under the provisions of this Condition 1.

INDUSTRY CREDIT RATING PLAN
PREMIUM ENDORSEMENT (Cont.)

(7) Reserve Premium Refund Agreement. Each member of Mutual Atomic Energy Liability Underwriters subscribing this policy for any calendar year, or portion thereof, thereby agrees for itself, severally and not jointly, and in the respective proportion of its liability assumed under this policy for that calendar year, to return to the named insured that portion of any reserve premium refund due the named insured for that calendar year, determined in accordance with the provisions of this Condition 1.

Effective Date of this Endorsement October 15, 1975 To form a part of Policy No. MS-59

Issued to Florida Power and Light Company

Date of Issue October 22, 1975

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By Richard E. Graham

Endorsement No. 4 Countersigned by _____
AUTHORIZED REPRESENTATIVE

AMENDATORY ENDORSEMENT

(Substances Exposed to Radiation for Preservation and Other Purposes)

It is agreed that the policy does not apply:

(a) to bodily injury or property damage arising out of any condition in any substance which has been exposed by any person or organization to ionizing radiation for the purpose of preserving, pasteurizing, sterilizing, improving its quality or durability, changing the nature thereof, or any similar purpose, or

(b) to property damage to the substance exposed to such radiation; but part (a) of this exclusion does not apply to any substance so exposed for the purpose of making it radioactive.

Effective Date of this Endorsement: October 15, 1975 To form a part of Policy No. MS- 59

Issued to: Florida Power and Light Company

Date of Issue: October 23, 1975

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By Richard E. Goodman

Endorsement No. 5 Countersigned by _____

AUTHORIZED REPRESENTATIVE

NE 31

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

GENERAL AMENDATORY ENDORSEMENT
(SUPPLIER'S AND TRANSPORTER'S FORM)

It is agreed that:

I. Insuring Agreement II, "Definition of Insured", is replaced by the following:

"The unqualified word 'insured' includes:

(1) the named insured,

(2) any employee, officer, director or stockholder thereof while acting within the scope of his duties as such, and if the named insured is a partnership, any partner therein, but only with respect to his liability as such, and.

(3) any other person or organization with respect to his legal responsibility for damages because of bodily injury or property damage caused by the radioactive, toxic, explosive or other hazardous properties of source material, special nuclear material, spent fuel or waste in the course of transportation, including handling and temporary storage incidental thereto, by or on behalf of the named insured.

Subdivision (3) above does not include as an insured the United States of America or any of its agencies.

This insurance does not apply to any employee, as insured, with respect to bodily injury to another employee of the same employer arising out of and in the course of his employment.

Subject to Condition 3 and the other provisions of this policy, the insurance applies separately to each insured against whom claim is made or suit is brought."

II. Division (5) of Exclusion (h) is deleted.

III. This endorsement supersedes Endorsement NE-16 captioned GENERAL AMENDATORY ENDORSEMENT (SUPPLIER'S AND TRANSPORTER'S FORM).

Effective Date of this Endorsement October 15, 1975 To form a part of Policy No. MS-59

Issued to Florida Power and Light Company

Date of Issue October 27, 1975

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By [signature]

Endorsement No. 6 Countersigned by _____

AUTHORIZED REPRESENTATIVE

NE-16A(1/1/69)

AMENDATORY ENDORSEMENT
NUCLEAR ENERGY LIABILITY POLICY (SUPPLIER'S AND TRANSPORTER'S FORM)

It is agreed that:

I. The first sentence of the definition of nuclear facility is amended to read;

"nuclear facility" means "the facility" as defined in any Nuclear Energy Liability Policy (Facility Form) issued by Mutual Atomic Energy Liability Underwriters or by Nuclear Energy Liability Insurance Association;

II. Division (2) of Exclusion (h) is amended to read:

"(2) or resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material contained in, or discharged or dispersed from, a nuclear reactor installed in any ship or vessel with respect to which a Nuclear Energy Liability Policy (Marine Form) has been issued by Mutual Atomic Energy Liability Underwriters or by Nuclear Energy Liability Insurance Association;"

III. Condition 4 is replaced by the following:

LIMITATION OF LIABILITY: MULTIPLE POLICIES With respect to any occurrence or series of occurrences for which insurance is afforded under this policy and for which insurance (a) is afforded to any person or organization, whether or not an insured under this policy, under any other Nuclear Energy Liability Policy issued by Mutual Atomic Energy Liability Underwriters or (b) would be afforded under any other such policy but for its termination upon exhaustion of its limit of liability

(1) the total aggregate liability of the members of Mutual Atomic Energy Liability Underwriters under all Nuclear Energy Liability Policies (Supplier's and Transporter's Form), including this policy, affording insurance for such occurrence or series of occurrences shall be the sum of the limits of liability of all such policies, the limit of liability of each such policy being as determined by Condition 3 thereof, but in no event shall such total aggregate liability of such members be greater than the amount by which $13,500,000 exceeds the sum of the limits of liability stated in the declarations of all Nuclear Energy Liability Policies (Facility

Form) issued by Mutual Atomic Energy Liability Underwriters and affording insurance for such occurrence or series of occurrences, provided each such Nuclear Energy Liability Policy (Facility Form) issued by Mutual Atomic Energy Liability Underwriters shall, solely for the purpose of computing the total aggregate liability of members of Mutual Atomic Energy Liability Underwriters, be deemed to be in effect, notwithstanding it has terminated upon exhaustion of its limit of liability; and

(2) if in the performance of the obligations of the members of Mutual Atomic Energy Liability Underwriters with respect to such occurrence or series of occurrences and in payment for expenses incurred in connection with such obligations the total of the payments made by such members under any Nuclear Energy Liability Policy or Policies (Supplier's and Transporter's Form) shall exhaust such total aggregate liability of such members, all liability and obligations of the companies under this policy with respect to such occurrence or series of occurrences shall thereupon terminate and shall be conclusively presumed to have been discharged, whether or not any of such payments have been charged against this policy.

The provisions of this condition shall not operate to increase the limit of the companies' liability under this policy.

Effective Date of this Endorsement October 15, 1975 To form a part of Policy No. MS-59

Issued to Florida Power and Light Company

Date of Issue October 27, 1975

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By [signature]

Endorsement No. 7 Countersigned by _____

AUTHORIZED REPRESENTATIVE

ne-15

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Amendment of Exclusion (d) Endorsement
Nuclear Energy Liability Policy (Supplier's and Transporter's Form)

It is agreed that:

(1) Exclusion (d) is amended to read as follows:

(d) To bodily injury or property damage arising, directly or indirectly, out of an explosion, however caused, of an atomic weapon.

(2) The term "atomic weapon" has the meaning given it in the Atomic Energy Act of 1954, or in any law amendatory thereof.

Effective Date of this Endorsement October 15, 1975 To form a part of Policy No. MS-59

Issued to Florida Power and Light Company

Date of Issue October 27, 1975

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By Richard E. Goodman

Endorsement No. 8

NE 23

Countersigned by _____
AUTHORIZED REPRESENTATIVE

AMENDATORY ENDORSEMENT
(Limitation of Coverage for Source Material
and Extension of Application of Policy)

It is agreed that:

1. The insurance afforded by the policy with respect to source material applies only with respect to bodily injury or property damage arising out of source material with respect to which the insured under the policy is an insured under another nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters, or would be an insured under any such policy but for its termination upon exhaustion of its limits of liability.

2. Insuring Agreement IV of the policy captioned: "Application of Policy" is amended to read as follows:

   APPLICATION OF POLICY. This policy applies only to bodily injury or property damage (1) which is caused during the policy period by the nuclear energy hazard and (2) which is discovered and for which written claim is made against the insured, not later than ten years after the end of the policy period.

Effective Date of this Endorsement October 15, 1975 To form a part of Policy No. MS-59

Issued to Florida Power And Light Company

Date of Issue October 27, 1975

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By Richard E. Groshong

Endorsement No. 9 Countersigned by _____
AUTHORIZED REPRESENTATIVE

PRINTED IN U.S.A.

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM ENDORSEMENT
and
STANDARD PREMIUM ENDORSEMENT

Calendar Year 1975

1. ADVANCE PREMIUM

It is agreed that the Advance Premium due the companies for the calendar year designated above is $950.96

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 $950.96.

Reserve Premium $637.14.

Effective Date of this Endorsement October 15, 1975 To form a part of Policy No. MS-59

Issued to Florida Power and Light Company

Date of Issue October 27, 1975

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By Richard E. Goodman

Endorsement No. 10 Countersigned by _____

AUTHORIZED REPRESENTATIVE

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

ADVANCE PREMIUM ENDORSEMENT
and
STANDARD PREMIUM ENDORSEMENT

Calendar Year 1976

1. ADVANCE PREMIUM

It is agreed that the Advance Premium due the companies for the calendar year designated above is $ 4,443.75

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 $ 4,443.75.

Reserve Premium $ 3,087.00.

Effective Date of this Endorsement January 1, 1976 To form a part of Policy No. MS-59

Issued to Florida Power and Light Co.

Date of Issue December 15, 1975

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By Richard E. Goodman

Associated Mutuals

Endorsement No. 11 Countersigned by W. H. Griffith Jr.

AUTHORIZED REPRESENTATIVE

NUCLEAR ENERGY LIABILITY POLICY

(SUPPLIER'S and TRANSPORTER'S FORM)

The undersigned members of Nuclear Energy Liability Insurance Association, hereinafter called the "companies," each for itself, severally and not jointly, and in the respective proportions hereinafter set forth, agree with the insured, named in the declarations made a part hereof, in consideration of the premium and in reliance upon the statements in the declarations and subject to the limit of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I BODILY INJURY AND PROPERTY DAMAGE LIABILITY

To pay on behalf of the insured:

A. all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage caused by the nuclear energy hazard, and the companies shall defend any suit against the insured alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy; but the companies may make such investigation, negotiation and settlement of any claim or suit as they deem expedient;

B. costs taxed against the insured in any such suit and interest on any judgment therein;

C. premiums on appeal bonds and on bonds to release attachments in any such suit, but without obligation to apply for or furnish such bonds;

D. reasonable expenses, other than loss of earnings, incurred by the insured at the companies' request.

II DEFINITION OF INSURED The unqualified word "insured" includes the named insured and also includes any employee, officer, director or stockholder thereof while acting within the scope of his duties as such. If the named insured is a partnership, the unqualified word "insured" also includes any partner therein, but only with respect to his liability as such.

This insurance does not apply to any employee, as insured, with respect to bodily injury to another employee of the same employer arising out of and in the course of his employment.

Subject to Condition 3 and the other provisions of this policy, the insurance applies separately to each insured against whom claim is made or suit is brought.

III DEFINITIONS Wherever used in this policy:

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom, sustained by any person;

"property damage" means physical injury to or destruction or radioactive contamination of property, and loss of use of property so injured, destroyed or contaminated, and loss of use of property while evacuated or withdrawn from use because possibly so contaminated or because of imminent danger of such contamination;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and *"byproduct material"* have the meanings given them in the Atomic Energy Act of 1954, or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in any nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) or (2) thereof;

"radioactive isotope" means any byproduct material except such material (1) contained in spent fuel or waste, or (2) discharged or dispersed from any nuclear facility;

"nuclear facility" means "the facility" as defined in any Nuclear Energy Liability Policy (Facility Form) issued by the companies or by Mutual Atomic Energy Liability Underwriters. The term "nuclear facility" also means

(1) any nuclear reactor,

(2) any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing, or packaging waste,

(3) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of nuclear material;

"contract as defined herein" means (1) if in writing, a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement, or elevator or escalator maintenance agreement or (2) any written contract designated in Item 6 of the declarations.

IV APPLICATION OF POLICY This policy applies only to bodily injury or property damage (1) which is caused during the policy period by the nuclear energy hazard and (2) which is discovered and for which written claim is made against the insured, not later than two years after the end of the policy period.

EXCLUSIONS

This policy does not apply:

(a) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(b) except with respect to liability of another assumed by the insured under a contract as defined herein, to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured;

(c) to liability assumed by the insured under any contract or agreement, other than (1) an assumption in a contract as defined herein of the liability of any person or organization which would be imposed by law on such person or organization in the absence of an express assumption of liability or (2) a warranty of materials, parts or equipment;

(d) to bodily injury or property damage due to the manufacturing, handling, transportation, distribution or use by or on behalf of the named insured, in time of peace or war, of any nuclear weapon or other instrument of war utilizing special nuclear material or byproduct material; but this exclusion does not apply to watercraft until delivered to and accepted by the purchaser or owner thereof;

(e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(f) to property damage to any nuclear facility or any property thereat arising out of the possession, handling, use, storage or disposal of nuclear material at such nuclear facility, but this exclusion does not apply to aircraft, watercraft or vehicles licensed for highway use, provided such aircraft, watercraft or vehicle are not used in connection with the operation of such nuclear facility;

(g) to property damage to nuclear material in the course of transportation by or on behalf of the named insured, including handling or storage incidental thereto;

(h) to bodily injury or property damage arising out of

(1) the possession, transportation, handling, use, storage or disposal, outside the territorial limits of the United States of America, its territories or possessions, Puerto Rico or the Canal Zone, of nuclear material;

(2) or resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material contained in, or discharged or dispersed from, a nuclear reactor installed in any ship or vessel with respect to which a Nuclear Energy Lia-

bility Policy (Marine Form) has be[illegible]ued by the companies or by Mutual Atomic Energy Liab[illegible] Underwriters;

(3) the possession, handling, use, storage or disposal of nuclear material at any nuclear facility owned or operated by the hamed insured;

(4) nuclear material in the course of transportation, including handling or temporary storage incidental thereto, (a) to a nuclear facility owned or operated by the named insured from any other location, provided such transportation of such material from such other location is not by predetermination to be interrupted by the removal of such material from a transporting conveyance for any purpose other than the continuation of such transportation to such nuclear facility, or (b) from a nuclear facility owned or operated by the named insured to a[illegible]er location, provided such transportation of such materia[illegible]ll be deemed to end when such material is removed from a transporting conveyance for any purpose other than continuation of such transportation;

(5) the disposal of waste; End 2c

(6) any radioactive isotope while away from any nuclear facility;

(i) to bodily injury or property damage with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

CONDITIONS

1 **PREMIUM** The named insured shall pay the companies the advance premium stated in the declarations, for the period from the effective date of this policy through December 31 following. Thereafter, at the beginning of each calendar year while this policy is in force, the named insured shall pay the advance premium for such year to the companies. The advance premium for each calendar year shall be stated in a written notice given by the companies to the named insured as soon as practicable prior to or after the beginning of such year.

Such advance premiums are estimated premiums only. As soon as practicable after each December 31 and after the termination of this policy, the earned premium for the preceding premium period shall be computed in accordance with the companies' rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed for any premium period exceeds the advance premium previously paid for such period, the name insured shall pay the excess to the companies; if less, the companies shall return to the named insured the unearned portion paid by such insured.

The named insured shall maintain records of the information necessary for premium computation and shall send copies of such records to the companies as directed, at the end of each calendar year, at the end of the policy period and at such other times during the policy period as the companies may direct.

2 **INSPECTION; SUSPENSION** The companies shall be permitted to inspect the insured's premises and operations and to examine and audit the insured's books and records at any time, as far as they relate to the subject matter of this insurance.

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 non-compliance with such request, a representative of the companies may, by 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.

3 **LIMIT OF LIABILITY; TERMINATION OF POLICY UPON EXHAUSTION OF LIMIT** Regardless of the number of persons and organizations who are insureds under this policy, and regardless of the number of claims made and suits brought against any or all insureds because of one or more occurrences resulting in bodily injury or property damage caused during the policy period by the nuclear energy hazard, the limit of the companies' liability stated in the declarations is the total liability of the companies for their obligations under this policy and the expenses incurred by the companies in connection with such obligations, including

(a) payments in settlement of claims and in satisfaction of judgments against the insureds for damages because of bodily injury or property damage and payments made under parts B, C and D of Insuring Agreement I;

(b) payments for expenses incurred in the investigation, negotiation, settlement and defense of any claim or suit, including, but not limited to, the cost of such services by salaried employees of the companies, fees and expenses of independent adjusters, attorneys' fees and disbursements, expenses for expert testimony, inspection and appraisal of property, examination, X-ray or autopsy or medical expenses of any kind;

(c) payments for expenses incurred by the companies in investigating an occurrence resulting in bodily injury or property damage or in minimizing its effects.

Each payment made by the companies in discharge of their obligations under this policy or for expenses incurred in connection with such obligations shall reduce by the amount of such payment the limit of the companies' liability under this policy.

If, during the policy period or subsequent thereto, the total of such payments made by the companies shall exhaust the limit of the companies' liability under this policy, all liability and obligations of the companies under this policy shall thereupon terminate and shall be conclusively presumed to have been discharged. This policy, if not theretofore canceled, shall thereupon automatically terminate.

Regardless of the number of years this policy shall continue in force and the number of premiums which shall be payable or paid, the limit of the companies' liability stated in the declarations shall not be cumulative from year to year.

4 **LIMITATION OF LIABILITY; MULTIPLE POLICIES** With respect to any occurrence or series of occurrences for which insurance is afforded under this policy and for which insurance (a) is afforded to any person or organization, whether or not an insured under this policy, under any other Nuclear Energy Liability Policy issued by the companies, or (b) would be afforded under any other such policy but for its termination upon exhaustion of its limit of liability

(1) the total aggregate liability of the companies under all Nuclear Energy Liability Policies (Supplier's and Transporter's Form), including this policy, affording insurance for such occurrence or series of occurrences shall be the sum of the limits of liability of all such policies, the limit of liability of each such policy being as determined by Condition 3 thereof, but in no event shall such total aggregate liability of the companies be greater than the amount by which $46,500,000 exceeds the sum of the limits of liability stated in the declarations of all Nuclear Energy Liability Policies (Facility Form) issued by the companies and affording insurance for such occurrence or series of occurrences, provided each such Nuclear Energy Liability Policy (Facility Form) issued by the companies shall, solely for the purpose of computing the total aggregate liability of the companies, be deemed to be in effect notwithstanding it has terminated upon exhaustion of its limit of liability; and

(2) if in the performance of the companies' obligations with respect to such occurrence or series of occurrences and in payment for expenses incurred in connection with such obligations the total of the payments made by the companies under any Nuclear Energy Liability Policy or Policies (Supplier's and Transporter's Form) shall exhaust such total aggregate liability of the companies, all liability and obligations of the companies under this policy with respect to such occurrence or series of occurrences shall thereupon terminate and shall be conclusively presumed to have been discharged, whether or not any of such payments have been charged against this policy.

The provisions of this condition shall not operate to increase the limit of the companies' liability under this policy.

5 **NOTICE OF OCCURRENCE, CLAIM OR SUIT** In the event of bodily injury or property damage to which this policy applies or of an occurrence which may give rise to claims therefor, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to Nuclear Energy Liability Insurance Association or the companies as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to Nuclear Energy Liability Insurance Association or the companies every demand, notice, summons or other process received by him or his representative.

6 **ASSISTANCE AND COOPERATION OF THE INSURED** The insured shall cooperate with the companies and, upon the companies' request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of any legal proceedings in connection with the subject matter of this insurance. The insured shall not, except at his own cost, make any payment, assume any obligation or incur any expense.

7 **ACTION AGAINST COMPANIES** No action shall lie against the companies or any of them unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined, either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the companies.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the companies or any of them as parties to any action against the insured to determine the insured's liability, nor shall the companies or any of them be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the companies of any of their obligations hereunder.

8 **SUBROGATION** In the event of any payment under this policy, the companies shall be subrogated to all the insured's rights of recovery therefor against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Prior to knowledge of bodily injury or property damage caused by the nuclear energy hazard the insured may waive in writing any right of recovery against any person or organization, but after such knowledge the insured shall not waive or otherwise prejudice any such right of recovery.

9 **OTHER INSURANCE** If the insurance afforded by this policy for loss or expense is concurrent with insurance afforded for such loss or expense by a Nuclear Energy Liability Policy (Supplier's and Transporter's Form) issued to the named insured by Mutual Atomic Energy Liability Underwriters, hereinafter called "concurrent insurance," the companies shall not be liable under this policy for a greater proportion of such loss or expense than the limit of liability stated in the declarations of this policy bears to the sum of such limit and the limit of liability stated in the declarations of such concurrent policy; provided, if the liability of the companies under this policy or the liability of Mutual Atomic Energy Liability Underwriters under such concurrent policy is reduced pursuant to Condition 4 of this policy or of such concurrent policy, the companies shall not be liable under this policy for a greater proportion of such loss or expense than the amount for which the companies would have been liable under this policy, had such concurrent policy not been issued, bears to the sum of such amount and the amount for which Mutual Atomic Energy Liability Underwriters would have been liable under such concurrent policy, had this policy not been issued.

If the insured has other valid and collectible insurance (other than such concurrent insurance) applicable to loss or expense covered by this policy, the insurance afforded by this policy shall be excess insurance over the applicable limit of liability of such other insurance.

10 **CHANGES** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the companies from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy executed by Nuclear Energy Liability Insurance Association on behalf of the companies.

11 **ASSIGNMENT** Assignment of interest by the named insured shall not bind the companies until their consent is endorsed hereon; if, however, the named insured shall die or be declared bankrupt or insolvent, this policy shall cover such insured's legal representative, receiver or trustee as an insured under this policy, but only with respect to his liability as such, and then only provided written notice of his appointment as legal representative, receiver or trustee is given to the companies within ten days after such appointment.

12 **CANCELATION** This policy may be canceled by the named insured by mailing to the companies written notice stating when, not less than thirty days thereafter, such cancelation shall be effective. This policy may be canceled by the companies by mailing to the named insured at the address shown in this policy written notice stating when, not less than ninety days thereafter, such cancelation shall be effective; provided in the event of non-payment of premium, this policy may be canceled by the companies by mailing to the named insured at the address shown in this policy written notice stating when, not less than thirty days thereafter, such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the companies shall be equivalent to mailing.

Upon termination or cancelation of this policy, other than as of the end of December 31 in any year, the earned premium for the period this policy has been in force since the preceding December 31 shall be computed in accordance with the following provisions:

(a) if this policy is terminated, pursuant to Condition 3, by reason of the exhaustion of the limit of the companies' liability, all premium theretofore paid or payable shall be fully earned;

(b) if the named insured cancels, the earned premium for such period shall be computed in accordance with the customary annual short rate table and procedure, provided if the named insured cancels after knowledge of bodily injury or property damage caused by the nuclear energy hazard, all premiums theretofore paid or payable shall be fully earned;

(c) if the companies cancel, the earned premium for such period shall be computed pro rata.

Premium adjustment, if any, may be made either at the time cancelation is effected or as soon as practicable after cancelation becomes effective, but payment or tender of unearned premium is not a condition of cancelation.

13 **COMPANY REPRESENTATION**

(a) Any notice, sworn statement or proof of loss which may be required by the provisions of this policy may be given to any one of the companies, and such notice, statement or proof of loss so given shall be valid and binding as to all companies.

(b) In any action or suit against the companies, service of process may be made on any one of them, and such service shall be deemed valid and binding service on all companies.

(c) Nuclear Energy Liability Insurance Association is the agent of the companies with respect to all matters pertaining to this insurance. All notices or other communications required by this policy to be given to the companies may be given to such agent, at its office at 60 John Street, New York 38, New York with the same force and effect as if given directly to the companies. Any requests, demands or agreements made by such agent shall be deemed to have been made directly by the companies.

14 **CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY** By acceptance of this policy the named insured agrees that the members of Nuclear Energy Liability Insurance Association liable under this policy, and the proportionate liability of each such member, may change from year to year, and further agrees that regardless of such changes:

(1) each company subscribing this policy upon its issuance shall be liable only for its stated proportion of any obligation assumed or expense incurred under this policy because of bodily injury or property damage caused, during the period from the effective date of this policy to the close of December 31 next following, by the nuclear energy hazard; for each subsequent calendar year, beginning January 1 next following the effective date of this policy, the subscribing companies and the proportionate liability of each such company shall be stated in an endorsement issued to form a part of this policy, duly executed and attested by the General Manager of Nuclear Energy Liability Insurance Association on behalf of each such company, and mailed or delivered to the named insured;

(2) this policy shall remain continuously in effect from the effective date stated in the declarations until terminated in accordance with Condition 3 or Condition 12;

(3) neither the liability of any company nor the limit of liability stated in the declarations shall be cumulative from year to year.

15 **DECLARATIONS** By acceptance of this policy the named insured agrees that the statements in the declarations are the agreements and representations of the named insured, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements between the named insured and the companies or any of their agents relating to this insurance.

IN WITNESS WHEREOF, each of the subscribing companies has caused this policy to be executed and attested on its behalf by the General Manager of Nuclear Energy Liability Insurance Association and duly countersigned on the declarations page by an authorized representative.

For the subscribing companies

By _____ General Manager

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

127 John Street, New York, New York 10038

Nuclear Energy Liability Policy No. NS— 308
(Supplier's and Transporter's Form)

DECLARATIONS

Item 1. Named Insured Florida Power & Light Company

Address P. O. Box 3100 (No. Street) Miami, (Town or City) Florida (State)

Item 2. Policy Period: Beginning at 12:01 A.M. on the 15th day of October, 19 75, and continuing through the effective date of the cancelation or termination of this policy, standard time at the address of the named insured as stated herein.

Item 3. Description of Premises or Operations of the Named Insured: Not Applicable

Item 4. The limit of the companies' liability is $ 96,875,000.00 subject to all the terms of this policy having reference thereto.

Item 5. Advance Premium $ 3,275.54.

Item 6. Designation of contract: None

Item 7. These declarations and the schedules forming a part hereof give a complete description of the premises or operations of the named insured, insofar as they relate to the nuclear energy hazard, except as noted No exceptions

Date of Issue October 15, 19 75, Countersigned by [signature]
Authorized Representative

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDATORY ENDORSEMENT
(Supplier's and Transporter's Form)

It is agreed that:

I. The first sentence of the definition of nuclear facility is amended to read:

"nuclear facility" means "the facility" as defined in any Nuclear Energy Liability Policy (Facility Form) issued by Nuclear Energy Liability Insurance Association or by Mutual Atomic Energy Liability Underwriters.

II. Division (2) of Exclusion (h) is amended to read:

"(2) or resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material contained in, or discharged or dispersed from, a nuclear reactor installed in any ship or vessel with respect to which a Nuclear Energy Liability Policy (Marine Form) has been issued by Nuclear Energy Liability Insurance Association or by Mutual Atomic Energy Liability Underwriters;"

III. Condition 4 is replaced by the following:

LIMITATION OF LIABILITY; MULTIPLE POLICIES With respect to any occurrence or series of occurrences for which insurance is afforded under this policy and for which insurance (a) is afforded to any person or organization, whether or not an insured under this policy, under any other Nuclear Energy Liability Policy issued by Nuclear Energy Liability Insurance Association or (b) would be afforded under any other such policy but for its termination upon exhaustion of its limit of liability

(1) the total aggregate liability of the members of Nuclear Energy Liability Insurance Association under all Nuclear Energy Liability Policies (Supplier's and Transporter's Form), including this policy, affording insurance for such occurrence or series of occurrences shall be the sum of the limits of liability of all such policies, the limit of liability of each such policy being as determined by Condition 3 thereof, but in no event shall such total aggregate liability of such members be greater than the amount by which $46,500,000 exceeds the sum of the limits of liability stated in the declarations of all Nuclear Energy Liability Policies (Facility Form) issued by Nuclear Energy Liability Insurance Association and affording insurance for such occurrence or series of occurrences, provided each such Nuclear Energy Liability Policy (Facility Form) issued by Nuclear Energy Liability Insurance Association shall, solely for the purpose of computing the total aggregate liability of members of Nuclear Energy Liability Insurance Association, be deemed to be in effect, notwithstanding it has terminated upon exhaustion of its limit of liability; and

(2) if in the performance of the obligations of the members of Nuclear Energy Liability Insurance Association with respect to such occurrence or series of occurrences and in payment for expenses incurred in connection with such obligations the total of the payments made by such members under any Nuclear Energy Liability Policy or Policies (Supplier's and Transporter's Form) shall exhaust such total aggregate liability of such members, all liability and obligations of the companies under this policy with respect to such occurrence or series of occurrences shall thereupon terminate and shall be conclusively presumed to have been discharged, whether or not any of such payments have been charged against this policy.

The provisions of this condition shall not operate to increase the limit of the companies' liability under this policy.

Effective Date of this Endorsement October 15, 1975 12:01 A.M. Standard Time To form a part of Policy No. NS-308

Issued to Florida Power & Light Company

Date of Issue October 15, 1975

For the subscribing companies

By General Manager

Countersigned by

Endorsement No. 1

Supplier's and Transporter's Form 1-1-61

NE-18 PAGE 2

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

GENERAL AMENDATORY ENDORSEMENT
(SUPPLIER'S AND TRANSPORTER'S FORM)

It is agreed that

I. Insuring Agreement II, "Definition of Insured," is replaced by the following:

"The unqualified word 'insured' includes:

(1) the named insured,

(2) any employee, officer, director or stockholder thereof while acting within the scope of his duties as such, and if the named insured is a partnership, any partner therein, but only with respect to his liability as such, and

(3) any other person or organization with respect to his legal responsibility for damages because of bodily injury or property damage caused by the radioactive, toxic, explosive or other hazardous properties of nuclear material in the course of transportation, including handling and temporary storage incidental thereto, by or on behalf of the named insured.

Subdivision (3) above does not include as an insured the United States of America or any of its agencies.

This insurance does not apply to any employee, as insured, with respect to bodily injury to another employee of the same employer arising out of and in the course of his employment.

Subject to Condition 3 and the other provisions of this policy, the insurance applies separately to each insured against whom claim is made or suit is brought."

II. Division (5) of Exclusion (h) is deleted.

Effective Date of this Endorsement October 15, 1975 12:01 A.M. Standard Time To form a part of Policy No. NS-308

Issued to Florida Power & Light Company

Date of Issue October 15, 1975

For the subscribing companies

By Joseph Marrone
General Manager

Countersigned by

Endorsement No. 2

NX-16

INDUSTRY CREDIT RATING PLAN PREMIUM ENDORSEMENT

It is agreed that Condition 1 of the policy is replaced by the following:

CONDITION 1. PREMIUM

(1) Definitions: With reference to the premium for this policy:

"advance premium", for any calendar year, is the estimated *standard premium* for that calendar year;

"standard premium", for any calendar year, is the premium for that calendar year computed in accordance with the companies' rules, rates, rating plans (other than the Industry Credit Rating Plan), premiums and minimum premiums applicable to this insurance;

"reserve premium" means that portion of the *standard premium* paid to the companies and specifically allocated under the Industry Credit Rating Plan for *incurred losses*. The amount of the *"reserve premium"* for this policy for any calendar year during which this policy is in force is the amount designated as such in the Standard Premium Endorsement for that calendar year;

"industry reserve premium", for any calendar year, is the sum of the *reserve premiums* for that calendar year for all Nuclear Energy Liability Policies issued by Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters and subject to the Industry Credit Rating Plan;

"policy refund ratio", for any calendar year, is the ratio of the named insured's *reserve premium* for that calendar year to the *industry reserve premium* for that calendar year;

"incurred losses" means the sum of:

(1) all losses and expenses paid by Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters, and

(2) all reserves for unpaid losses and expenses as estimated by Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters

because of obligations assumed and the expenses incurred in connection with such obligations by members of Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters under all Nuclear Energy Liability Policies issued by Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters and subject to the Industry Credit Rating Plan;

"reserve for refunds", at the end of any calendar year, is the amount by which (1) the sum of all *industry reserve premiums* for the period from January 1, 1957 through the end of such calendar year exceeds (2) the total for the same period of (a) all *incurred losses*, valued as of the next following July 1, and (b) all *reserve premium refunds* made under the Industry Credit Rating Plan by members of Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters;

"industry reserve premium refund", for any calendar year, is determined by multiplying the *reserve for refunds* at the end of the ninth calendar year thereafter by the ratio of the *industry reserve premium* for the calendar year for which the premium refund is being determined to the sum of such amount and the total *industry reserve premiums* for the next nine calendar years thereafter, provided that the *industry reserve premium refund* for any calendar year shall in no event be greater than the *industry reserve premium* for such calendar year.

(2) *Payment of Advance and Standard Premiums* The named insured shall pay the companies the *advance premium* stated in the declarations, for the period from the effective date of this policy through December 31 following. Thereafter, at the beginning of each calendar year while this policy is in force, the named insured shall pay the *advance premium* for such year to the companies. The *advance premium* for each calendar year shall be stated in the Advance Premium Endorsement for such calendar year issued to the named insured as soon as practicable prior to or after the beginning of such year.

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

As soon as practicable after each December 31 and after the termination of this policy, the *standard premium* for the preceding calendar year shall be finally determined and stated in the Standard Premium Endorsement for that calendar year. If the *standard premium* so determined exceeds the *advance premium* previously paid for such calendar year, the named insured shall pay the excess to the companies; if less, the companies shall return to the named insured the excess portion paid by such insured.

The named insured shall maintain records of the information necessary for premium computation and shall send copies of such records to the companies as directed, at the end of each calendar year, at the end of the policy period and at such other times during the policy period as the company may direct.

(3) *Use of Reserve Premiums* All *reserve premiums* paid or payable for this policy may be used by the members of Nuclear Energy Liability Insurance Association to discharge their obligations with respect to *incurred losses* whether such losses are incurred under this policy or under any other policy issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters.

(4) *Reserve Premium Refunds* A portion of the *reserve premium* for this policy for the first calendar year of any group of ten consecutive calendar years shall be returnable to the named insured provided there is a *reserve for refunds* at the end of the tenth calendar year.

(5) *Computation of Reserve Premium Refunds* The *reserve premium refund* due the name insured for any calendar year shall be determined by multiplying any *industry reserve premium refund* for such calendar year by the *policy refund ratio* for such calendar year. The *reserve premium refund* for any calendar year shall be finally determined as soon as practicable after July 1 of the tenth calendar year thereafter.

(6) *Final Premium* The final premium for this policy shall be the sum of the *standard premiums* for each calendar year, or portion thereof, during which this policy remains in force less the sum of all refunds of *reserve premiums* due the named insured under the provisions of this Condition 1.

(7) *Reserve Premium Refund Agreement* Each member of Nuclear Energy Liability Insurance Association subscribing this policy for any calendar year, or portion thereof, thereby agrees for itself, severally and not jointly, and in the respective proportion of its liability assumed under this policy for that calendar year, to return to the named insured that portion of any *reserve premium refund* due the named insured for that calendar year, determined in accordance with the provisions of this Condition 1.

Effective Date of this Endorsement October 15, 1975 12:01 A.M. Standard Time To form a part of Policy No. NS-308

Issued to Florida Power & Light Company

Date of Issue October 15, 1975

For the subscribing companies

By _____ General Manager

Countersigned by _____

Endorsement No. 3

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDMENT OF EXCLUSION (d) ENDORSEMENT
NUCLEAR ENERGY LIABILITY POLICY (SUPPLIER'S AND TRANSPORTER'S FORM)

It is agreed that:

(1) Exclusion (d) is amended to read as follows:

(d) to bodily injury or property damage arising, directly or indirectly, out of an explosion, however caused, of an atomic weapon.

(2) The term "atomic weapon" has the meaning given it in the Atomic Energy Act of 1954, or in any law amendatory thereof.

Effective Date of this Endorsement October 15, 1975 12:01 A.M. Standard Time To form a part of Policy No. NS-308

Issued to Florida Power & Light Company

Date of Issue October 15, 1975

For the Subscribing Companies

By [signature]
General Manager

Countersigned by

Endorsement No. 4

NE-23

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDATORY ENDORSEMENT

(Substances Exposed to Radiation for Preservation and Other Purposes)

It is agreed that the policy does not apply:

(a) to bodily injury or property damage arising out of any condition in any substance which has been exposed by any person or organization to ionizing radiation for the purpose of preserving, pasteurizing, sterilizing, improving its quality or durability, changing the nature thereof, or any similar purpose, or

(b) to property damage to the substance exposed to such radiation; but part (a) of this exclusion does not apply to any substance so exposed for the purpose of making it radioactive

Effective Date of this Endorsement October 15, 1975 12:01 A.M. Standard Time To form a part of Policy No. NS-308

Issued to Florida Power & Light Company

Date of Issue October 15, 1975

For the Subscribing Companies

By [signature] General Manager

Countersigned by

Endorsement No. 5

NE-31

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

Address of Nuclear Energy Liability Insurance Association Endorsement

It is agreed that the address of the Nuclear Energy Liability Insurance Association appearing in the "Company Representation" condition of the policy is amended to read:

The Exchange
Farmington Avenue
Farmington, Connecticut 06032

Effective Date of this Endorsement October 15, 1975 12:01 A.M. Standard Time

To form a part of Policy No. NS-308

Issued to Florida Power & Light Company

Date of Issue October 15, 1975

For the Subscribing Companies

By Joseph Mancuso
General Manager

Countersigned by

Endorsement No. 6

NE 37B (4/1/74)

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

Calendar Year 1975

It is agreed that Item 5 of the Declarations "Advance Premium: is amended to read:

ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: $ 3,275.54

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 is said Advance Premium and the Reserve Premium is: $ 2,194.61 .

Effective Date of this Endorsement October 15, 1975 12:01 A.M. Standard Time To form a part of Policy No. NS-308

Issued to Florida Power & Light Company

Date of Issue October 15, 1975

For the Subscribing Companies

By [signature]
General Manager

Countersigned by [signature]

Endorsement No. 7

NE-41

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDATORY ENDORSEMENT
(Limitation of Coverage for Source Material and Extension of Application of Policy)

It is agreed that:

1. The insurance afforded by the policy with respect to source material applies only with respect to bodily injury or property damage arising out of source material with respect to which the insured under the policy is an insured under another nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters, or would be an insured under any such policy but for its termination upon exhaustion of its limits of liability.

2. Insuring Agreement IV of the policy captioned, "Application of Policy" is amended to read as follows:

   APPLICATION OF POLICY This policy applies only to bodily injury or property damage (1) which is caused during the policy period by the nuclear energy hazard and (2) which is discovered and for which written claim is made against the insured, not later than ten years after the end of the policy period.

Effective Date of this Endorsement October 15, 1975 12:01 A.M. Standard Time

To form a part of Policy No. NS-308

Issued to Florida Power & Light Company

Date of Issue October 15, 1975

For the Subscribing Companies

By: [signature]
General Manager

Countersigned by [signature]

Endorsement No. 8

NE-42

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

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 $46,500,000 stated in Condition 4 of the policy is amended to read $96,875,000.

Effective Date of this Endorsement October 15, 1975 12:01 A.M. Standard Time To form a part of Policy No. NS-308

Issued to Florida Power & Light Company

Date of Issue October 15, 1975

For the Subscribing Companies

By Joseph Marone
General Manager

Countersigned by

Endorsement No. 9

NE 43C (1/1/75)

Nuclear Energy Liability Insurance

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

1) ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT
2) CHANGES IN SUBSCRIBING COMPANIES AND IN THEIR PROPORTIONATE LIABILITY ENDORSEMENT

Calendar Year 1976

1a. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is: $ 15,306.25

b. 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 is said Advance Premium and the Reserve Premium is: $ 10,633.00

2. It is agreed that with respect to bodily injury or property damage caused, during the effective period of this endorsement, by the nuclear energy hazard:

a. The word "companies" wherever used in the policy means the subscribing companies listed on the reverse side of this endorsement.

b. The policy shall be binding on such companies only.

c. Each such company shall be liable only for its proportion of any obligation assumed or expense incurred under the policy because of such bodily injury or property damage as designated on the reverse side of this endorsement.

3. It is agreed that the effective period of this endorsement is to the close of December 31st of the Calendar Year designated in the caption above, or to the time of the termination or cancelation of the policy, if sooner.

(over)

Effective Date of this Endorsement January 1, 1976 12:01 A.M. Standard Time

To form a part of Policy No. NS-308

Issued to Florida Power and Light Company

Date of Issue December 1, 1975

For the subscribing companies

By [signature]
General Manager

Countersigned by [signature]

Endorsement No 10

NE-35 (1/1/76)

SUBSCRIBING COMPANIES	PROPORTION OF 100%
Aetna Casualty and Surety Company, The, 151 Farmington Ave., Hartford, CT 06156	10.7668013
Aetna Insurance Company, 55 Elm Street, Hartford, CT 06115	2.2559012
Allstate Insurance Company, 8324 Skokie Boulevard, Skokie, Illinois 60076	3.6914748
American Motorists Insurance Company, Long Grove, Illinois 60049	.5127048
Centennial Insurance Company, 45 Wall Street, New York, New York 10005	.3281311
Commercial Union Insurance Company, One Beacon Street, Boston, MA 02108	3.8965567
Continental Casualty Company, 310 South Michigan Avenue, Chicago, Illinois 60604	5.6397531
Continental Insurance Company, The, 80 Maiden Lane, New York, New York 10038	6.6651627
Federal Insurance Company, 51 John F. Kennedy Parkway, Short Hills, New Jersey 07078	1.1279506
Fireman's Fund Insurance Company, 3333 California Street, San Francisco, CA 94119	4.1016386
General Accident Fire and Life Assurance Corporation, Ltd., 414 Walnut St., Philadelphia, PA 19105	1.3330325
Great American Insurance Company, 580 Walnut Street, Cincinnati, Ohio 45201	1.1279506
Gulf Insurance Company, 3015 Cedar Springs, Dallas, Texas 75221	.2050819
Hanover Insurance Company, The, 440 Lincoln Street, Worcester, MA 01605	.5639753
Hartford Accident and Indemnity Company, Hartford Plaza, Hartford, CT 06115	8.2032772
Hartford Steam Boiler Inspection and Insurance Company, The, 56 Prospect St., Hartford, CT 06102	.5127048
Home Indemnity Company, The, 59 Maiden Lane, New York, New York 10038	1.9995488
Insurance Company of North America, 1600 Arch Street, Philadelphia, PA 19101	8.7159820
Manhattan Fire and Marine Insurance Company, The, 260 Long Ridge Road, Stamford, CT 06902	.3076229
Maryland Casualty Company, Post Office Box 1228, Baltimore, MD 21203	1.6406554
Monarch Insurance Company of Ohio, The, 19 Rector Street, New York, New York 10006	.3588934
New Hampshire Insurance Company, 1750 Elm Street, Manchester, New Hampshire 03104	.2050819
Northwestern National Insurance Company, 731 North Jackson St., Milwaukee, Wisconsin 53202	.7177868
Pacific Indemnity Company, 3200 Wilshire Boulevard, Los Angeles, CA 90054	.3076229
Peerless Insurance Company, 62 Maple Avenue, Keene, New Hampshire 03431	.1281762
Phoenix Assurance Company of New York, 80 Maiden Lane, New York, New York 10038	.6152458
Providence Washington Insurance Company, 20 Washington Place, Providence, Rhode Island 02903	.1025410
Reliance Insurance Company, 4 Penn Center Plaza, Philadelphia, PA 19103	1.0254097
Royal Globe Insurance Company, 150 William Street, New York, New York 10038	4.1529091
St. Paul Fire and Marine Insurance Company, 385 Washington Street, St. Paul, Minnesota 55102	3.9191157
Seaboard Surety Company, 90 William St., New York, New York 10038	.4101639
Security Insurance Company of Hartford, 1000 Asylum Avenue, Hartford, CT 06101	1.3843030
State Farm Fire and Casualty Company, 112 East Washington Street, Bloomington, Illinois 61701	.6152458
Stuyvesant Insurance Company, 1105 Hamilton Street, Allentown, PA 18101	.0871598
Transamerica Insurance Company, 1150 South Olive Street, Los Angeles, CA 90015	.4101639
Travelers Indemnity Company, The, One Tower Square, Hartford, CT 06115	11.4845881
United States Fidelity and Guaranty Company, Post Office Box 1138, Baltimore, Maryland 21203	6.7677037
United States Fire Insurance Company, Madison Avenue at Canfield Road, Morristown, New Jersey 07960	2.6865733
Zurich Insurance Company, 111 West Jackson Boulevard, Chicago, Illinois 60604	1.0254097

SUBSCRIBING COMPANIES	PROPORTION OF 100%
Aetna Casualty and Surety Company, The, 151 Farmington Ave., Hartford, CT 06156	10.7668013
Aetna Insurance Company, 55 Elm Street, Hartford, CT 06115	2.2559012
Allstate Insurance Company, 8324 Skokie Boulevard, Skokie, Illinois 60076	3.6914748
American Motorists Insurance Company, Long Grove, Illinois 60049	.5127048
Centennial Insurance Company, 45 Wall Street, New York, New York 10005	.3281311
Commercial Union Insurance Company, One Beacon Street, Boston, MA 02108	3.8965567
Continental Casualty Company, 310 South Michigan Avenue, Chicago, Illinois 60604	5.6397531
Continental Insurance Company, The, 80 Maiden Lane, New York, New York 10038	6.6651627
Federal Insurance Company, 51 John F. Kennedy Parkway, Short Hills, New Jersey 07078	1.1279506
Fireman's Fund Insurance Company, 3333 California Street, San Francisco, CA 94119	4.1016386
General Accident Fire and Life Assurance Corporation, Ltd., 414 Walnut St., Philadelphia, PA 19105	1.3330325
Great American Insurance Company, 580 Walnut Street, Cincinnati, Ohio 45201	1.1279506
Gulf Insurance Company, 3015 Cedar Springs, Dallas, Texas 75221	.2050819
Hanover Insurance Company, The, 440 Lincoln Street, Worcester, MA 01605	.5639753
Hartford Accident and Indemnity Company, Hartford Plaza, Hartford, CT 06115	8.2032772
Hartford Steam Boiler Inspection and Insurance Company, The, 56 Prospect St., Hartford, CT 06102	.5127048
Home Indemnity Company, The, 59 Maiden Lane, New York, New York 10038	1.9995488
Insurance Company of North America, 1600 Arch Street, Philadelphia, PA 19101	8.7159820
Manhattan Fire and Marine Insurance Company, The, 260 Long Ridge Road, Stamford, CT 06902	.3076229
Maryland Casualty Company, Post Office Box 1228, Baltimore, MD 21203	1.6406554
Monarch Insurance Company of Ohio, The, 19 Rector Street, New York, New York 10006	.3588934
New Hampshire Insurance Company, 1750 Elm Street, Manchester, New Hampshire 03104	.2050819
Northwestern National Insurance Company, 731 North Jackson St., Milwaukee, Wisconsin 53202	.7177868
Pacific Indemnity Company, 3200 Wilshire Boulevard, Los Angeles, CA 90054	.3076229
Peerless Insurance Company, 62 Maple Avenue, Keene, New Hampshire 03431	.1281762
Phoenix Assurance Company of New York, 80 Maiden Lane, New York, New York 10038	.6152458
Providence Washington Insurance Company, 20 Washington Place, Providence, Rhode Island 02903	.1025410
Reliance Insurance Company, 4 Penn Center Plaza, Philadelphia, PA 19103	1.0254097
Royal Globe Insurance Company, 150 William Street, New York, New York 10038	4.1529091
St. Paul Fire and Marine Insurance Company, 385 Washington Street, St. Paul, Minnesota 55102	3.9191157
Seaboard Surety Company, 90 William St., New York, New York 10038	.4101639
Security Insurance Company of Hartford, 1000 Asylum Avenue, Hartford, CT 06101	1.3843030
State Farm Fire and Casualty Company, 112 East Washington Street, Bloomington, Illinois 61701	.6152458
Stuyvesant Insurance Company, 1105 Hamilton Street, Allentown, PA 18101	.0871598
Transamerica Insurance Company, 1150 South Olive Street, Los Angeles, CA 90015	.4101639
Travelers Indemnity Company, The, One Tower Square, Hartford, CT 06115	11.4845881
United States Fidelity and Guaranty Company, Post Office Box 1138, Baltimore, Maryland 21203	6.7677037
United States Fire Insurance Company, Madison Avenue at Canfield Road, Morristown, New Jersey 07960	2.6865733
Zurich Insurance Company, 111 West Jackson Boulevard, Chicago, Illinois 60604	1.0254097