

NRC DISTRIBUTION FOR PART 50 DOCKET MATERIAL

50-251

FILE NUMBER

INSURANCE

TO: Ira Dintiz

FROM: FPL
Miami, Fl. 33101
Robert E. Uhrig

DATE OF DOCUMENT

10/14/77

DATE RECEIVED

10/19/77

LETTER
 ORIGINAL
 COPY

NOTORIZED
 UNCLASSIFIED

PROP INPUT FORM

NUMBER OF COPIES RECEIVED

6 SIGNED

DESCRIPTION

1p

jcm 10/20/77

ENCLOSURE Consists of indemnity agreements Nos. 31 through 36 to policy No. MF-55 and indemnity agreement no. 36 to policy no NF-185 with ltrs, dated 02/25/77 (L-77-46) 03/23/77 (L-77-91) 06/23/77 (L-77-188) and 06/18/77 (L-76-228)...

12p

6 ENCL.

SAFETY

FOR ACTION/INFORMATION

DINITZ
W/1 CYB FOR ACTION

INTERNAL DISTRIBUTION

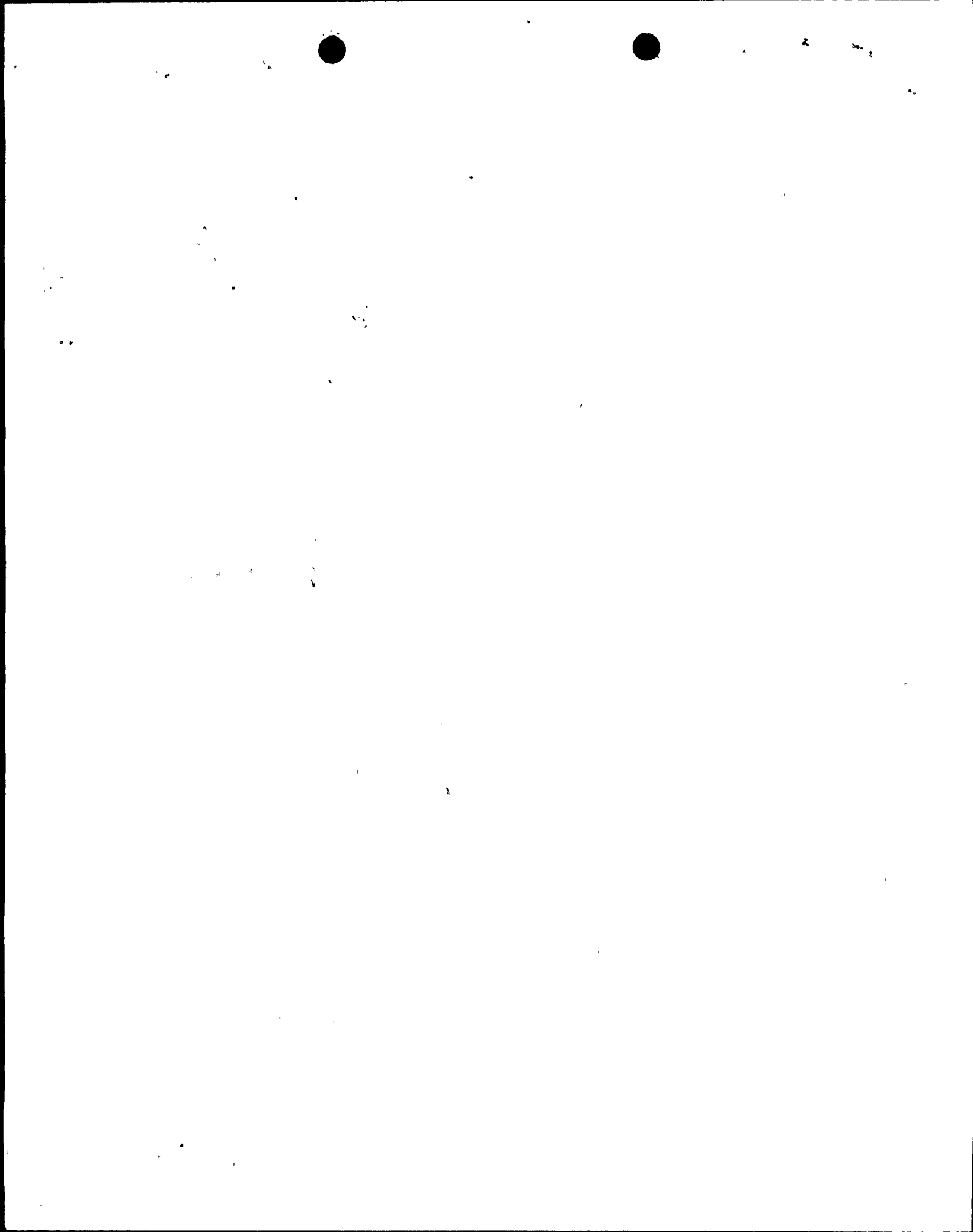
REG FILE
NRC PDR
H. JORDAN

EXTERNAL DISTRIBUTION

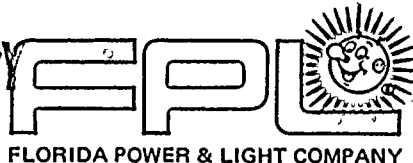
TIC
NSIC

CONTROL NUMBER

772930202



REGULATORY DOCKET FILE COPY



October 14, 1977
L-77-318

Office of Nuclear Reactor Regulation
Attn: Ira Dinitz, Indemnity Specialist
Office of Antitrust and Indemnity
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555



Dear Mr. Dinitz:

Re: Turkey Point Unit No. 4 (Docket No. 50-251)
Mutual Atomic Energy Liability Underwriters Policy No. MF-55
Nuclear Energy Liability Insurance Association Policy No. NF-185

Your letter dated October 5, 1977 stated that you have no record of receiving indemnity agreements Nos. 31 through 36 to policy No. MF-55 and indemnity agreement No. 36 to policy No. NF-185. Florida Power & Light Company forwarded these agreements to you with letters dated February 15, 1977 (L-77-46), March 23, 1977 (L-77-91), June 23, 1977 (L-77-188), and June 18, 1976 (L-76-228). Copies of these letters are enclosed.

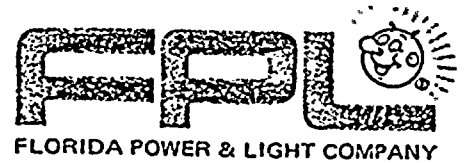
Yours very truly,

Robert E. Uhrig
Vice President

REU/bb
Enclosures

cc: Robert Lowenstein, Esq.

SECRET



February 15, 1977
L-77-46

Director of Nuclear Reactor Regulation
Attn: Jerome D. Saltzman
Office of Antitrust and Indemnity
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Dear Mr. Saltzman:

Re: Turkey Point Plant Units 3 and 4
Docket Nos. 50-250 and 50-251
Mutal Atomic Energy Liability
Underwriters Policy No. MF 55
Endorsement Nos. 31, 32, 33

Enclosed are five (5) certified copies and three (3) Xerox copies of Endorsement Nos. 31, 32, and 33 to MAELU Policy No. MF-55 representing Nuclear Energy Liability coverage at Turkey Point Plant.

Copies of Endorsement No. 30 were forwarded to you on January 14, 1977.

Yours very truly,

A handwritten signature in cursive script that reads 'Robert E. Uhrig'.

Robert E. Uhrig
Vice President

REU/hlc
Enclosures.

cc: Robert Lowenstein, Esq.

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

WAIVER OF DEFENSES ENDORSEMENT (Extraordinary Nuclear Occurrence)

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

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

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

the insureds and the companies agree to waive

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

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

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

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

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

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

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

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

Effective Date of this Endorsement January 1, 1977 To form a part of Policy No. MF-55

Issued to Florida Power and Light Co.

Date of Issue January 24, 1977

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF ENDORSEMENT NO. 33 MADE PART OF NUCLEAR ENERGY POLICY (FACILITY FORM) NO. MF-55 NO INSURANCE IS AFFORDED UNDER THIS TRUE COPY.

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

For the Subscribing Companies
 MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

[Signature]
 AUTHORIZED REPRESENTATIVE

Endorsement No. 33

Countersigned by _____



NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDMENT OF CONDITION 2 "INSPECTION; SUSPENSION" (FACILITY FORM)

It is agreed that Condition 2 "INSPECTION; SUSPENSION" is replaced by the following:

2. **INSPECTION;SUSPENSION.** The companies shall at any time be permitted but not obligated to inspect the facility and all operations relating thereto and to examine the insured's books and records as far as they relate to the subject matter of this insurance. Neither the right to make inspections and examinations nor the making thereof nor any advice or report resulting therefrom shall constitute an undertaking, on behalf of or for the benefit of the insured or others, to determine or warrant that such facility or operations are safe or healthful, or are in compliance with any law, rule or regulation.

If a representative of the companies discovers a condition which he believes to be unduly dangerous with respect to the nuclear energy hazard, 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 notice to the named insured, to any other person or organization considered by the companies to be responsible for the continuance of such dangerous condition, and to the United States Nuclear Regulatory Commission, suspend the insurance with respect to the named insured and such other person or organization effective 12:00 midnight of the next business day of such Commission following the date that such Commission receives such notice. The period of such suspension shall terminate as of the time stated in a written notice from the companies to the named insured and to each such person or organization that such condition has been corrected.

Effective Date of this Endorsement January 1, 1977 To form a part of Policy No. MF-55

Issued to Florida Power and Light Company

Date of Issue January 24, 1977

THIS IS TO CERTIFY THAT THIS IS A
TRUE COPY OF ENDORSEMENT NO. 31
MADE PART OF NUCLEAR ENERGY POLICY
(FACILITY FORM) NO. MF. 55 NO
INSURANCE IS AFFORDED UNDER THIS
TRUE COPY.

Richard E. Goodman
RICHARD E. GOODMAN, SECRETARY
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
31

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

Endorsement No. _____

Countersigned by  _____

AUTHORIZED REPRESENTATIVE



1000

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

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

It is agreed that:

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

Effective Date of this Endorsement January 1, 1977 To form a part of Policy No. MF-55

Issued to Florida Power and Light Company

Date of Issue January 24, 1977

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF ENDORSEMENT NO. 32 MADE PART OF NUCLEAR ENERGY LIABILITY POLICY (FACILITY NO. 55) UNDER THE INSURANCE IS A POLICY UNDER THE TRUE COPY.

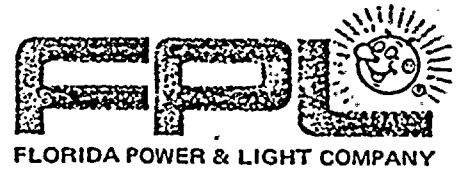
For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

RICHARD E. COOPER, PRESIDENT
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
Endorsement No. 32

Countersigned by [Signature]
AUTHORIZED REPRESENTATIVE



March 23, 1977
L-77-91

Director of Nuclear Reactor Regulation
Attn: Jerome D. Saltzman
Office of Antitrust and Indemnity
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

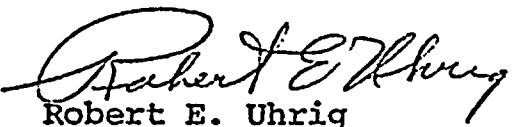
Dear Mr. Saltzman:

Re: Turkey Point Plant Units 3 and 4
Docket Nos. 50-250 and 50-251
Mutual Atomic Energy Liability
Underwriters' Policy No. MF-55

Enclosed are five (5) certified copies and three (3)
Xerox copies of Endorsement No. 34 to Policy No. MF-55
representing Nuclear Energy Liability coverage at
Turkey Point Plant.

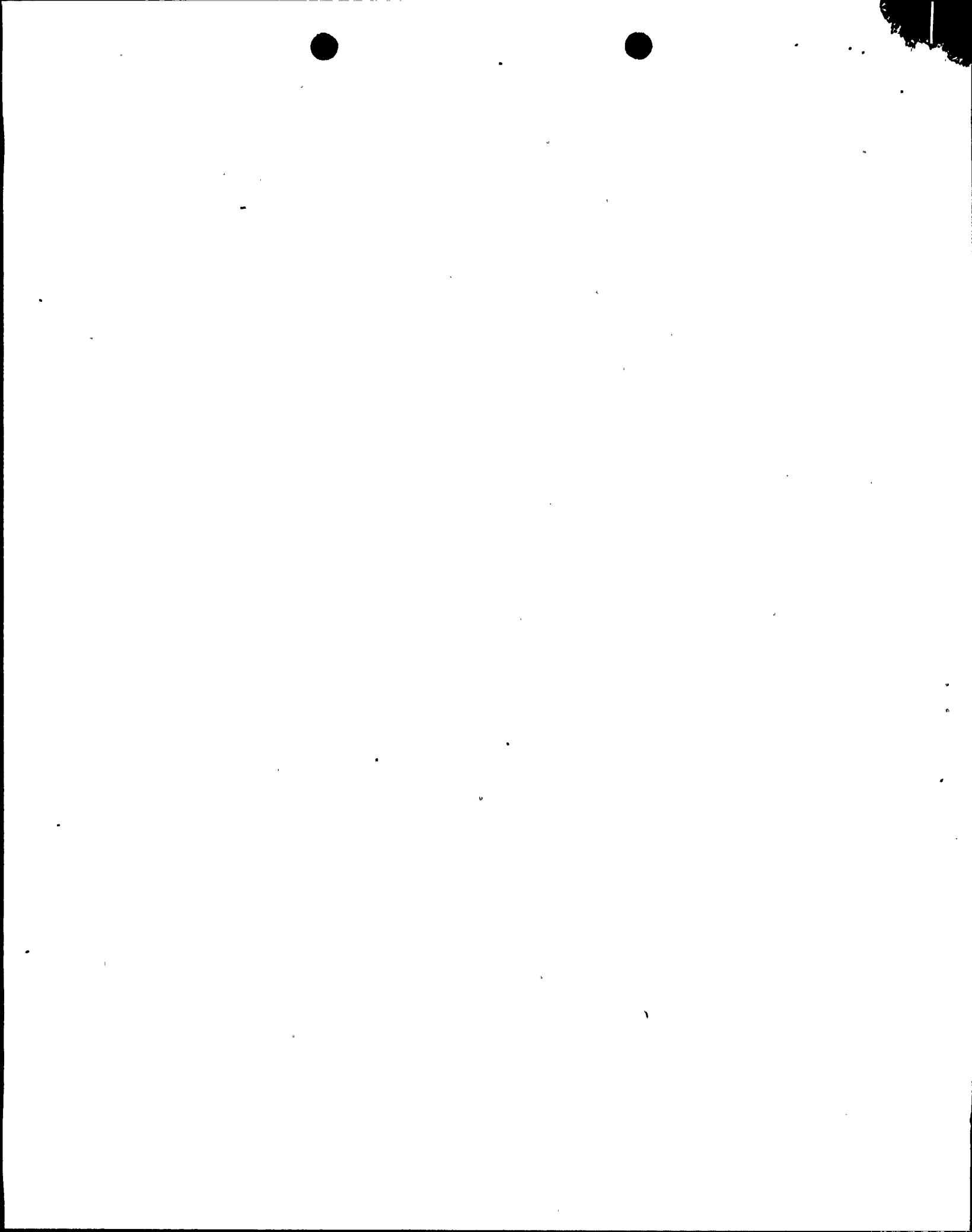
Copies of Endorsement Nos. 31, 32, and 33 were forwarded
to you on February 15, 1977.

Very truly yours,


Robert E. Uhrig
Vice President

REU/hlc
Enclosures

cc: Robert Lowenstein, Esq.



NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

AMENDMENT OF CONDITION 4 ENDORSEMENT

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

Effective Date of this Endorsement January 1, 1977 To form a part of Policy No. MF-55

Issued to Florida Power and Light Company

Date of Issue February 28, 1977

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF ENDORSEMENT NO. 34 A TRUE PART OF NUCLEAR ENERGY POLICY (POLICY NO.) NO. 5151100

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

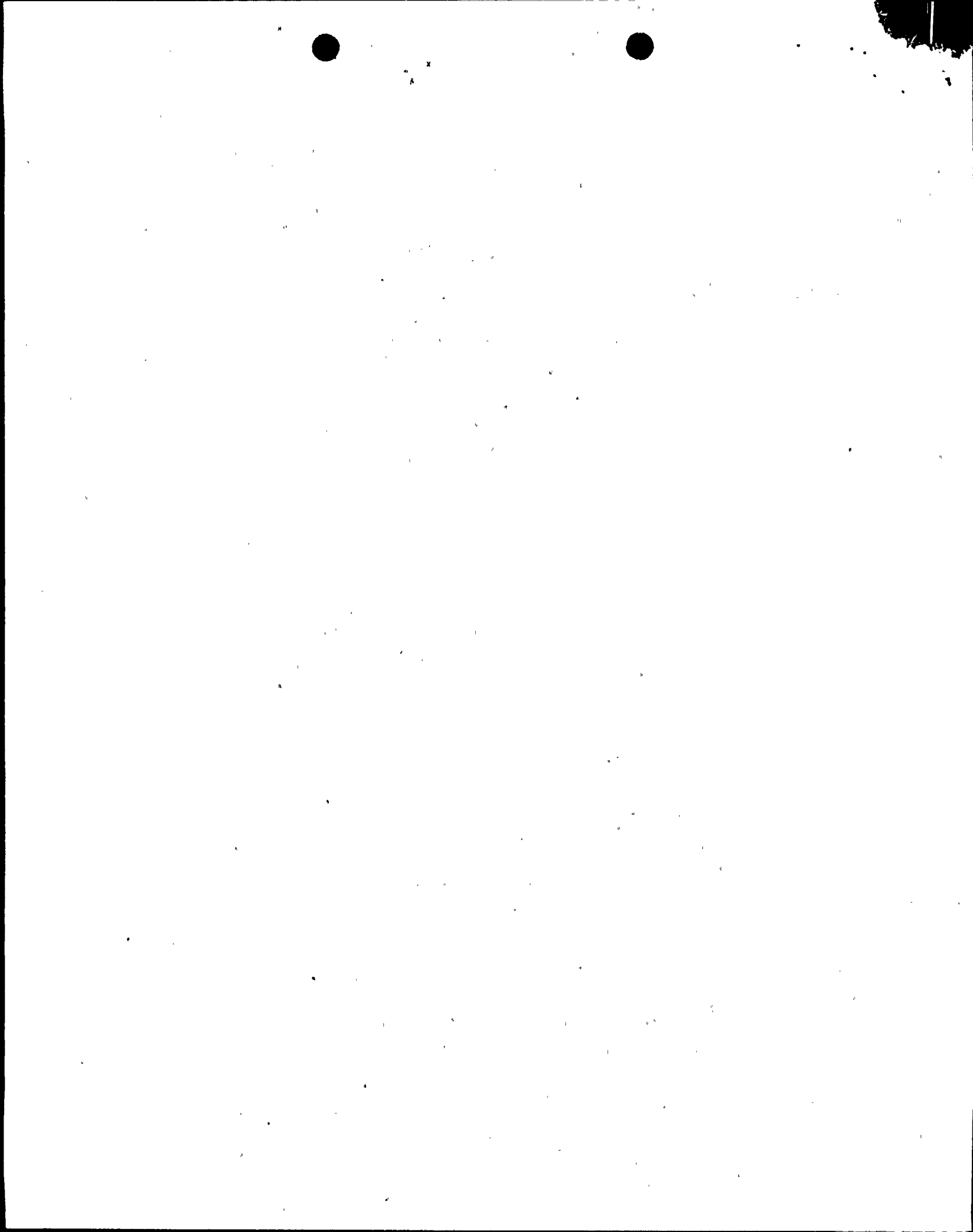
Richard E. Goodman, Secretary

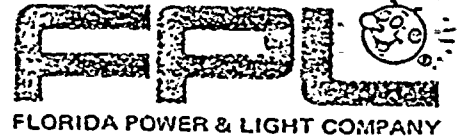
By

RICHARD E. GOODMAN, SECRETARY MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Countersigned by [Signature] AUTHORIZED REPRESENTATIVE

Endorsement No. 34





June 23, 1977
L-77-188

Director of Nuclear Reactor Regulation
Attention: Jerome D. Saltzman
Office of Antitrust and Indemnity
U. S. Nuclear Regulatory Commission
Washington DC 20555

Dear Mr. Saltzman:

Re: Turkey Point Plant Units 3 and 4
Docket Nos. 50-250 and 50-251
Mutual Atomic Energy Liability
Underwriters Policy No. MF-55

Enclosed are five (5) certified copies and three (3) Xerox copies of Endorsement Nos. 35, and 36 to Policy No. MF-55 representing Nuclear Energy Liability coverage at Turkey Point Plant.

Copies of Endorsement No. 34 were forwarded to you on March 23, 1977.

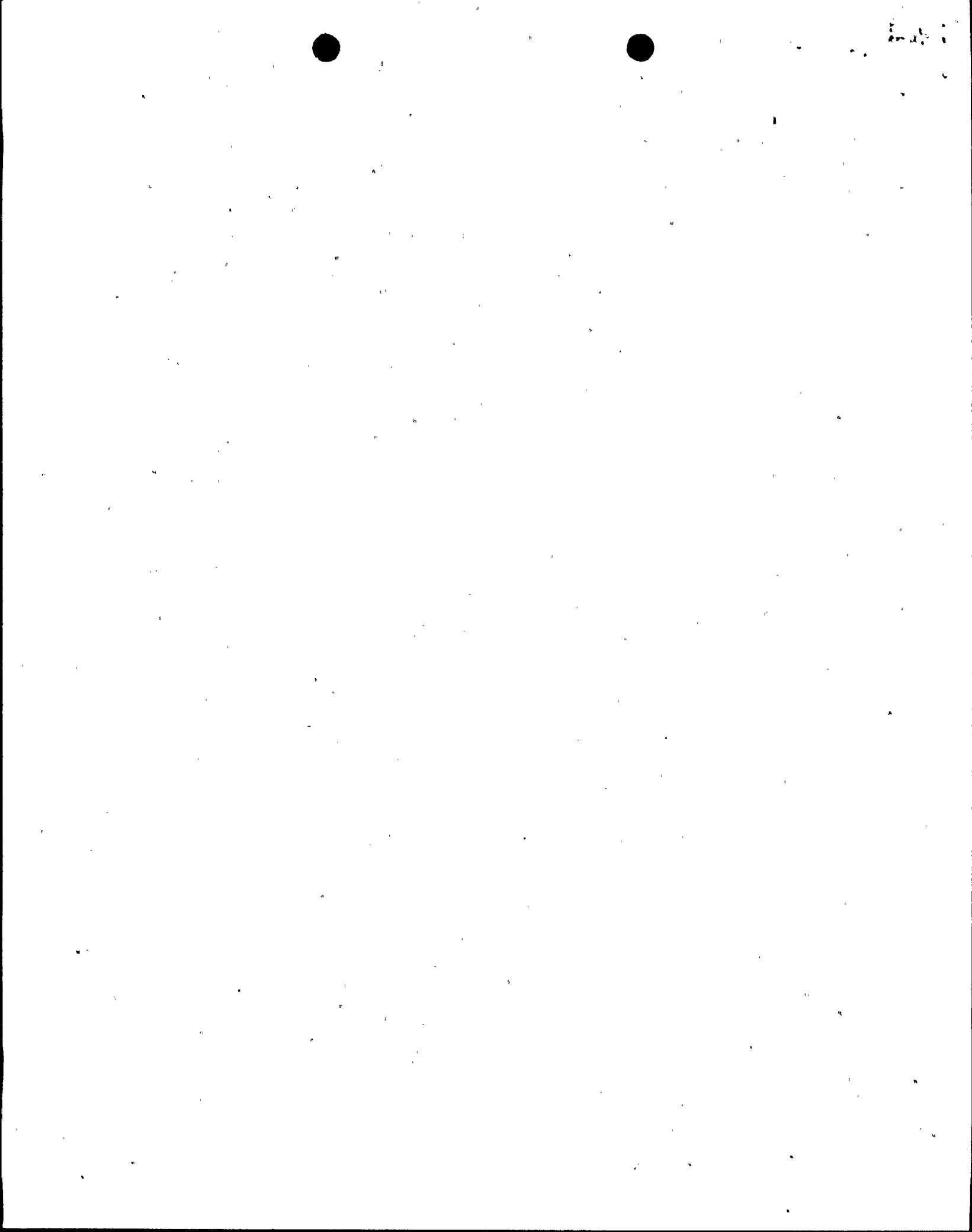
Very truly yours,

A handwritten signature in cursive script that reads 'R. E. Uhrig'.

Robert E. Uhrig
Vice President

REU:tm
Enclosures

cc: Robert Lowenstein, Esquire



NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

1. AMENDMENT OF ADVANCE PREMIUM ENDORSEMENT
2. STANDARD PREMIUM AND RESERVE PREMIUM ENDORSEMENT
3. ADDITIONAL PREMIUM DUE

1. Advance Premium

It is agreed that the Amended Advance Premium due the companies for the calendar year 1977 is \$115,074.00.

2. Standard Premium and Reserve Premium

Subject to the provisions of the Industry Credit Rating Plan, it is agreed that the Standard Premium and Reserve Premium for the calendar year designated above are:

Standard Premium \$115,074.00

Reserve Premium \$86,781.24

3. Additional Premium Due \$2,264.63

Effective Date of this Endorsement January 1, 1977 To form a part of Policy No. MF-55

Issued to Florida Power and Light Company

Date of Issue May 24, 1977

THIS IS TO CERTIFY THAT THIS IS A
TRUE COPY OF ENDORSEMENT NO. 36
MADE PART OF NUCLEAR ENERGY POLICY
(POLICY FORM N.E. ME. 55 NO
IF NO ENDORSEMENT IS ATTACHED UNDER THIS
THE COPY.

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By Richard E. Goodman

RICHARD E. GOODMAN, SECRETARY
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Endorsement No. 36

Countersigned by [Signature]
AUTHORIZED REPRESENTATIVE



24

NUCLEAR ENERGY LIABILITY INSURANCE

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

INCREASE OF LIMIT OF LIABILITY ENDORSEMENT (After Prior Increases)

It is agreed that:

1. The limit of liability stated in Item 4 of the declarations as amended by Increase of Liability Endorsement Numbers 23 and 24 is further amended to read \$ 31,500,000. This amended limit applies with respect to obligations assumed or expenses incurred because of bodily injury or property damage caused, during the period from the effective date of this endorsement to the date of termination of the policy, by the nuclear energy hazard.
2. The original limit of liability stated in Item 4 of the declarations, the limit of liability stated in Increase of Limit of Liability Endorsement Numbers 23 and 24 and the amended limit of liability stated in paragraph 1 above shall not be cumulative, and each payment made by the companies after the effective date of this endorsement for any loss or expense covered by the policy shall reduce by the amount of such payment the limit of liability originally stated in Item 4 of the declarations, the amended limit of liability stated in the increase of Limit of Liability Endorsement Numbers 23 and 24 the amended limit of liability stated in paragraph 1 above, regardless of which limit of liability applies with respect to the bodily injury or property damage out of which such loss or expense arises.

Effective Date of
this Endorsement May 1, 1977

To form a part
of Policy No. MF-55

Issued to Florida Power and Light Company

Date of Issue May 24, 1977

THIS IS TO CERTIFY THAT THIS IS A
TRUE COPY OF ENDORSEMENT NO. 35
PART OF NUCLEAR ENERGY POLICY.
ENDORSEMENT NO. MF. 53 NO
IN FORCE IS ATTACHED UNDER THIS
POLICY.

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

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

By _____

Endorsement No. 35

Countersigned by _____

[Signature]
AUTHORIZED REPRESENTATIVE



June 18, 1976
L-76-228


Office of Nuclear Reactor Regulation
Attn: Mr. J. D. Saltzman, Office of
Antitrust and Indemnity
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Dear Mr. Saltzman:

Re: Turkey Point Plant Units 3 and 4
Docket Nos. 50-250 and 50-251
Nuclear Energy Liability Insurance
Association Policy No. NF-185

Enclosed are five (5) certified copies and three (3)
Xerox copies of Endorsement No. 36 to Policy No. NF-185,
Nuclear Energy Liability Policy covering Turkey Point
Units 3 and 4.

Very truly yours,


Robert E. Uhrig
Vice President

REU/hlc
Enclosures

cc: Jack R. Newman, Esq.
Lowenstein, Reis & Axelrad
Washington, D. C. 20036

Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM ENDORSEMENT

Calendar Year 1976

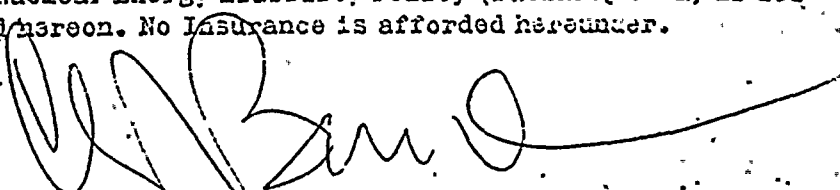
It is agreed that Items 1a. and 1b. of Endorsement No. 34
are amended to read:

1a. ADVANCE PREMIUM: It is agreed that the Advance
Premium due the companies for the period designated above
is: \$ 395,867.54

1b. 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: \$ 298,534.33

Return Premium: \$22,260.51

This is to certify that this is a true copy of the original
Endorsement having the endorsement number and being a part
of the Nuclear Energy Liability Policy (Facility) as des-
ignated hereon. No Insurance is afforded hereunder.


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

Effective Date of this Endorsement January 1, 1976 To form a part of Policy No. NF-185
12:01 A.M. Standard Time

Issued to Florida Power & Light Company

Date of Issue April 8, 1976

For the subscribing companies

By 
General Manager

Endorsement No. 36

Countersigned by 

RECEIVED DOCUMENT
PROCESSING UNIT

1977 OCT 19 AM 10 08