



**Commonwealth Edison**

One First National Plaza, Chicago, Illinois  
Address Reply to: Post Office Box 767  
Chicago, Illinois 60690

November 19, 1980

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

Re: Dresden Docket 50-10

Dear Mr. Saltzman:

Pursuant to the requirements of Part 140.15  
of the Commission's Regulations, enclosed are eight (8)  
certified copies of Endorsements No. 104 and 105 to  
Mutual Atomic Energy Liability Underwriters facility  
form Policy No. MF-22.

Sincerely,

J. Oster  
Insurance Administrator

Enc.

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Nuclear Energy Liability Insurance  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

RESTORATION OF LIMIT OF LIABILITY ENDORSEMENT

It is agreed that:

1. Payments made and expenses incurred by the companies under this policy have reduced, in accordance with Condition 3 of the policy, the limit of the companies' liability stated in Item 4 of the Declarations and the limit of the companies' liability stated in Increase of Limit of Liability Endorsements Nos. 35, 44, 65, 75, 81, 93, and 100.
  
2. Such reduced limits of the companies' liability are restored to the amounts stated in Item 4 of the Declarations and in the Increase of Limit of Liability Endorsements Nos. 35, 44, 65, 75, 81, 93, and 100, except with respect to the companies' obligations under the policy for payments and expenses in connection with bodily injury or property damage arising out of each of the following occurrences, involving Dresden Nuclear Power Station:
  - (a) Water leaked from Cask No. 204 containing spent fuel rod and damaged the Security Truck Lines's semi-trailer which delivered the Cask from the Station to Vallecitos Atomic Laboratory on January 4, 1963.
  
  - (b) Exposure to radiation allegedly released from the station at various times during the years of 1969 through 1976. (Suit: Dennis P.J. Kendrick, OSB, vs. Commonwealth Edison Company).

Nuclear Energy Liability Insurance  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

-2-

- (c) Exposure to radiation at the station on June 16, 1977. (Suit: Gerhard L. Rush vs. Commonwealth Edison Company).
  - (d) Exposure to radiation at the Station on or about October 10, 1977. (Suit: Otto L. Bremer vs. Commonwealth Edison Company).
  - (e) Exposure to radiation at the station on or about October 13, 1977. (Suit: Edward Klein vs. Commonwealth Edison Company).
3. With respect to the companies' obligations under the policy for payments and expenses in connection with bodily injury or property damage arising out of each of the five occurrences described in paragraph 2 above, the applicable limit of the companies' liability with respect to claims for bodily injury or property damage which may arise is reduced for each by the amount of the payments made and expenses incurred by the companies with respect to each of the occurrences. The amount of the payments made and expenses incurred by the companies with respect to each occurrence is as follows:
- (a) \$791.90 in connection with the occurrence described in 2(a) above;
  - (b) \$1575.70 in connection with the occurrence described in 2(b) above;
  - (c) \$111.96 in connection with the occurrence described in 2(c) above;

- (d) \$126.45 in connection with the occurrence described in 2(d) above; and
- (e) \$488.00 in connection with the occurrence described in 2(e) above.

4. The limit of liability stated in Item 4 of the Declarations as restored by this endorsement, the limits of liability stated in Increase of Limit of Liability Endorsements Nos. 35, 44, 65, 75, 81, and 100 as restored by this endorsement, and the reduced limits of liability applicable to the five occurrences described in paragraph 3 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 each of those limits of liability, regardless of which limit of liability applies with respect to the bodily injury or property damage out of which such loss or expense arises.
5. It is further understood and agreed that this endorsement includes the restoration of limit of liability encompassed by Endorsement No. 32 dated December 6, 1965 and to that extent is substituted for and renders null and void Endorsement No. 32 as of its effective date.

Effective Date of this Endorsement October 1, 1980 To form a part of Policy No. MF-22

Issued to Commonwealth Edison Company

Date of Issue October 28, 1980

**THIS IS TO CERTIFY THAT THIS IS A  
TRUE COPY OF ENDORSEMENT NO. 104  
MADE PURSUANT TO THE  
FACILITY POLICY NO. 104  
INSURANCE & BONDING CO. OF  
THE STATE OF ILLINOIS**

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

*Thelma Lucas* By J.M. O'Connell  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Endorsement No. 104 Countersigned by \_\_\_\_\_ AUTHORIZED REPRESENTATIVE

POOR ORIGINAL

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 1980 is \$172,240.18.

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 \$172,240.18

Reserve Premium \$130,227.53

3. Additional Premium: \$56.25

Effective Date of this Endorsement January 1, 1980 To form a part of Policy No. MF-22

Issued to Commonwealth Edison Company

Date of Issue October 28, 1980

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF ENDORSEMENT NO. 105 MADE PART OF NUCLEAR ENERGY POLICY (FACILITY FORM NO. 22) INSURANCE IS AFFORDED UNDER THIS TRUE COPY.

*Richard Geras*

SECRETARY  
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

For the Subscribing Companies

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

*J.M. O'Connell*

Endorsement No. 105 Countersigned by \_\_\_\_\_ AUTHORIZED REPRESENTATIVE