BOSTON EDISON COMPANY GENERAL OFFICES BOD BOYLSTON STREET 50-293 BOSTON, MASSACHUSETTS 02199 February 9, 1981 Mr. Jerome Saltzman, Chief Anti-Trust Indemnity Group Nuclear Regulatory Commission U. S. Nuclear Regulatory Agency Washington, D. C. 20555 Dear Mr. Saltzman: Re: Policy Nos. NF-188, EB-31 and XB-31 Enclosed are certified copies of the captioned policies: 1. Endorsement No. 56 to ANI Policy No. NF-188 which established the 1981 premium. 2. Endorsement No. 57 to ANI Policy No. NF-188 which amends the definition of Condition 2 "Inspection Suspension" and "Insured Shipments." 3. Endorsement No. 4 to ANI Policy No. EB-31 and MAELU Policy XB-31 which established the 1981 Annual Premium. The mutual policy (MF-51) counterparts will be forwarded to you as soon as we receive it. Very truly yours, Paul A. Foulsham Manager - Insurance Department cmh Enclosures 8102120 233

## Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM CALENDAR YEAR 1981 ENDORSEMENT

1.	ADVANCE PREMIUM: It is agreed that companies for the period designate	t the Advance Premium due the d above is:
	\$ 354,562.50	
2.	STANDARD PREMIUM AND RESERVE PREMI the Advance Premium indicated abov the provisions of the Industry Cre is said Advance Premium and the Re	e, it is agreed that, subject to dit Rating Plan, the Standard Premium
	\$ 267,142.50	
	This is to cartify that this is a truend the nuclear Energy Liability Politignated hereon. No Insurance is afford.  John L. Quattrocchi, Vice President Liability Underward American Nuclear Insurers	cy (Facility Form) as des-
Effective Date of	January 1, 1981	To form a good of Rollan Na. NF-188
	12 01 A.M. Standard Time Boston Edison Company	To form a part of Policy No IF 100
Issued to	December 22, 1980	For the subscribing companies
Date of Issue		61.

Countersigned by.

Endorsement No ..

56

# Nuclear Energy Liability 'nsurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDMENT OF DEFINITION OF CONDITION 2 "INSPECTION; SUSPENSION" AND "INSURED SHIPMENT"

(Indemnified Nuclear Facility)

It is agreed that:

- 1.) Condition 2 "INSPECTION; SUSPENSION" is replaced by the following:
  - 2 INSPECTION; SUSPENSION The companies shall at any time be permitted but not obligated to inspect the facility and all operations relating thereto and to examine the insured's books and records as far as they relate to the subject of this insurance and any property insurance afforded the insured through American Nuclear Insurers. If a representative of the companies discovers a condition which he believes to be unduly dangerous with respect to the nuclear energy hazard, a representative of the companies may request that such condition be corrected without delay. In the event of noncompliance with such request, a representative of the companies may, by notice to the named insured, to any other person or organization considered by the companies to be responsible for the continuation of such dangerous condition, and to the United States Nuclear Regulatory Commission, suspend this insurance with respect to the named insured and such other person or organization effective 12:00 midnight of the next business day of such Commission following the date that such Commission receives such notice. The period of such suspension shall terminate as of the time stated in a written notice from the companies to the named insured and to each such person or organization that such condition has been corrected.

Neither the right to make such inspections and examinations nor the making thereof nor any advice or report resulting therefrom shall constitute an undertaking, on behalf of or for the benefit of the insured or others, to determine or warrant that such facility or operations are safe or healthful, or are in compliance with any law, rule or regulation. In consideration of the issuance or continuation of this policy, the insured agrees that neither the companies nor any persons or organizations making such inspections or examinations on their behalf shall be liable with respect to injury to or destruction of property at the facility, or any consequential loss or expense resulting therefrom, or any loss resulting from interruption of business or manufacture, arising out of the making of or a failure to make any such inspection or examination, or any report thereon, or any such suspension of insurance, but this provision does not limit the contractual obligations of the companies under this policy or any policy affording the insured property insurance through American Nuclear Insurers.

2.) The definition of "insured shipment" in Insuring Agreement III, "DEFINITIONS", is replaced by the following:

"insured shipment" means a shipment of source material, special nuclear material, spent fuel, waste, or tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, herein called "material", (1) to the facility from any location except an indemnified nuclear facility, but only if the transportation of the material is not by predetermination to be interrupted by removal of the material from a transporting conveyance for any purpose other than the continuation of its transportation, or (2) from the facility to any other location, but only until the material is removed from a transporting conveyance for any purpose other than the continuation of its transportation.

This is to certify that this is a true copy of the original Endorsement harden was said to a true copy of the original of the Nuclean Loss, and the said to a said to

American No.

Effective Date of January 1, 1981	To form a part of Policy No
12:01 A.M. Standard Time Issued to Boston Edison Company	
Date of Issue December 22, 1980	For the subscribing companies
	By General Manager
Endorsement No 57	Countersigned by
NF-51 Page 2 of 2 /1/1/81)	apetion, 41255 calle

## Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ANNUAL PREMIUM ENDORSEMENT

Calendar Year 1981

ANNUAL PREMIUM: It is agreed that the Annual Premium due the companies for the period designated above is: \$ 4,650.00

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

American Nuclear Insurers

To form a part of Policy NoEB-31
For the subscribing companies
By General Manager

#### MUTUAL ATOMIC ENERG / LIABILITY UNDERWRITERS

- 1) ANNUAL PREMIU ENDORSEMENT
- 2) SUBSCRIBING COMPANIES AND THEIR PROPORTIONATE LIABILITY ENDOUSEMENT

#### Calendar Year 1981

1.	ANNUAL PREMIUM	It is a	greed that	the Annual	Premium	due the	companies
	for the period design	rated al	bove is:	\$1,350.00			

- 2. It is agreed that with respect to (i) bodily injury or property damage caused, during the effective period or this endorsement, by the radioactive, toxic, explosive or other hazardous properties of nuclear material, and (ii) contingent liability as provided in Condition 4 for excess incurred losses because retrospective premium due under one or more binders with respect to such bodily injury or property damage is not paid:
  - 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 designated next to its name of any obligation assumed or expense incurred under the policy.
- 3. It is agreed that the effective period of this endorsement is from the beginning of the effective date of this endorsement stated below, to the close of December 31st of the Calendar Year designated in the caption above, or to the time of the termination of the Draft Master Policy, or this binder, whichever first occurs, eastern standard time.

Effective Date of this Endorsement	/ January 1, 19 12:01 A.M. Standa	To form a part of Binder No. XB-31
Issued to Box	ston Edison Compan	у
Date of Issue	January 14, 1981	
		Ву
Endersement No.	4	Countersigned by Lincol 200 15 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7