

PHILADELPHIA ELECTRIC COMPANY

Dnlv

2301 MARKET STREET
P.O. BOX 8699
PHILADELPHIA, PA. 19101

EDWARD G. BAUER, JR.
VICE PRESIDENT
AND GENERAL COUNSEL

(215) 841-4000

EUGENE J. BRADLEY
ASSOCIATE GENERAL COUNSEL

DONALD BLANKEN
RUDOLPH A. CHILLEM
E. C. KIRK HALL

T. H. MAHER CORNELL
PAUL AUERBACH

ASSISTANT GENERAL COUNSEL
EDWARD J. CULLEN, JR.

THOMAS H. MILLER, JR.

IRENE A. McKENNA
ASSISTANT COUNSEL

June 11, 1984

Mr. Jerome Saltzman, Asst. Director
State and Licensee Relations
Office of State Programs
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555

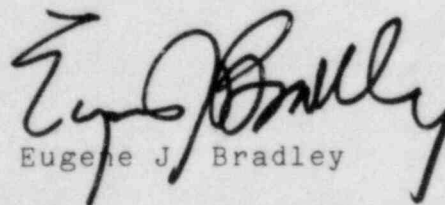
Re: Limerick Generating Station, Units 1 & 2
Docket Nos. 50-352 and 50-353
Material License No. SNM-1926
Docket No. 70-2988

Dear Mr. Saltzman;

Enclosed for your files are two copies each of the following insurance documents relating to the Limerick facility:

- a. Declarations Sheet of Nuclear Energy Liability Policy No. NF-284;
- b. Certificate of Insurance No. M-98 issued by Mutual Atomic Energy Liability Underwriters and;
- c. Certificate of Insurance No. N-98 issued by Nuclear Energy Liability Insurance Associates.

Very truly yours,


Eugene J. Bradley

EJB:pkc
Enclosures

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PDR ADOCK 05000352
PDR
J

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NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

127 John Street, New York, New York 10038

Nuclear Energy Liability Policy No. NF-284
(Facility Form)

DECLARATIONS

Item 1. Named Insured Philadelphia Electric Company

Address 2301 Market Street Philadelphia, Pennsylvania 19101
(No. Street Town or City State)

Item 2. Policy Period: Beginning at 12:01 A.M. on the 19th day of March, 19 84, 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 the Facility:

Location All of the premises including the land and all buildings and structures known as the Limerick Generating Station. The Limerick Generating Station consists of approximately 595 acres and is located in southeastern Pennsylvania on the Schuylkill River about 1.7 miles southeast of the limits of the Borough of Pottstown and about 20.7 miles northwest of the Philadelphia city limits.

Type Power Reactor

The Operator of the facility is Philadelphia Electric Company

Item 4. The limit of the companies' liability is \$ 1,000,000.00 subject to all the terms of this policy having reference thereto.

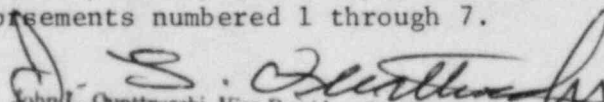
Item 5. Advance Premium \$ 100.00

Item 6. These declarations and the schedules forming a part hereof give a complete description of the facility, insofar as it relates to the nuclear energy hazard, except as noted no exceptions

Date of Issue April 10, 19 84. Countersigned by _____

Authorized Representative

This is to certify that this is a true copy of the original Declarations being made part of the Nuclear Energy Liability Policy (Facility Form) having the number designated hereon and including Endorsements numbered 1 through 7. No insurance is afforded hereunder.


John L. Quattrocchi, Vice President-Liability Underwriting
American Nuclear Insurers

MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY - NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

JOHN L. QUATTROCCI
VICE PRESIDENT-LIABILITY UNDERWRITING
AMERICAN NUCLEAR INSURERS

Certificate No. M-98

Forming Part of Master

Policy No. 1

CERTIFICATE OF INSURANCE

DECLARATIONS AND

BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Certificate of Insurance

This is to certify that the persons and organizations designated in Item 1 of the Declarations are named insureds under the Master Policy - Nuclear Energy Liability Insurance (Secondary Financial Protection), herein called the "Master Policy", issued by Mutual Atomic Energy Liability Underwriters.

Such insurance as is provided by the Master Policy applies, through this certificate, only:

- (a) to the insureds identified in Items 1 and 2 of the Declarations,
- (b) for the certificate period stated in Item 6 of the Declarations,
- (c) to bodily injury or property damage
 - (1) with respect to which the primary financial protection described in Item 4 of the Declarations would apply but for exhaustion of its limit of liability as described in Condition 6 of the Master Policy, and
 - (2) which is caused during the certificate period stated in Item 6 of the Declarations by a nuclear incident arising out of or in connection with the nuclear reactor described in Item 3 of the Declarations, and

(3) which is discovered and for which written claim is made against the insured not later than ten years after the end of the certificate period stated in Item 6 of the Declarations. However, with respect to bodily injury or property damage caused by an extraordinary nuclear occurrence this subparagraph (3) shall not operate to bar coverage for bodily injury or property damage 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.

Declarations

Item 1. Named insureds and addresses:

- (a) Philadelphia Electric Company, 2301 Market Street, Philadelphia, PA 19101
- (b)

Item 2. Additional insureds:

Any other person or organization who would be insured under the primary financial protection identified in Item 4 of the Declarations but for exhaustion of the limit of liability of such primary financial protection.

Item 3. Description and location of nuclear reactor: Unit 1 of the Limierick Generating Station located in southeastern Pennsylvania on the Schuylkill River.

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

Nuclear Energy Liability Insurance Association's	
Policy NF- 284	\$124,000,000
Mutual Atomic Energy Liability Underwriters'	
Policy MF-	\$36,000,000

(b) The following endorsements, attached to the primary financial protection policies listed in Item 4 (a) also apply to the insurance afforded by the Master Policy through this certificate as though they were attached hereto:

- (1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and
- (2) Supplementary Endorsement - Waiver of Defenses - Reactor Construction at the Facility,

(c) The limits of liability provided under the primary financial protection specified in Item 4 (a) above are not shared with any other reactor except as follows:

No Exceptions

- Item 5. Limits of Liability: The amount of retrospective premium actually received by the companies plus the amount of the companies' contingent liability, if any, pursuant to Conditions 2, 3 and 4 of the Master Policy.
- Item 6. Certificate Period: Beginning at the same time and date that the Facility Operating License issued by the United States Nuclear Regulatory Commission for the reactor described in Item 3 of this certificate becomes effective and continuing to the effective date and time of cancellation or termination of the Master Policy or this certificate, whichever first occurs, eastern standard time.
- Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$1,125,000
- Item 8. Portion of the annual premium payable for the companies' contingent liability described in Condition 4 of the Master Policy from the effective date hereof to the end of calendar year 1984 : The pro rata portion of \$1,350.00 for the period from the effective date of this certificate to the end of the calendar year during which such effective date occurs.

BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned do hereby acknowledge that they are named insureds under the Master Policy described in the above Certificate of Insurance and Declarations. The named insureds do hereby covenant with and are held and are firmly bound to the members of Mutual Atomic Energy Liability Underwriters subscribing the Master Policy (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the Master Policy, as it may be changed from time to time, with interest on such premiums and allowances for taxes to be computed at the rate provided in the Master Policy from the date payment thereof is specified to be due the companies in written notice to the first named insured as provided in Condition 2 of the Master Policy until paid;

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts;

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs, and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond and (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of the Master Policy relating to such covenants or provisions;

For the purpose of recording this agreement, a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

The preceding Certificate of Insurance, Declarations and Bond form a part of the Master Policy. Cancellation or termination of the Master Policy or the Certificate of Insurance shall not affect the named insured's obligations under the policy or the Bond to pay the retrospective premiums and allowances for premium taxes, as provided in this Certificate and Condition 2 of the Master Policy.

IN WITNESS WHEREOF, the named insureds have caused this Certificate, these Declarations and this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective as of the time and date of the inception of the Certificate period.

Attest or Witness

Named Insureds:

Philadelphia Electric Company

(Named Insured - Type or Print)

By  (SEAL)

(Signature of Officer)

C. V. Myers, Vice President

(Type or Print Name & Title of Officer)

Date: May 8, 1984

(Named Insured - Type or Print)

By _____ (SEAL)

(Signature of Officer)

(Type or Print Name & Title of Officer)

Date: _____

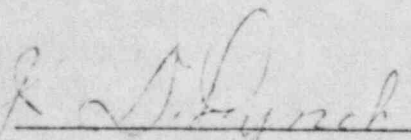
(Named Insured - Type or Print)

By _____ (SEAL)

(Signature of Officer)

(Type or Print Name & Title of Officer)

Date: _____


ASS'T SECRETARY

IN WITNESS WHEREOF, the companies subscribing the Master Policy have caused the Certificate of Insurance and the Declarations to be signed on their behalf by Mutual Atomic Energy Liability Underwriters to be effective as of the time and date of the inception of the Certificate period, and countersigned below by a duly authorized representative.

Attest or Witness

For the Subscribing Companies of
MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

Richard D. Jones

BY: [Signature]
Authorized Agent

Countersigned by Michael F. Geron
(Authorized Representative)

<u>Subscribing Companies</u>	<u>PROPORTION OF 100%</u>
American Mutual Liability Insurance Company, Wakefield, MA	15.0000000
Employers Insurance of Wausau, A Mutual Company, Wausau, WI	15.0000000
Liberty Mutual Insurance Company, Boston, MA	30.0000000
Lumbermens Mutual Casualty Company, Long Grove, IL	30.0000000
Michigan Mutual Insurance Company, Detroit, MI	5.0000000
Sentry Insurance, A Mutual Company, Stevens Point, WI	5.0000000

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL CERTIFICATE, BEARING THE NUMBER DESIGNATED HEREON, FOR INSURANCE COVERAGE UNDER THE MASTER POLICY - NUCLEAR ENERGY LIABILITY INSURANCE (SECONDARY FINANCIAL PROTECTION). NO INSURANCE IS AFFORDED BY THIS COPY.

JOHN L. HARTGROSCHE
VICE PRESIDENT-LIABILITY UNDERWRITING
AMERICAN NUCLEAR INSURERS

Certificate No. N- 98

Forming Part of Master

Policy No. 1

CERTIFICATE OF INSURANCE

DECLARATIONS AND

BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Certificate of Insurance

This is to certify that the persons and organizations designated in Item 1 of the Declarations are named insureds under the Master Policy - Nuclear Energy Liability Insurance (Secondary Financial Protection), herein called the "Master Policy", issued by Nuclear Energy Liability Insurance Association.

Such insurance as is provided by the Master Policy applies, through this certificate, only:

- (a) to the insureds identified in Items 1 and 2 of the Declarations,
- (b) for the certificate period stated in Item 6 of the Declarations,
- (c) to bodily injury or property damage

- (1) with respect to which the primary financial protection described in Item 4 of the Declarations would apply but for exhaustion of its limit of liability as described in Condition 6 of the Master Policy, and
- (2) which is caused during the certificate period stated in Item 6 of the Declarations by a nuclear incident arising out of or in connection with the nuclear reactor described in Item 3 of the Declarations, and

(3) which is discovered and for which written claim is made against the insured not later than ten years after the end of the certificate period stated in Item 6 of the Declarations. However, with respect to bodily injury or property damage caused by an extraordinary nuclear occurrence this subparagraph (3) shall not operate to bar coverage for bodily injury or property damage 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.

Declarations

Item 1. Named insureds and addresses:

- (a) Philadelphia Electric Company, 2301 Market Street, Philadelphia, PA 19101
- (b)

Item 2. Additional insureds:

Any other person or organization who would be insured under the primary financial protection identified in Item 4 of the Declarations but for exhaustion of the limit of liability of such primary financial protection.

Item 3. Description and location of nuclear reactor: Unit 1 of the Limerick Generating Station located in southeastern Pennsylvania on the Schuylkill River.

Item 4. (a) Identification of primary financial protection applicable to the nuclear reactor and limit(s) of liability thereof:

Nuclear Energy Liability Insurance Association's	
Policy NF-284	\$124,000,000
Mutual Atomic Energy Liability Underwriters'	
Policy MF-	\$ 36,000,000

(b) The following endorsements, attached to the primary financial protection policies listed in Item 4 (a) also apply to the insurance afforded by the Master Policy through this certificate as though they were attached hereto:

- (1) Waiver of Defenses Endorsement (Extraordinary Nuclear Occurrence) and
- (2) Supplementary Endorsement - Waiver of Defenses - Reactor Construction at the Facility,

(c) The limits of liability provided under the primary financial protection specified in Item 4 (a) above are not shared with any other reactor except as follows:

No Exceptions

- Item 5. Limits of Liability: The amount of retrospective premium actually received by the companies plus the amount of the companies' contingent liability, if any, pursuant to Conditions 2, 3 and 4 of the Master Policy.
- Item 6. Certificate Period: Beginning at the same time and date that the Facility Operating License issued by the United States Nuclear Regulatory Commission for the reactor described in Item 3 of this certificate becomes effective and continuing to the effective date and time of cancellation or termination of the Master Policy or this certificate, whichever first occurs, eastern standard time.
- Item 7. Maximum retrospective premium (exclusive of allowance for premium taxes) payable pursuant to Condition 2 of the Master Policy with respect to each nuclear incident: \$3,875,000.
- Item 8. Portion of the annual premium payable for the companies' contingent liability described in Condition 4 of the Master Policy from the effective date hereof to the end of calendar year 1984 : The pro rata portion of \$4,650 for the period from the effective date of this certificate to the end of the calendar year during which such effective date occurs.

BOND FOR PAYMENT OF RETROSPECTIVE PREMIUMS

Know All Men By These Presents, that the undersigned do hereby acknowledge that they are named insureds under the Master Policy described in the above Certificate of Insurance and Declarations. The named insureds do hereby covenant with and are held and are firmly bound to the members of Nuclear Energy Liability Insurance Association subscribing the Master Policy (hereinafter called the "companies") to pay to the companies all retrospective premiums and allowances for premium taxes which shall become due and payable in accordance with the Master Policy, as it may be changed from time to time, with interest on such premiums and allowances for taxes to be computed at the rate provided in the Master Policy from the date payment thereof is specified to be due the companies in written notice to the first named insured as provided in Condition 2 of the Master Policy until paid;

And it is hereby expressly agreed that copies of written notices of retrospective premiums and allowances for premium taxes due and payable or other evidence of such amounts due and payable sworn to by a duly authorized representative of the companies shall be prima facie evidence of the fact and extent of the liability of the named insureds for such amounts;

And it is further expressly agreed that the named insureds will indemnify the companies against any and all liability, losses and expenses of whatsoever kind or nature (including but not limited to interest, court costs, and counsel fees) which the companies may sustain or incur (1) by reason of the failure of the named insureds to comply with the covenants and provisions of this Bond and (2) in enforcing any of the covenants or provisions of this Bond, or any provisions of the Master Policy relating to such covenants or provisions;

For the purpose of recording this agreement, a photocopy acknowledged before a Notary Public to be a true copy hereof shall be regarded as an original.

The preceding Certificate of Insurance, Declarations and Bond form a part of the Master Policy. Cancellation or termination of the Master Policy or the Certificate of Insurance shall not affect the named insured's obligations under the policy or the Bond to pay the retrospective premiums and allowances for premium taxes, as provided in this Certificate and Condition 2 of the Master Policy.

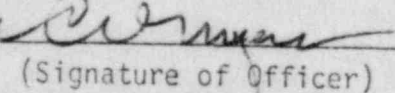
IN WITNESS WHEREOF, the named insureds have caused this Certificate, these Declarations and this Bond for Payment of Retrospective Premiums, to be signed and sealed by a duly authorized officer, to be effective as of the time and date of the inception of the Certificate period.

Attest or Witness

Named Insureds:

Philadelphia Electric Company

(Named Insured - Type or Print)

By  (SEAL)
(Signature of Officer)

C. V. Myers, Vice President

(Type or Print Name & Title of Officer)

Date: May 8, 1984

(Named Insured - Type or Print)

By _____ (SEAL)
(Signature of Officer)

(Type or Print Name & Title of Officer)


Date: _____

(Named Insured - Type or Print)

By _____ (SEAL)
(Signature of Officer)

(Type or Print Name & Title of Officer)

Date: _____


ASST SECRETARY

IN WITNESS WHEREOF, the companies subscribing the Master Policy have caused the Certificate of Insurance and the Declarations to be signed on their behalf by the President of Nuclear Energy Liability Insurance Association to be effective as of the time and date of the inception of the Certificate period, and countersigned below by a duly authorized representative.

Attest or Witness

For the Subscribing Companies of
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

[Signature] BY: [Signature]
Burt C. Proom, President

Countersigned by [Signature]
(Authorized Representative)

SUBSCRIBING COMPANIES

	<u>PROPORTION OF 100%</u>
Actna Casualty & Surety Co., The, 151 Farmington Avenue, Hartford, CT 06156	8.75847
Affiliated FM Insurance Co., Allendale Park, P.O. Box 7500, Johnston, RI 02919	.25024
Allianz Insurance Company, 6435 Wilshire Blvd., Los Angeles, CA 90048	1.33462
Allstate Insurance Co., 1 Allstate Corn'l Plaza, - TIA, 51 West Higgins Rd., South Barrington, IL 60010	4.67118
American Home Assurance Company, 70 Pine Street, New York, NY 10005	.87585
American Motorists Insurance Company, Long Grove, IL 60049	.41707
Bituminous Casualty Corporation, 320-18th St., Rock Island, IL 61201	.41707
Centennial Insurance Company, Atlantic Building, 45 Wall Street, New York, NY 10005	.25025
Commercial Union Insurance Co., One Beacon Street, Boston, MA 02108	3.33656
Connecticut Indemnity Company, The, 9 Farm Springs Rd., Farmington, CT 06032	.41707
Continental Casualty Co., CIA Plaza, Chicago, IL 60685	4.50435
Continental Insurance Co., The, 2 Corporation Place South, Piscataway, NJ 08854	7.71579
Federal Insurance Co., 51 John F. Kennedy Parkway, Short Hills, NJ 07078	1.50145
Firemen's Fund Insurance Companies, P.O. Box 777, Novato, CA 94998	5.33849
General Accident Insurance Company of America, 414 Walnut St., Philadelphia, PA 19105	1.34462
General Insurance Company of America, Safeco Plaza, Seattle, WA 98185	1.66828
Hanover Insurance Co., The, 440 Lincoln St., Worcester, MA 01605	.50048
Hartford Accident and Indemnity Co., The, Hartford Plaza, Hartford, CT 06115	7.09020
Hartford Steam Boiler Insp. & Ins. Co., The, 56 Prospect St., Hartford, CT 06102	.58289
Highlands Insurance Co., 660 Jefferson St., Houston, TX 77002	.33365
Home Indemnity Co., The, 59 Maiden Lane, New York, NY 10038	1.83511
Insurance Co. of North America, c/o CIGNA, 10 Rockefeller Plaza, New York, NY 10020	4.83801
Metropolitan Prop. & Liab. Insurance Co., 125 Maiden Lane, Suite 1200, New York, NY 10038	1.66828
Mission Insurance Company, 2501 Wilshire Blvd., Los Angeles, CA 90057	.50048
Monarch Insurance Co. of Ohio, The, 19 Rector St., New York, NY 10006	.33365
Motors Insurance Corporation, 3044 West Grand Blvd., Detroit, MI 48202	.16683
Northwestern National Insurance Company, 731 No. Jackson St., Milwaukee, WI 53202	.93424
Ohio Casualty Insurance Company, Inc, 136 North Third St., Hamilton, OH 45025	.16683
Pacific Indemnity Co., 51 John F. Kennedy Parkway, Short Hills, NJ 07078	.41707
Protective Insurance Co., 3100 North Meridian St., Indianapolis, IN 46208	.08341
Providence Washington Insurance Co., 20 Washington Place, Providence, RI 02903	.16683
Reliance Insurance Company, 4 Penn Center Plaza, Philadelphia, PA 19103	1.00097
Royal Insurance Company of America, 150 William Street, New York, NY 10038	3.50338
St. Paul Fire & Marine Ins. Co., 385 Washington St., St. Paul, MN 55102	5.05822
Seaboard Surety Co., 90 William St., New York, NY 10038	.16683
State Farm Fire & Casualty Company, 112 East Washington St., Bloomington, IL 61701	.83414
Transamerica Insurance Company, P.O. Box 54256, Los Angeles, CA 90054	.83414
Transport Indemnity Company, 3670 Wilshire Blvd., Los Angeles, CA 90010	.08341
Travelers Indemnity Company, The, One Tower Square, Hartford, CT 06115	10.84332
United States Fidelity and Guaranty Co., P.O. Box 1138, Baltimore, MD 21203	10.76041
United States Fire Insurance Co., P.O. Box 2387, Morristown, NJ 07960	3.08633
Universal Underwriters Insurance Co., 5115 Oak Street, Kansas City, MO 64112	.16683
Zurich Insurance Co., 231 No. Martingale Rd., Schaumburg, IL 60196	1.25170