



231 W. Michigan, P.O. Box 2046, Milwaukee, WI 53201

January 20, 1988

Nuclear Regulatory Commission Office of Antitrust & Indemnity Washington, D.C. 20555

Gentlemen:

RE: Document Nos. 50-265 and 50-301

Enclosed are copies of the following endorsements to nuclear liability policies written in connection with the Wisconsin Electric Power Company's Point Beach Nuclear Plant:

Endorsement Nos. 88 and 89 to NELIA Policy No. NF-178

Endorsement Nos. 72 and 73 to MAELU Policy No. MF-53

Endorsement No. 8 to NELIA Certificate No. N-18

Endorsement No. 8 to NELIA Certificate No. N-19

Endorsement No. 8 to MAELU Certificate No. M-18

Endorsement No. 8 to MAELU Certificate No. M-19

Very truly yours,

W. J. Dundas Superintendent -

Risk Management Division

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Enclosures

cc: Mr. A. W. Finke

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#### NUCLEAR ENERGY LIABILITY INSURANCE

#### MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

#### ANNUAL PREMIUM ENDORSEMENT

Calendar Year 1988

ANNUAL PREMIUM: It is agreed that the Annual Premium due the companies for the period designated above is: \$ 1,688.00 .

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

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

Effective Date of this Endorsement January 1, 19  Issued to Wisconsin Electric Po	
Date of Issue December 15, 1987	
	For the Subscribing Companies
	MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
	By A.S. Quetter
Endorsement No. 8	Countersigned byAuthorized Representative

### Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

#### ANNUAL PREMIUM ENDORSEMENT

Calendar Year 1988

ANNUAL PREMIUM: It is agreed that the Annual Premium due the companies for the period designated above is: \$5,813.00.

THIS IS TO CERUFY 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 OF THE ORIGINAL TRUE THAT THE OCCUPY OF THE ORIGINAL PROTECTION) NO INSURANCE IS AFFORDED BY THIS COPY OF THE ORIGINAL TRUE THAT THE OCCUPY OF THE ORIGINAL THAT THE OCCUPY OF THE ORIGINAL THAT THE

Effective Date of this Endorsement January 1, 1988 To form a part of Certificate No N-19

12:01 A.M. Standard Time

Issued to Wisconsin Electric Power Company

Date of Issue December 15, 1987

By General Manager

Endorsement No 8 Countersigned by

AMERICAN NUCLEAR INSURERS

#### NUCLEAR ENERGY LIABILITY INSURANCE

#### MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

#### ANNUAL PREMIUM ENDORSEMENT

Calendar Year 1988

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Authorized Representative

Effective Date of this Endorsement January 1, 1988	To form a part of Gertificate No. M-18
Issued to Wisconsin Electric Power	
Date of Issue December 15, 1987	
	For the Subscribing Companies
	MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS
	By A.S. Quality
Endorsement No. 8	Countersigned by

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VICE PROPERTY LIABILITY UNDERWRITING

this Endorsement January 1, 1988  12:01 A.M. Standard Time	To form a part of Certificate No_N-18
Issued to Wisconsin Electric Power Company	
Date of Issue December 15, 1987	For the Subscribing companies
	By General Manager

# NUCLEAR ENERGY LIABILITY INSURANCE MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

#### ADVANCE PREMIUM AND STANDARD PREMIUM CALENDAR YEAR 1988 ENDORSEMENT

1.	ADVANCE PREMIUM: It is agreed that the for the period designated above is:	Advance Premium due the companies
	\$ 165,279.00	
,	CTANDARD ORGANIA AND DESCRIPTION	
2.	STANDARD PREMIUM AND RESERVE PR the Advance Premium: indicated above, it is ag the Industry Credit Rating Plan, the Standard the Reserve Premium is:	read that subject to the acquisions of
	\$_124,937.00	
	This is to certify that this is a true or	
	of the Nuclear Engray Liability Dake	int number and being made part
	A. S. Quatto	rde noreunder.
	John L. Artir ochi, Vice Presider Liability American Nuclear Insurem	Under winling
Effective Date of This Endorsement	January 1, 1988	To form a part of Policy NoMF-53
Issued to Wisconsi	n Electric Power Company	
Date of Issue	December 15, 1987	For the subscribing companies
		MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITER
		1 - 1 -

Countersigned by \_

Authorized Representative

Endorsement No. \_\_

## Nuclear Energy Liability Insurance MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS

#### AMENDMENT OF COVERAGE ENDORSEMENT

#### FOR WORKERS CLAIMS

(Facility Form)

#### PREAMBLE

- The insurance and rating plan presently used by Mutual Atomic Energy Liability Underwriters ("MAELU") and Nuclear Energy Liability Insurance Association ("NELIA") do not make a distinction between workers claims arising from catastrophic events and those arising from lesser events;
- MAELU and NELIA believe that the lack of such a distinction will adversely affect their ability to continue to attract from world markets very large amounts of nuclear energy liability insurance for the nuclear industry;
- 3. MAELU and NELIA want to avoid this potential loss of capacity and to continue to provide nuclear energy liability insurance for workers claims. Accordingly MAELU and NELIA desire to restructure their present insurance programs, including this policy, effective January 1, 1988.

NOW, THEREFORE, the Named Insured and the companies do hereby agree as follows:

#### 1. DEFINITIONS

When used in reference to this endorsement:

"this policy" means the policy of which this endorsement forms a part;

"nuclear related employment" means all work performed at one or more than one nuclear facility in the United States of America or in connection with the transportation of nuclear material to or from any such facility. All of a worker's nuclear related employment shall be considered as having begun on the first day of such employment, regardless of the number of employers involved or interruptions in such employment;

"worker" refers to a person who is or was engaged in nuclear related employment;

"workers claims" means claims for damages because of bodily injury to a worker caused by the radioactive, toxic, explosive or other hazardous properties of nuclear material and arising out of or in the course of the worker's nuclear related employment;

"extraordinary nuclear occurrence" means an event which the United States Nuclear Regulatory Commission has determined to be an "extraordinary nuclear occurrence" as defined in the Atomic Energy Act of 1954, or in any law amendatory thereof.

#### 2. APPLICATION OF THIS ENDORSEMENT

This endorsement applies only to such insurance as is afforded by this policy for workers claims which do not arise in whole or in part out of an extraordinary nuclear occurrence.

#### 3. EXCLUSION OF NEW WORKERS CLAIMS

This policy does not apply to bodily injury to a worker which arises in whole or in part out of nuclear related employment that begins on or after January 1, 1988.

#### 4. APPLICATION OF POLICY TO WORKERS CLAIMS NOT EXCLUDED

With respect to such insurance as is afforded by this policy for workers claims which are not excluded, Insuring Agreement IV does not apply and the following Insuring Agreement IV-A does apply:

#### IV-A APPLICATION OF POLICY TO WORKERS CLAIMS

This policy applies only to bodily injury (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 the close of December 31, 1997.

#### 5. AVAILABILITY OF SUPPLEMENTAL INSURANCE

MAELU and NELIA are offering to make insurance under one or more Master Worker Policies available to all holders of Nuclear Energy Liability Policies (Facility Form). THIS OFFER IS CONTINGENT ON SUFFICIENT SUPPORT FROM POLICYHOLDERS, AND MAY BE WITHDRAWN OR MODIFIED BY MAELU OR NELIA AS THEY DEEM NECESSARY OR APPROPRIATE.

The Master Worker Policies will provide, under their separate terms and conditions, coverage for new workers claims. Premiums will be subject to a separate Industry Retrospective Rating Plan.

COVERAGE UNDER THE NEW MASTER WORKER POLICIES IS NOT AUTOMATIC. A WRITTEN REQUEST MUST BE SUBMITTED TO MAELU OR NELIA THROUGH REGULAR MARKET CHANNELS.

It is understood and agreed that all of the provisions of this endorsement shall remain in full force and effect without regard to this Section 5, and without regard to whether or not the Named Insureds become insureds under the Master Worker Policies, or whether or not MAELU or NELIA terminate such policies or withdraw or modify their offer to underwrite such policies.

Ex	ecuted	for the co	ompanies	
Da	te //	4/88 By	(Signature of Authorized Officer)	
			Ochn L. Quattrocchi, Vice President-Liability Under (Print or Type Name and Title of Officer)	writing
Ex	ecuted	for the Na	amed Insured	
			Wisconsin Electric Power Company	
Da	te _12	/11/87By	(Named Insured - Print or Type)	
			(Signature of Authorized Officer)	
Effective Dat	9.06		R. W. Britt, President  (Print or Type Name and Title of Officer) 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 Form) as des- ignated hereon. No Insurance is afforded hereunder.  John L. Quittocchi, Vice President Liability Uncerwitting American Nuclear Insurers	
this Endorsem	nent	January 1, 2:01 A.M. Sta Electric Powe	indard Time	MF-53
Date of Issue	Octob	er 19, 1987		
			For the Subscribing Companies	
			By S. Seedler	
Endorsement N	10	2	Countersigned by	
ME-64 (1/1/8	38)		Authorized Representativ	е

### NUCLEAR ENERGY LIABILITY INSURANCE

### NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

#### ADVANCE PREMIUM AND STANDARD PREMIUM CALENDAR YEAR 1988 ENDORSEMENT

ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies

1.

Endorsement No. 89

	for the period designated above is: \$ 569,295.00	ne Advance Premium due the compani	es
	STANDARD PREMIUM AND RESERVE P the Advance Premium indicated above, it is the Industry Credit Rating Plan, the Standar the Reserve Premium is:	agreed that subject to the provisions	-4
	This is to certify that this is a true Endorsement having the endorser of the Nuclear Energy Liability Polignated hereon. No Insurance is a John L. Ottrocchi, Vice President Liabili American Nuclear Insurers	nent number and being made part icy (Faylity Form) as des- forder hereunder.	
Effective Date of This Endorsement	January 1, 1988  12:01 A.M. Standard Time Electric Power Company	To form a part of Policy No	NF-178
	ember 15, 1987	For the subscribing companies	
		Al S. I.	

Countersigned by\_

General Manager

# Nuclear Energy Liability Insurance NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

#### AMENDMENT OF COVERAGE ENDORSEMENT

#### FOR WORKERS CLAIMS

(Facility Form)

#### PREAMBLE

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#### 2. APPLICATION OF THIS ENDORSEMENT

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Executed for the companies

Date 1/4/88 By A

	nt or Type Name and Title of Officer)
Executed for the Named	Insured
W1:	sconsin Electric Power Company
Date	(Named Insured - Print or Type)  (Signature of Authorized Officer)
(Prin	R. W. Britt, President nt or Type Name and Title of Officer)
Endorseme of the Nucl ignated her	ertify that this is a true copy of the original ent having the endorsement number and being made part lear Energy Liability Policy (Facility Form) as descended. No Insurance is afforded hereunder.
ffective Date of his Endorsement January 1, 1988 12:01 A.M. Standard	To form a part of Policy NoNF-178
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ate of Issue October 19, 1987	By General Manager
ndorsement No88 E-64 (1/1/88)	Countersigned by