



Consumers
Power

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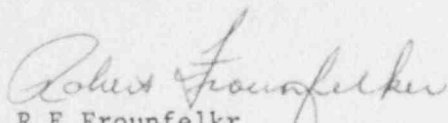
General Offices: 212 West Michigan Avenue, Jackson, MI 49201 • (517) 788-0550

January 21, 1988

Mr Ira Dinitz
Mail Stop 128
US Nuclear Regulatory Commission
Washington, DC 20555

ANI POLICY NF-117
DOCKET NO 50-155

Attached are two copies each of Endorsements 114 and 115 to ANI Policy NF-117 for Big Rock Point Nuclear Plant. Endorsement 114 is the Amendment of Coverage Endorsement for Workers Claims, and Endorsement 115 reflects the 1988 Advance Premium.


R E Frounfelker
Property & Casualty
Insurance Director

8801270458 880121
PDR ADOCK 05000155
J PDR

OC0188-10-IN02

A CMS ENERGY COMPANY

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Nuclear Energy Liability Insurance
NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

AMENDMENT OF COVERAGE ENDORSEMENT

FOR WORKERS CLAIMS

(Facility Form)

PREAMBLE

1. The insurance and rating plan presently used by Nuclear Energy Liability Insurance Association ("NELIA") and Mutual Atomic Energy Liability Underwriters ("MAELU") do not make a distinction between workers claims arising from catastrophic events and those arising from lesser events;
2. NELIA and MAELU 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. NELIA and MAELU want to avoid this potential loss of capacity and to continue to provide nuclear energy liability insurance for workers claims. Accordingly NELIA and MAELU 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

NELIA and MAELU 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 NELIA OR MAELU 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 NELIA OR MAELU 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 NELIA or MAELU terminate such policies or withdraw or modify their offer to underwrite such policies.

Executed for the companies

Date 1/6/88 By J. L. Quattrocchi
(Signature of Authorized Officer)

John L. Quattrocchi, Vice President-Liability Underwriting
(Print or Type Name and Title of Officer)

Executed for the Named Insured

Consumers Power Company

(Named Insured - Print or Type)

Date Nov 24, 1987 By R M Griswold
(Signature of Authorized Officer)

R M Griswold, Vice President & Treasurer

(Print or Type Name and Title of Officer)

APPROVED AS TO FORM
NF
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

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 designated hereon. No insurance is afforded hereunder.

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

Effective Date of this Endorsement January 1, 1988 To form a part of Policy No NF-117
12:01 A.M. Standard Time

Issued to Consumers Power Company

Date of Issue October 19, 1987 For the subscribing companies

By Thomas B. McLean
General Manager

Endorsement No 114

Countersigned by Thomas B. McLean

NUCLEAR ENERGY LIABILITY INSURANCE

NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION

ADVANCE PREMIUM AND STANDARD PREMIUM CALENDAR YEAR 1988
ENDORSEMENT

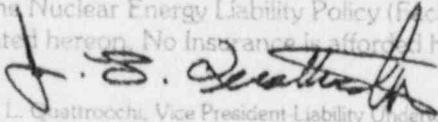
1. ADVANCE PREMIUM: It is agreed that the Advance Premium due the companies for the period designated above is:

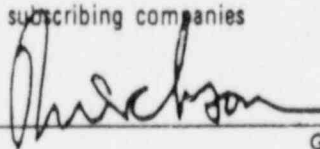
\$ 197,513.00

2. 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:

\$ 147,110.00

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 Form) as designated herein. No Insurance is afforded hereunder.


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

Effective Date of This Endorsement January 1, 1988 To form a part of Policy No. NF-117
12:01 A.M. Standard Time
Issued to Consumers Power Company
Date of Issue December 15, 1987
For the subscribing companies
By 
General Manager
Endorsement No. 115 Countersigned by _____