

Workers' Compensation and Employers' Liability

Policy

From The Hartford



**HACKETT
VALINE &
MACDONALD, INC.**
INSURANCE

100 WOODS DRIVE
100 WOODS DRIVE
100 WOODS DRIVE
BURLINGTON, VT
VERMONT 05407-2127
802-258-1100

10/37

INSURER: HARTFORD CASUALTY INSURANCE COMPANY
HARTFORD PLAZA, HARTFORD, CONNECTICUT 06115

NCCI Company Number: 14397

Company Code: 3



*1500204JS25870101 02300

POLICY NUMBER:

04 WB JS2587

Previous Policy Number:

04 WB JP0303

Suffix	
LARS	RENEWAL
	00

HOUSING CODE: 08

- 1. **Named Insured and Mailing Address:** VERMONT YANKEE NUCLEAR POWER CORPORATION
(No., Street, Town, State, Zip Code)

185 OLD FERRY ROAD
BRATTLEBORO, VT 05301

FEIN Number: 030217843

State Identification Number(s):

The Named Insured is: CORPORATION

Business of Named Insured: ARCHITECTS/ENGINEERS

Other workplaces not shown above: 400 DONALD J LYNCH BLVD MARLBOROUGH, MA 01752

- 2. **Policy Period:** From 10/01/00 To 10/01/01
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: HACKETT VALINE & MACDONALD INC

PO BOX 2127
SO. BURLINGTON, VT 05403

Producer's Code: 050382

Issuing Office: THE HARTFORD

24 NEW ENGLAND EXECUTIVE PARK
BURLINGTON MA 01803
(781) 313-8500

Total Estimated Annual Premium: \$2,431

Deposit Premium:

Policy Minimum Premium: \$223 MA (INCLUDES INCREASED LIMIT MIN. PREM.)

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Authorized Representative

Signature 10/6/00
Date

HACKETT VALINE & MacDONALD, INC

3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: MA (SP0).

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	\$1,000,000	each accident
Bodily injury by Disease	\$1,000,000	policy limit
Bodily injury by Disease	\$1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any , listed here:

ALL STATES EXCEPT ND, OH, WA, WV, WY, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

WC 00 03 11A WC 20 03 03B WC 00 04 14 WC 20 03 01 WC 20 03 02
WC 20 04 01 WC 20 06 01 WC 99 02 77

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis	Rates Per \$100 of Remuneration	Estimated Annual Premium
	Total Estimated Annual Remuneration		
8601 ARCHITECT-CONSULTING	IF ANY	.56	
8810 CLERICAL OFFICE EMPLOYEES NOC	1,345,848	.17	2,288
INCREASED LIMITS PART TWO 2.00 PERCENT			46
TO EQUAL INCREASED LIMITS MINIMUM PREMIUM (0990)			29
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION			2,363
MA - INTRA EXPERIENCE MODIFICATION			.900
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			2,127
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			2,127
EXPENSE CONSTANT (0900)			214
MASSACHUSETTS DIA ASSESSMENT 4.21 PERCENT			90
TOTAL ESTIMATED ANNUAL PREMIUM			2,431

Total Estimated Annual Premium:	\$2,431
Deposit Premium:	
Policy Minimum Premium:	\$223 MA (INCLUDES INCREASED LIMIT MIN. PREM.)

Interstate/Intrastate Identification Number:

Labor Contractors Policy Number:

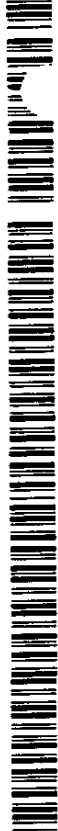
SIC:

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE

02302
*1500204JS25870101



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IMPORTANT: This Quick Reference is **not** part of the Workers Compensation and Employers Liability Policy and does **not** provide coverage. Refer to the Workers Compensation and Employers Liability Policy itself for actual contractual provisions.

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). ~~The only agreements relating to this insurance are stated in this policy.~~ The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal ~~state or territory disability law~~ that provide nonoccupational disability benefits.

B. Who Is Insured

You are insured if you are an employer named in Item 1 of the Information Page. ~~If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.~~

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

~~This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.~~

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational

PART ONE - WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;

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2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will

do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
 - a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO - EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.

2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the



conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. ~~for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;~~
2. for care and loss of services; and
3. for consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;

5. bodily injury intentionally caused or aggravated by you;
6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (45 USC Sections 901-950), the Nonappropriated Fund Employees Benefit Act (45 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942) any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. bodily injury to a master or member of the crew of any vessel;
11. fines or penalties imposed for violation of federal or state law; and
12. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

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We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease - policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease - each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right to action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE - OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that

state were listed in Item 3.A. of the Information Page.

3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the

Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR - YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE - PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis.

This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and

2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

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If this policy is cancelled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX - CONDITIONS

A. Inspection

We have the right, but are not obligated to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VOLUNTARY COMPENSATION AND EMPLOYERS
LIABILITY COVERAGE ENDORSEMENT**

*1500204JS25870101 02306

Policy Number: 04 WB JS2587

Endorsement Number:

Effective Date: 10/01/00 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: VERMONT YANKEE NUCLEAR POWER
CORPORATION
185 OLD FERRY ROAD
BRATTLEBORO, VT 05301

This endorsement adds Voluntary Compensation Insurance to the policy.

described in the Schedule were subject to the Workers Compensation Law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees

E. Recovery From Others

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If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers Liability Insurance

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

SCHEDULE

Employees

ALL EMPLOYEES INCLUDING DOMESTICS AND FARM LABORERS, WHO ARE NOT SUBJECT TO THE WORKERS COMPENSATION LAW OR OCCUPATIONAL DISEASE LAW OF ANY STATE OR TO THE UNITED STATES LONGSHOREMAN'S AND HARBOR WORKERS ACT BUT EXCLUDING MASTERS AND MEMBERS OF THE CREW OF ANY VESSEL.

State of Employment

ALL STATES OTHER THAN NEW JERSEY, TEXAS AND WISCONSIN

Designated Workers Compensation Law

MA

Countersigned by _____ Authorized Representative

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MASSACHUSETTS NOTICE TO POLICYHOLDER ENDORSEMENT

*1500204JS25870101 02307

Policy Number: 04 WB JS2587

Endorsement Number:

Effective Date: 10/01/00 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: VERMONT YANKEE NUCLEAR POWER CORPORATION 185 OLD FERRY ROAD BRATTLEBORO, VT 05301

This endorsement applies only to the insurance provided by the policy because Massachusetts is shown in Item 3.A. of the Information Page.

1. Rates and Premiums

The policy contains rates and classifications that apply to your type of business. If you have any questions regarding the rates or classifications, please contact your agent or us.

You may obtain pertinent rating information by submitting a written request to us at our address shown on this endorsement. We may require you to pay a reasonable charge for furnishing the information.

You may also submit a written request for a review of the method by which your classification, rates or premiums were determined. If you are not satisfied with the results of the review, you may appeal to the Commissioner of Insurance at the address shown in this endorsement.

2. Reserves or Settlements

You may request a loss run which contains reserve and settlement information for claims that relate to the premium for this policy. Such a request must be in writing and should be sent to our address shown on this endorsement. We will provide you with that information within thirty (30) days of receipt of your request, and at reasonable intervals thereafter.

If you have any questions or believe that we set unreasonable reserves or made unreasonable settlements that affected your premiums or losses, you may make a written request through your agent or directly to us for a meeting with our company representative. If you are not satisfied with the results of the meeting, you may make a written appeal to the Insurance Commissioner at the address shown on the endorsement.

Addresses

Commissioner of Insurance
Division of Insurance
Department of Banking and Insurance
One South Station
Boston, MA 02210-2223

Company Address

THE HARTFORD
24 NEW ENGLAND EXECUTIVE PARK
BURLINGTON MA 01803

Countersigned by _____ Authorized Representative

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTIFICATION OF CHANGE IN OWNERSHIP
ENDORSEMENT**

Policy Number: 04 WB JS2587

Endorsement Number:

Effective Date: 10/01/00 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: VERMONT YANKEE NUCLEAR POWER
CORPORATION
185 OLD FERRY ROAD
BRATTLEBORO, VT 05301

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

Countersigned by _____ Authorized Representative

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MASSACHUSETTS - ASSESSMENT CHARGE

*1500204JS25870101 02310

Policy Number: 04 WB JS2587

Endorsement Number:

Effective Date: 10/01/00 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: VERMONT YANKEE NUCLEAR POWER CORPORATION 185 OLD FERRY ROAD BRATTLEBORO, VT 05301

Massachusetts General Laws, Chapter 152, Section 65, as amended by Chapter 572 of the Acts of 1985, establishes a workers compensation special fund and a workers compensation trust fund.

On behalf of the Department of Industrial Accidental (DIA), the insurance company providing workers compensation coverage is required to bill and collect an assessment charge covering the special and trust funds from insured employers and remit the amounts collected to the State Treasury.

The assessment charge, which is determined by applying a rate (subject to annual change) to the standard premium developed under your policy, is shown as a separate item on the Information Page of the policy. The rate may be different for private employers and for the Commonwealth and its political subdivisions.

The income derived from the assessment charge will be used to fund the operating expenses of the DIA and to fund certain employee benefits as described in Chapter 152.

Countersigned by _____ Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MASSACHUSETTS PENDING PREMIUM
CHANGE ENDORSEMENT**

*1500204JS25870101 02311

Policy Number: 04 WB JS2587

Endorsement Number:

Effective Date: 10/01/00 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: VERMONT YANKEE NUCLEAR POWER
CORPORATION
185 OLD FERRY ROAD
BRATTLEBORO, VT 05301

A filing is being considered by the Massachusetts Division of Insurance which may result in premiums different from those shown on the policy. If it does, we will issue an endorsement to show the new premiums and their effective date.



Countersigned by _____
Authorized Representative

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MASSACHUSETTS CANCELLATION ENDORSEMENT

Policy Number: 04 WB JS2587

Endorsement Number:

Effective Date: 10/01/00 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: VERMONT YANKEE NUCLEAR POWER CORPORATION 185 OLD FERRY ROAD BRATTLEBORO, VT 05301

This endorsement applies only to the insurance provided by the policy because Massachusetts is shown in Item 3.A. of the Information Page.

The Cancellation Condition of the policy is replaced by the following:

Cancellation

- 1. You may cancel this policy by mailing or delivering to us advance written notice requesting cancellation. Such cancellation shall not be effective until ten days after written notice is given by us to The Workers' Compensation Rating and Inspection Bureau of Massachusetts (Bureau), or until notice has been received by the Bureau that you have secured insurance from another insurance company, whichever occurs first.
2. We may cancel this policy only if based on one or more of the following reasons: (i) nonpayment of premium; (ii) fraud or material misrepresentation affecting your policy; or (iii) a substantial increase in the hazard insured against. Such cancellation shall not be effective until ten days after written notice is given by us to you and The Workers' Compensation Rating and Inspection Bureau of Massachusetts (Bureau), or until notice has been received by the Bureau that you have secured insurance from another insurance company, whichever occurs first.
3. Any of these provisions that conflict with the law that controls the cancellation of this insurance policy is changed by this statement to comply with the law.

Countersigned by _____ Authorized Representative

Handwritten signature

*1500204JS25870101 02312





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY
PARTICIPATING DIVIDEND PROVISIONS**

Policy Number: 04 WB JS2587

Endorsement Number:

Effective Date: 10/01/00 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: VERMONT YANKEE NUCLEAR POWER
CORPORATION
185 OLD FERRY ROAD
BRATTLEBORO, VT 05301

The insurer shown on the Information Page is a stock insurer. The Policy Provisions are amended to include the following:

DIVIDEND PROVISIONS

DIVIDEND PROVISION. (Does not apply in Arkansas, California, Oregon, South Carolina or Texas). The insured shall participate in the earnings of the company, to such extent and upon such conditions as shall be determined by the Board of Directors of the

company in accordance with the law and as made applicable to this policy, provided the insured shall have complied with all of the terms of this policy with respect to the payment of premium.

STATE DIVIDEND PROVISIONS

ARKANSAS PARTICIPATING PROVISIONS. The insured shall participate in the earnings of the company, to such extent and upon such conditions as shall be determined by the board of directors of the company in accordance with the law as made applicable to this policy, provided the insured shall have complied with all terms of this policy with respect to the payment of premium. Dividends are not guaranteed and must by law be paid from the surplus of the company.

such time and subject to conditions as shall be set forth in such plan and in accordance with the law after the expiration of the policy period to which the dividend is applicable, provided no dividend shall accrue or become payable hereunder:

CALIFORNIA PARTICIPATING PROVISIONS. The insured may be entitled to a dividend which shall represent such proportion of any distributable surplus of the Company accumulated from premiums on California Workers' Compensation policies as may be provided in such authorized dividend plan as may hereafter be adopted at the sole discretion of the Board of Directors of the Company and made applicable to this policy, such dividend to be computed and paid at

1. If any part of the premium of this policy shall remain unpaid after written demand therefor, or in any event for a continuous period of ninety days following date of statement mailed to the insured;
2. If the insured shall fail to render every report of earnings requested by the Company or keep accurate payroll records so that the actual premium for the policy period can be determined by the Company;
3. If suit is brought by the Company for an accounting or to force collection of any part of the premium for this policy.

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Under California Law it is unlawful for an insurer to promise the future payment of dividends under an unexpired workers' compensation policy or to misrepresent the conditions for dividend payment. Dividends are payable only pursuant to conditions determined by the Board of Directors or other governing board of the Company following policy expiration.

OREGON PARTICIPATING PROVISIONS. It is unlawful in Oregon for an insurer to promise to pay policyholder dividends for any unexpired portion of the policy term or to misrepresent the conditions for dividend payment. Dividends will be due and payable only for a policy period that has expired, and only if declared by and under conditions prescribed by the Board of Directors of the insurer.

SOUTH CAROLINA PARTICIPATING PROVISIONS. The insured shall participate in the earnings of

the company, only in accordance with the law and with a plan applicable to this policy which has been filed with the Chief Insurance Commissioner of South Carolina, provided the insured has complied with all the terms of this policy with respect to the payment of premium.

Neither dividends nor any factor in their calculation may be guaranteed. By purchasing this policy, the insured obtains no contractual right to a dividend. Dividends are declared in the sole discretion of the governing body of the insurer, in accordance with the law. Any representations to the contrary are false.

TEXAS DIVIDEND PROVISION - PARTICIPATING COMPANIES. The named insureds shall be entitled to participate in a distribution of the surplus of the company, as determined by its Board of Directors from time to time, after approval in accordance with the provisions of the Texas Insurance Code, of 1951, as amended.

Countersigned by _____

Authorized Representative



MASSACHUSETTS BENEFITS CLAIM AND AGGREGATE DEDUCTIBLE PROGRAM

Dear Policyholder:

Section 25A of Chapter 152 Massachusetts Workers' Compensation Law requires the Massachusetts Workers' Compensation Assigned Risk Pool and voluntary market insurers to offer to insureds with workers' compensation policies, which provide coverage in Massachusetts, a choice of medical and indemnity benefits deductibles.

In accordance with the statute, as amended, the Division of Insurance has approved two separate and distinct deductible programs, one without an aggregate limit, and one with an aggregate limit. An insured may select either program, or neither of them. These programs are not available for insureds with retrospectively rated policies.

The first program, Massachusetts Benefits Deductible Program, without an aggregate limit, which has been in effect since January 1, 1993, is intended for insureds who have the financial ability to handle some losses they incur. This program allows these insureds to establish an amount of loss they can absorb and purchase insurance only for losses above that predetermined deductible amount.

Under this program, medical and indemnity deductibles of \$500, \$1,000, \$2,000 and \$2,500 shall be offered to every employer. In addition, an insurer or the Pool, at its option, may offer to any employer providing collateral deemed adequate by such insurer, a medical and indemnity benefits deductible of \$5,000.

The deductible shall apply separately to each claim for bodily injury by disease or accident. The insurer shall pay all benefits required under the provisions of M.G.L.c.152 directly to the appropriate party. Subsequent to insurer payment of any amount which falls within the deductible limit on any claim, the insurer may seek reimbursement from the policyholder. Failure to make complete reimbursement for deductibles within thirty days of receipt of bill from the insurer shall constitute non-payment of premium and be grounds for termination of the policy.

The entire cost of all claims shall be included in the experience data used to determine the experience modification of the insured regardless of the requirement that reimbursement must be made for the deductible amount on any claim.

If you wish to elect a medical and indemnity deductible, and your policy is being renewed effective on or after January 1, 1997, you must make your election before the effective date of your policy, otherwise at the next renewal of your policy.

- \$ 500
- \$ 1,000
- \$ 2,000
- \$ 2,500 with Aggregate
- \$ 2,500
- \$ 5,000
- Do Not Elect
- Do Not Elect

Policy Number		
04 WB JS2587		
Employer Name	Date	Signature and Title
VERMONT YANKEE NUCLEAR POWER CORPORATION		
Agent Name	Date	Signature
HACKETT VALINE & MACDONALD INC		

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WORKERS COMPENSATION PARTICIPATING PROGRAM SP-O

Your Workers Compensation Policy is being written under participating program SP-O. The dividends cannot be guaranteed in advance. They are payable at the discretion of the Board of Directors of the company out of any underwriting profit on the total of all policies issued under the program, rather than on any individual policies. We feel we must advise that based upon the current underwriting results of policies issued under the SP-O program, the opportunities for earning dividends under the program are somewhat limited.

We feel strongly that ultimately "the best protection is prevention" and we urge you to continue your efforts to guard the health and safety of your employees. Their well-being is your primary concern and it can also, hopefully, result in future savings in premium dollars.

If you should have any questions, please consult your Hartford Agent.

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In Witness Whereof, the Company has caused this policy to be signed by its President and Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the Company.

C. M. O'Halloran
Charles Minor O'Halloran, Secretary

Ramani Ayer
Ramani Ayer, Chairman & CEO

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MAINTAINING YOUR RECORDS FOR AUDIT PURPOSES



WHAT IS A PREMIUM ADJUSTMENT?

When your Workers' Compensation policy was issued you paid a deposit premium based on the nature of your business and estimates of your payroll. At the end of the policy period, we conduct an audit to compare the estimates against the actual figures and operations. Based on this comparison an adjustment is made. If the actual premium is less than what you already have paid, a refund will be made. If it's more, you will be billed for the difference. These adjustments are subject to any minimum premiums that apply.

HOW WILL THE PREMIUM ADJUSTMENT BE MADE?

On smaller, less complex operations we may ask you to provide the information by mail or telephone. If we do, we will provide the necessary forms for you to complete.

On larger, more complex operations one of our Premium Auditors will contact you for an appointment. You will be contacted either by telephone or mail. If directed, the auditor will contact your accountant to obtain as much information as possible and contact you at a later time for additional information that may be needed.

BASIS OF PREMIUM

Remuneration (Payroll) in most states, includes:

Payment of: Wages, bonuses, commissions, over-time,* sick pay, vacation pay,* tool allowances, contributions to individual retirement accounts, employee contributions to employee benefit plans.

Payments on basis of: Piece work, incentive plans, profit sharing.

The value of: Housing furnished to employees,* meals furnished to employees,* store certificates, merchandise and other dollar substitutes.

Remuneration does not include:

- Employer contributions to a group insurance or pension plan other than statutory plans of insurance.
- Special awards for individual inventions or discoveries.
- Overtime.*

Subcontractors. In the absence of other insurance, most state laws hold a contractor responsible for injuries to employee of subcontractors. At the time of audit Certificates of Insurance must be available for subcontractors with employees, in order to avoid payment of premium.

Independent Contractors, without employees, whose duties closely resemble those of an employee, will be considered your employee with the appropriate premium charged.

The actual working relationship between you and the Independent Contractor is examined. Items such as, but not limited to: whether the work performed is an integral part of your operations, whether you have the right to control the details of the work, the method of payment, who supplied the materials used, does the person regularly work for others, whose regulatory authority did person operate under, whether the person is involved in a separate and distinct business offering the same services to the public.

RECORDS

As part of the policy conditions, we are allowed to examine your financial books and records to determine actual exposures and operations. We would appreciate your cooperation in making the needed records available for the auditor's inspection.

What Records Will Be Needed?

The records needed will vary. In most cases, the Premium Auditor will be able to obtain the necessary audit data from two or more of the following records: Journals, Ledgers, State and Federal Tax Reports, Individual Earning Cards, Checkbooks and Contracts.

How You Should Keep Your Records

By maintaining your payroll records in accordance with the following guidelines, you might reduce your insurance costs.

Overtime. In most states, the amount paid in excess of straight time pay can be deducted if it can be verified in your records. You must maintain your records to show pay separately by employee and in summary by classification of work.

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***Division of an employee's payroll** to more than one classification is not allowed in most states.

Exception: For construction, erection or stevedoring operations the payroll of an employee may be allocated to each type of work performed if proper records are kept. Your records must show the number of hours and amount of payroll for each type of work. If you do not keep such a breakdown, the full salary must be charged to the highest rated classification to which the employee is exposed

Executive Officers in most states are considered employees of their corporation and included in the computation of premium. Their remuneration is assigned without division to the actual operation in which they are engaged. If their duties are the same as those of a worker, foreman or superintendent, their payroll is assigned to the classification that develops the highest

payroll. Minimum and maximum payrolls apply to executive officers.

Automated Records. If your records are automated or you plan to automate in the near future you can obtain maximum benefits by setting up your records to include insurance requirements. Our Premium Auditor will be pleased to assist you in setting up your records. Contact your Hartford Representative if you would like this assistance.

NOTE: The contents of this publication are not intended to supersede any definitions or conditions of your policy, the Workers' Compensation Law or any legal rulings.

****Your state may have specific rules or exceptions. Please contact your Hartford Representative for details that may apply and answer questions you may have.***

An Important Message to

Workers Compensation Policyholders

The control of workplace accidents and injuries should be among the highest priorities of your firm. Each accident wastes precious human and financial resources, and introduces inefficiencies into your operations. From a practical standpoint, the control of accidents, and their inevitable costs, simply makes good business sense.

An effective loss prevention/loss control program can save you money and aggravation, can positively impact your loss experience (and thus your premium), and

most importantly, can help you maintain solid control of your operations.

As a service to you, our valued customer, the Loss Control Department of The Hartford can assist you in establishing time-proven and cost effective loss prevention and loss control strategies. This folder outlines many of the services available to you, and provides a mechanism for you to request them. If you would like additional information or assistance, please complete and return the reply portion to us; or, contact your independent agent.

SERVICES AVAILABLE

The Hartford, in cooperation with your independent agent, makes Loss Control services available to assist you in your loss prevention efforts. There is no 'canned' approach to the services we offer. Our intent has always been to respond to your individual needs with appropriate and timely assistance.

- (1) If your operations do not normally involve a significant degree of hazard, or if you already have a good loss control program, additional information or guidance may be all that is necessary to "fine-tune" your program. In such instances, we can mail to you the information you need, or consult with you directly on the phone.
- (2) If your operations involve more hazardous operations; if your accident frequency or severity are above those of your competitors; or if you request, our safety and health professionals can provide consultation in person to address your specific needs. This visit could address, for example:

- o An evaluation of your Loss Prevention Program.
- o Specific hazard evaluations, including ergonomics, industrial hygiene, and material handling.
- o An initial comprehensive survey and evaluation to address potential safety and health hazards.
- o Consultation and training to help management establish a comprehensive Loss Prevention Program or Self-Inspection Programs.
- o Periodic summaries of accidents and analysis of causes.
- o Follow-up visits to check on progress and to provide continuing assistance when required.

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A WORD ABOUT OSHA

The Occupational Safety and Health Act of 1970 and similarly approved State Plans require employers to provide their employees with safe and healthful places to work. The Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor and similar State agencies enforce the regulations and apply penalties (civil and criminal) for non-compliance.

New standards have been developed, and through application and interpretation, standards change. You should make yourself

aware of the standards that are applicable to your operations, and assure yourself that reasonable efforts are made to be in compliance. Copies of the standards are available through most libraries, or can be obtained through OSHA or the U.S. Government Printing Office.

You should know that neither The Hartford, nor any other party, can fulfill your obligations under the Law. Questions related to your legal obligations should be referred to your legal counsel.

SOME SAFETY REMINDERS FROM THE HARTFORD:

Have you considered:

- o The need to formalize your safety efforts to assure compliance and document your efforts?
- o The need to acquire Material Safety Data Sheets on all hazardous materials and the need for training on appropriate safety measures for your employees?
- o Requirements for record keeping of injuries, illnesses, and exposure to hazardous substances?
- o Assessing each job task to determine hazards and needed controls?
- o The appropriate use of post-offer pre-placement physical examinations?
- o Measuring each exposure to hazardous substances to determine the need for control or personal protective equipment?
- o What mechanisms are in place to periodically verify that exposure controls (guards, ventilation systems, etc.) are still in place and working?
- o What specific training your employees and your supervisors need to avoid hazards in the workplace?
- o What specific OSHA standards apply to your business?
- o What mechanism exists to promptly investigate all accidents and 'near-misses' to limit the chance of another occurrence?
- o The TOTAL financial impact an injury or illness has on your business?
- o What resources are available to you to help prevent accidents and illnesses?

THIS BROCHURE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT INTENDED TO BE A SUBSTITUTE FOR A COMPLETE ON-SITE SAFETY INSPECTION CONDUCTED BY A QUALIFIED LOSS CONTROL SPECIALIST. READERS ARE ENCOURAGED TO HAVE SUCH AN INSPECTION CONDUCTED BOTH TO PROMOTE WORKPLACE SAFETY AND TO COMPLY WITH APPLICABLE LAW.

**FOR ADDITIONAL
INFORMATION OR ASSISTANCE,
EITHER TELEPHONE -
OR
MAIL THIS FORM
TO YOUR
HARTFORD AGENT
OR NEAREST OFFICE OF
The HARTFORD**

No charge will be made for this consultation.

NOTICE TO CALIFORNIA POLICYHOLDERS

California Workers Compensation insurance policyholders may register comments about the insurer's loss control consultation service by writing to:

State of California
Department of Industrial Relations
Division of Occupational Safety and Health
P. O. Box 420603
San Francisco, California 94142

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**To The Hartford's
Loss Control Department:**

Yes - I am interested in obtaining assistance in the areas below:

Administrative

- Accident Analysis
- Accident Investigation
- Safety Committees
- Safety Self-Inspection
- Establishing Loss Control Program
- Return to Work Programs
- Safety Promotion Programs

Fire Protection

- Fire Emergency Plans
- Flammable liquids/gasses control
- Fire Extinguishers
- Standpipes & Hoses
- Fire Alarms
- Automatic Sprinklers
- Smoke Detectors

Machinery & Equipment Hazards

- Machine Guarding
- Ergonomics (repetitive motion injuries)
- Material Handling

Occupational Health

- Industrial Hygiene (general)
- Noise Exposures
- Hazard Communication
- Air Contaminants
- Indoor Air Quality
(Sick Building Syndrome)
- Physical Hazards
(heat, cold, radiation, etc.)
- Personal Protective Equipment

Construction

- Prebid/Prejob Consultation
- Construction Site Consultation
- Construction Equipment Hazards
- Trenching & Excavation
- Ladders & Scaffolds
- Hazard Communication for Construction

Other:

Name _____
Company _____
Address _____
City & State _____ **Zip Code** _____
Telephone _____
Agent's Name _____
Policy # _____
Expiration Date _____

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**NOTICE
TO
EMPLOYEES**

**NOTICE
TO
EMPLOYEES**

**The Commonwealth of Massachusetts
DEPARTMENT OF INDUSTRIAL ACCIDENTS**

600 Washington Street, Boston, Massachusetts 02111
617-727-4900

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As required by Massachusetts General Law, Chapter 152, Sections 21, 22, & 30, this will give you notice that I (we) have provided for payment to our injured employees under the above mentioned chapter by insuring with:

HARTFORD CASUALTY INSURANCE COMPANY
NAME OF INSURANCE COMPANY

24 NEW ENGLAND EXECUTIVE PARK
BURLINGTON MA 01803
ADDRESS OF INSURANCE COMPANY

04 WB JS2587
POLICY NUMBER

10/01/00
EFFECTIVE DATES

HACKETT VALINE & MACDONALD INC
NAME OF INSURANCE AGENT ADDRESS PHONE

VERMONT YANKEE NUCLEAR POWER
185 OLD FERRY ROAD BRATTLEBORO VT 05301
EMPLOYER ADDRESS

EMPLOYER'S WORKERS COMPENSATION OFFICER (IF ANY) DATE

MEDICAL TREATMENT

The above named insurer is required in cases of personal injuries arising out of and in the course of employment to furnish adequate and reasonable hospital and medical services in accordance with the provisions of the Workers Compensation Act. A copy of the First Report of Injury must be given to the injured employee. The employee may select his or her own physician. The reasonable cost of the services provided by the treating physician will be paid by the insurer, if the treatment is necessary and reasonably connected to the work related injury. In cases requiring hospital attention, employees are hereby notified that the insurer has arranged for such attention at the

NAME OF HOSPITAL ADDRESS

TO BE POSTED BY EMPLOYER



TELECLAIM

How To Report A Work-Related Injury Through TeleClaim

- | | |
|----|---|
| 1) | Get the facts regarding the injury. |
| 2) | Obtain employee personnel file whenever possible. |
| 3) | Gather information listed below to expedite your call. |
| 4) | Call 24 hours a day, 365 days a year at 1-800-327-3636. |

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What Information To Gather Before Placing Your Call

During your TeleClaim call, you will be asked questions similar to those on the first report of injury, such as those listed below. The more information you have at hand, the less time the call will take - and the less need for follow-up. Phone reports generally last approximately 10 minutes.

Employer

- Company Tax ID Number
- Policy Number

Injury

- When/where/how injury occurred
- Type of injury (cut, burn, etc.)
- Exact part of body injured
- Names of witnesses
- Name and address of physician or hospital
- Anticipated return to work date

Injured Worker

- Name and address of injured
- Social Security number
- Age/sex/marital status
- Number of dependents
- Date of hire/years in current position
- Wage information

(CUT ALONG THE DOTTED LINE)

How TeleClaim Will Speed the Process

- o Gathers all necessary information over the phone - eliminating the need for you to complete and submit any claim forms.
- o Generates any required First Report of Injury notice according to state guidelines
- o Forwards First Report of Injury to the state, your corporation, and the appropriate Hartford Claim Office.

TeleClaim

The only number The Hartford customers need to report workers compensation losses:

1-800-327-3636

Company Tax ID # _____

Policy # _____





MASSACHUSETTS BENEFITS CLAIM AND AGGREGATE DEDUCTIBLE PROGRAM

Dear Policyholder:

Section 25A of Chapter 152 Massachusetts Workers' Compensation Law requires the Massachusetts Workers' Compensation Assigned Risk Pool and voluntary market insurers to offer to insureds with workers' compensation policies, which provide coverage in Massachusetts, a choice of medical and indemnity benefits deductibles.

In accordance with the statute, as amended, the Division of Insurance has approved two separate and distinct deductible programs, one without an aggregate limit, and one with an aggregate limit. An insured may select either program, or neither of them. These programs are not available for insureds with retrospectively rated policies.

The first program, Massachusetts Benefits Deductible Program, without an aggregate limit, which has been in effect since January 1, 1993, is intended for insureds who have the financial ability to handle some losses they incur. This program allows these insureds to establish an amount of loss they can absorb and purchase insurance only for losses above that predetermined deductible amount.

Under this program, medical and indemnity deductibles of \$500, \$1,000, \$2,000 and \$2,500 shall be offered to every employer. In addition, an insurer or the Pool, at its option, may offer to any employer providing collateral deemed adequate by such insurer, a medical and indemnity benefits deductible of \$5,000.

The deductible shall apply separately to each claim for bodily injury by disease or accident. The insurer shall pay all benefits required under the provisions of M.G.L.c.152 directly to the appropriate party. Subsequent to insurer payment of any amount which falls within the deductible limit on any claim, the insurer may seek reimbursement from the policyholder. Failure to make complete reimbursement for deductibles within thirty days of receipt of bill from the insurer shall constitute non-payment of premium and be grounds for termination of the policy.

The entire cost of all claims shall be included in the experience data used to determine the experience modification of the insured regardless of the requirement that reimbursement must be made for the deductible amount on any claim.

If you wish to elect a medical and indemnity deductible, and your policy is being renewed effective on or after January 1, 1997, you must make your election before the effective date of your policy, otherwise at the next renewal of your policy.

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> \$ 500 | <input type="checkbox"/> \$ 2,500 |
| <input type="checkbox"/> \$ 1,000 | <input type="checkbox"/> \$ 5,000 |
| <input type="checkbox"/> \$ 2,000 | <input type="checkbox"/> Do Not Elect |
| <hr/> | |
| <input type="checkbox"/> \$ 2,500 with Aggregate | <input type="checkbox"/> Do Not Elect |

Policy Number		
04 WB JS2587		
Employer Name	Date	Signature and Title
VERMONT YANKEE NUCLEAR POWER CORPORATION		
Agent Name	Date	Signature
HACKETT VALINE & MACDONALD INC		

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