



JAMES R. CURTIS, SPHR
Vice President
Human Resources

August 18, 1994

2520032544481

Top Hat Plan Exemption
Pension and Welfare Benefits Administration
Room N-5644
U.S. Department of Labor
200 Constitution Avenue NW
Washington, DC 20210

To the Secretary of Labor:

The following information is provided by the undersigned employer in compliance with the requirements of the alternative method of reporting and disclosure under Part 1 of Title 1 of the Employee Retirement Income Security Act of 1974 for unfunded or insured pension plans for a select group of management or highly compensated employees, specified in Department of Labor Regulations, 29 C.F.R. 2520.104-23:

1. Name and address of employer:

American Nuclear Insurers
29 South Main Street
West Hartford, CT 06107-2445

2. Employer Identification Number:

EIN 13-6112062

3. Purpose of plans:

American Nuclear Insurers maintains the plans primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees.

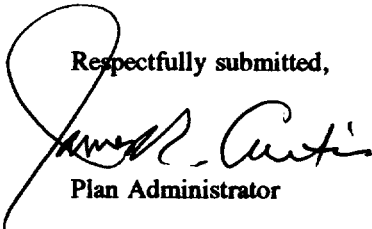
4. Number of Participants:

Two such plans are in existence, each with three (3) participants.

5. Plan Documents:

Attached hereto are copies of each of the two plans maintained by American Nuclear Insurers as described above.

Respectfully submitted,



Plan Administrator

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**AMERICAN NUCLEAR INSURERS
SUPPLEMENTAL PENSION PLAN**

Effective September 1, 1994

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**AMERICAN NUCLEAR INSURERS
SUPPLEMENTAL PENSION PLAN**

SECTION 1. PURPOSE OF SUPPLEMENTAL PENSION PLAN

This Supplemental Pension Plan is adopted by American Nuclear Insurers ("ANI") for the purpose of restoring benefit payments to certain selected executives whose benefits under the Insurance Company-Supported Organizations Employees Pension Plan (the "Pension Plan") would otherwise be reduced by the limitations imposed by IRC section 401(a)(17) and section 415. This Supplemental Pension Plan is intended to be an unfunded arrangement maintained for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974.

SECTION 2. DEFINITIONS

When used herein, the words and phrases defined hereinafter shall have the following meaning unless a different meaning is clearly required by the context. Terms used but not defined herein that are defined in the Pension Plan shall have the meanings assigned to them in the Pension Plan.

2.01 "Code" means the Internal Revenue Code of 1986, as amended, or as it may be amended from time to time.

2.02 "Committee" means the Executive Committee of the Board of Directors of ANI.

2.03 "Compensation" shall mean a Participant's wages for the year that are subject to Federal income tax withholding, increased by the amount of the Participant's elective contributions under a qualified cash or deferred arrangement

described in Code section 401(k) and salary deferrals under a Code section 125 plan, and without regard to the limitations prescribed under Code section 401(a)(17) and section 415.

2.04 "Participant" means an individual designated by the Committee under Section 3.

2.05 "Pension Plan" means the Insurance Company-Supported Organizations Employees Pension Plan.

2.06 "Supplemental Pension Benefits" means the benefits as computed under this Supplemental Pension Plan.

2.07 "Supplemental Pension Plan" means American Nuclear Insurers Supplemental Pension Plan effective September 1, 1994.

SECTION 3. PARTICIPANTS

The Committee, in its sole discretion, shall determine and designate those executives of ANI who are eligible to receive Supplemental Pension Benefits under the Supplemental Pension Plan.

SECTION 4. BENEFITS

4.01 Supplemental Pension Benefits. Upon the earliest date that a Participant is entitled to receive benefit payments under the Pension Plan, ANI shall pay to the Participant (or, in the case of the Participant's death, to the Participant's designated beneficiary, or if none, the Participant's estate) Supplemental Pension Benefits. The Supplemental Pension Benefits shall equal (a) minus (b) where (a) is present value, as determined under paragraph 4.03, of the benefit payable under the Pension Plan, determined without regard to the limitations prescribed under Code section 401(a)(17) and section 415 and based on all years of the

Participant's employment with ANI and all Compensation received by the Participant or payable to the Participant with respect to such years of employment and (b) is the present value, as determined under 4.03, of the benefit payable under the Pension Plan. No payment made hereunder shall reduce or diminish any benefit payable under the terms of the Pension Plan or any other benefit plan to or in respect of a Participant.

4.02 Method of Payment. The Supplemental Pension Benefits shall be in the form of a lump sum cash payment and shall be paid to the Participant (or, in the case of the Participant's death, to the Participant's designated beneficiary or, if none, the Participant's estate) as soon as is practical in the year following the year in which the Participant retires or terminates from ANI.

4.03 Calculation of Payment. For purpose of determining the amount of the lump sum payment to be made under paragraph 4.01, present value shall be determined using the Pension Benefit Guaranty Corporation's immediate annuity rate in effect on January 1 of the year in which the Supplemental Pension Benefits are paid.

SECTION 5. ADMINISTRATION

5.01 Management. This Supplemental Pension Plan shall be administered by the Committee. The Committee, in its sole discretion, shall interpret the Supplemental Pension Plan, prescribe, amend and rescind rules relating to the Supplemental Pension Plan, select eligible Participants, and take all other actions necessary for the Supplemental Pension Plan's administration, which actions shall be final and binding upon all Participants. The Committee may delegate some or all of its duties under this paragraph 5.01 to its duly authorized designee.

5.02 Relationship to Pension Plan. To the extent appropriate and not inconsistent herewith, the provisions of the Pension Plan, including vesting provisions, shall apply to this Supplemental Pension Plan and, wherever applicable, interpretation of this Supplemental Pension Plan shall be consistent with the terms of the Pension Plan.

5.03 Funding of Supplemental Pension Benefits. The Supplemental Pension Benefits to be paid to Participants are an unfunded obligation of ANI. Benefits, when due, shall be paid from the general assets of ANI. Payments under this Supplemental Pension Plan will not be made through the Pension Plan's Trust Fund.

SECTION 6. MISCELLANEOUS

6.01 Assignment. The benefits payable under this Supplemental Pension Plan may not be assigned or alienated, except as required by law, or as permitted by paragraph 4.01 to a Participant's designated beneficiary, or if none, a Participant's estate.

6.02 Governing Law. This Supplemental Pension Plan shall be governed by the laws of the State of Connecticut.

6.03 Relationship to Employment. The establishment and maintenance of the Supplemental Pension Plan, as well as the eligibility for and payment of Supplemental Pension Benefits thereunder, shall not be construed as conferring on a Participant any right to or contract for continued employment or employment for any duration or in any position. The eligibility for or payment of any benefit under the Supplemental Pension Plan shall not in any way interfere with the rights of either ANI or a Participant to terminate the Participant's

employment at any time, without notice, for any reason or for no reason, except as otherwise required by law or any employment agreement entered into by the Participant and ANI.

6.04 Spendthrift Clause. No right, title or interest of any kind in the Supplemental Pension Plan shall be transferable or assignable by any beneficiary or any other person or be subject to alienation, anticipation, encumbrance, garnishment, attachment, execution or levy of any kind, whether voluntary or involuntary. Any attempt to alienate, sell, transfer, assign, pledge, garnish, attach or otherwise encumber or dispose of any interest in the Supplemental Pension Plan shall be void.

6.05 Severability. In the event that any provision of this Supplemental Pension Plan shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Supplemental Pension Plan but shall be fully severable, and this Supplemental Pension Plan shall be construed and enforced as if said illegal or invalid provision had never been inserted herein.

6.06 Construction of Supplemental Pension Plan. The article and section headings and numbers are included only for convenience of reference and are not to be taken as limiting or extending the meaning of any of the terms and provisions of this Supplemental Pension Plan. Whenever appropriate, words used in the singular shall include the plural or the plural may be read as the singular.

6.07 General Creditor Status. The Supplemental Pension Plan represents a mere promise by ANI to pay Supplemental Pension Benefits to

Participants in the future, and Participants shall have the status of general creditors of ANI in the event such Supplemental Pension Benefits are not paid.

6.08 Withholding Taxes. Appropriate payroll taxes shall be withheld from cash payments made to participants pursuant to this Supplemental Pension Plan and as necessary from any other salary or bonus payments made by ANI to Participants.

6.09 Termination and Amendment. The Committee may from time to time amend, suspend, or terminate the Supplemental Pension Plan, in whole or in part. No amendment, suspension or termination shall impair the right of a Participant or a Participant's designated beneficiary to receive the Supplemental Pension Benefits accrued prior to the later of the date of adoption or the effective date of such amendment, suspension or termination.

IN WITNESS WHEREOF, ANI has caused this Supplemental Pension Plan to be duly executed on this 18th day of August, 1994.

AMERICAN NUCLEAR INSURERS

By: William D. Rooney

Title: CHAIRMAN

WITNESS:

James M. Curtis

WITNESS:

George D. [Signature]

**AMERICAN NUCLEAR INSURERS
SUPPLEMENTAL THRIFT PLAN**

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AUG 23 1994
RECEIVED

Effective September 1, 1994

**AMERICAN NUCLEAR INSURERS
SUPPLEMENTAL THRIFT PLAN**

SECTION 1. PURPOSE OF SUPPLEMENTAL THRIFT PLAN

This Supplemental Thrift Plan is adopted by American Nuclear Insurers ("ANI") for the purpose of restoring benefit payments to certain selected executives whose benefits under the Thrift Savings Plan for Employees of American Nuclear Insurers (the "Thrift Plan") would otherwise be reduced by the limitations imposed by IRC section 401(a)(17) and section 415. This Supplemental Thrift Plan is intended to be an unfunded arrangement maintained for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974.

SECTION 2. DEFINITIONS

When used herein, the words and phrases defined hereinafter shall have the following meaning unless a different meaning is clearly required by the context.

2.01 "Code" means the Internal Revenue Code of 1986, as amended, or as it may be amended from time to time.

2.02 "Committee" means the Executive Committee of the Board of Directors of ANI.

2.03 "Compensation" shall mean a Participant's wages for the year that are subject to Federal income tax withholding, increased by the amount of the Participant's elective contributions under a qualified cash or deferred arrangement described in Code section 401(k) and salary deferrals under a Code section 125

plan, and without regard to the limitations prescribed under Code section 401(a)(17) and section 415.

2.04 "Participant" means an individual designated by the Committee under Section 3.

2.05 "Supplemental Thrift Plan" means American Nuclear Insurers Supplemental Thrift Plan effective September 1, 1994.

2.06 "Supplemental Thrift Benefits" means the benefits as computed under this Supplemental Thrift Plan.

2.07 "Thrift Plan" means the Thrift Savings Plan for Employees of American Nuclear Insurers.

SECTION 3. PARTICIPANTS

The Committee, in its sole discretion, shall determine and designate those executives of ANI who are eligible to receive Supplemental Thrift Benefits under the Supplemental Thrift Plan.

SECTION 4. BENEFITS

4.01 Supplemental Thrift Benefits. The Supplemental Thrift Benefits shall include the following amounts that either ANI or the Participant are otherwise unable to contribute to the Participant's Thrift Plan account due to the limitations under Code section 401(a)(17) and section 415: a) deferred compensation of up to 16% as duly authorized by the Participant, b) Employer Matching Contributions, c) Employer Matching Contributions on amounts the Participant was unable (due to the limitations under Code section 401(a)(17) and section 415) to contribute during 1994 prior to implementation of this Supplemental Thrift Plan and d) interest accrued on amounts credited under a) and b). Interest shall also be

credited on amounts under c) and shall be calculated as described under Section 4.04 and aggregated from the time the Employer Matching Contributions so referenced would have been made if this Supplemental Thrift Plan had then existed. No payment made hereunder shall reduce or diminish any benefit payable under the terms of the Thrift Plan or any other benefit plan to or in respect of a Participant.

4.02 Method and Timing of Payment. The Supplemental Thrift Benefits shall be in the form of a lump sum cash payment and shall be paid to the Participant (or, in the case of the Participant's death, to the Participant's designated beneficiary, or if none, the Participant's estate) as soon as practical in the year following the year in which the Participant is first entitled to receive a complete distribution of benefits under the Thrift Plan.

4.03 Recordkeeping. For purposes of determining the amount of the lump sum payment to be made under paragraph 4.02, ANI shall maintain and deliver to each Participant an annual accounting of the amounts contributed and of the interest earned each calendar year.

4.04 Calculation of interest. For purposes of calculating interest under paragraph 4.01, the rate credited will be that amount credited under the most conservative vehicle available under the Thrift Plan. Interest shall be credited only on the last day of each month and shall be calculated upon the prior month's ending balance. No monthly interest shall be credited on amounts deposited during the month.

SECTION 5. ADMINISTRATION

5.01 Management. The Supplemental Thrift Plan shall be administered by the Committee. The Committee, in its sole discretion, shall interpret the Supplemental Thrift Plan, prescribe, amend and rescind rules relating to the Supplemental Thrift Plan, select eligible Participants, and take all other actions necessary for the Supplemental Thrift Plan's administration, which actions shall be final and binding upon all Participants. The Committee may delegate some or all of its duties under this paragraph 5.01 to its duly authorized designee.

5.02 Relationship to Thrift Plan. To the extent appropriate and not inconsistent herewith, the provisions of the Thrift Plan shall apply to this Supplemental Thrift Plan, and, wherever applicable, interpretation of the Supplemental Thrift Plan shall be consistent with the terms of the Thrift Plan.

5.03 Funding of Supplemental Thrift Benefits. The Supplemental Thrift Benefits to be paid to Participants are an unfunded obligation of ANI. Benefits, when due, shall be paid from the general assets of ANI. Payments under the Supplemental Thrift Plan will not be made through, or with assets of, the Thrift Plan.

SECTION 6. MISCELLANEOUS

6.01 Assignment. The benefits payable under the Supplemental Thrift Plan may not be assigned or alienated, except as required by law, or as permitted by paragraph 4.01 to a Participant's designated beneficiary, or if none, a Participant's estate.

6.02 Governing Law. The Supplemental Thrift Plan shall be governed by the laws of the State of Connecticut.

6.03 Relationship to Employment. The establishment and maintenance of the Supplemental Thrift Plan, as well as eligibility for and payment of Supplemental Thrift Benefits thereunder, shall not be construed as conferring on a Participant any right to or contract for continued employment or employment for any duration or in any position. The eligibility for or payment of any benefit under the Supplemental Thrift Plan shall not in any way interfere with the rights of either ANI or a Participant to terminate the Participant's employment at any time, without notice, for any reason or for no reason, except as otherwise required by law or any employment agreement entered into by the Participant and ANI.

6.04 Spendthrift Clause. No right, title or interest of any kind in the Supplemental Thrift Plan shall be transferable or assignable by any beneficiary or any other person or be subject to alienation, anticipation, encumbrance, garnishment, attachment, execution or levy of any kind, whether voluntary or involuntary. Any attempt to alienate, sell, transfer, assign, pledge, garnish, attach or otherwise encumber or dispose of any interest in the Supplemental Thrift Plan shall be void.

6.05 Severability. In the event that any provision of this Supplemental Thrift Plan shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of the Supplemental Thrift Plan but shall be fully severable, and the Supplemental Plan shall be construed and enforced as if said illegal or invalid provision had never been inserted herein.

6.06 Construction of Supplemental Thrift Plan. The article and section headings and numbers are included only for convenience of reference and

are not to be taken as limiting or extending the meaning of any of the terms and provisions of the Supplemental Thrift Plan. Whenever appropriate, words used in the singular shall include the plural or the plural may be read as the singular.

6.07 General Creditor Status. The Supplemental Thrift Plan represents a mere promise by ANI to pay Supplemental Thrift Benefits to Participants in the future, and Participants shall have the status of general creditors of ANI in the event such Supplemental Thrift Benefits are not paid.

6.08 Withholding Taxes. Appropriate payroll taxes shall be withheld from cash payments made to participants pursuant to this Supplemental Thrift Plan and as necessary from any other salary or bonus payments made by ANI to Participants.

6.09 Termination and Amendment. The Committee may from time to time amend, suspend, or terminate the Supplemental Thrift Plan, in whole or in part. No amendment, suspension or termination shall impair the right of a Participant or a Participant's designated beneficiary to receive the Supplemental Thrift Benefits accrued prior to the later of the date of adoption or the effective date of such amendment, suspension or termination.

IN WITNESS WHEREOF, ANI has caused this Supplemental Thrift Plan to be
duly executed on this 10th day of August, 1994.

AMERICAN NUCLEAR INSURERS

By: William P. Brongue

Title: CHAIRMAN

WITNESS:

James R. Austin

WITNESS:

Louise D. Hunt