

SERFF Tracking Number: GECC-125851555 State: Arkansas  
Filing Company: Government Employees Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: 2008-401  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0021 Personal Umbrella and Excess  
Product Name: 401-PUL Form  
Project Name/Number: 401-PUL Form/2008-401

## Filing at a Glance

Company: Government Employees Insurance Company

Product Name: 401-PUL Form

SERFF Tr Num: GECC-125851555 State: Arkansas

TOI: 17.0 Other Liability - Claims

SERFF Status: Closed

State Tr Num: EFT \$50

Made/Occurrence

Sub-TOI: 17.0021 Personal Umbrella and Excess

Co Tr Num: 2008-401

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Becky Harrington, Betty Montesi

Authors: Maria Papagjika, Gina Pak Disposition Date: 10/22/2008

Date Submitted: 10/17/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: 401-PUL Form

Status of Filing in Domicile:

Project Number: 2008-401

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 10/22/2008

State Status Changed: 10/22/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

For your review and approval, Government Employees Insurance Company herewith submits a revision to our Personal Umbrella Liability Forms Manual currently on file with your department.

Specifically, we propose to place on file the following revised form:

PPE-1-AR (10-08) – GEICO's Personal Umbrella Policy Amendment

SERFF Tracking Number: GECC-125851555 State: Arkansas  
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 Product Name: 401-PUL Form  
 Project Name/Number: 401-PUL Form/2008-401

Additionally, we are withdrawing the following form: PPE-1-AR (01-07).

A copy of the revised form is attached for your convenience.

Once you have had the opportunity to review the enclosed, please provide us with your stamped approval for our records.

## Company and Contact

### Filing Contact Information

Maria Papagjika, Analyst, State Filings mpapagjika@geico.com  
 One GEICO Plaza (301) 986-3792 [Phone]  
 Washington, DC 20076 (301) 986-3922[FAX]

### Filing Company Information

Government Employees Insurance Company CoCode: 22063 State of Domicile: Maryland  
 4608 Willard Avenue Group Code: 31 Company Type:  
 Chevy Chase, MD 20815 Group Name: State ID Number:  
 (800) 824-5404 ext. [Phone] FEIN Number: 53-0075853  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: \$50 per form filing  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Government Employees Insurance Company	\$50.00	10/17/2008	23255241

SERFF Tracking Number: GECC-125851555 State: Arkansas  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	10/22/2008	10/22/2008

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## Disposition

Disposition Date: 10/22/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GECC-125851555 State: Arkansas  
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 Project Name/Number: 401-PUL Form/2008-401

<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Supporting Document</b>	Cover Letter	Approved	Yes
<b>Supporting Document</b>	Change Sheet	Approved	Yes
<b>Supporting Document</b>	Side-by-Side Comparison	Approved	Yes
<b>Form</b>	GEICO's Personal Umbrella Policy Amendment	Approved	Yes

SERFF Tracking Number: GECC-125851555 State: Arkansas  
 Filing Company: Government Employees Insurance Company State Tracking Number: EFT \$50  
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 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0021 Personal Umbrella and Excess  
 Product Name: 401-PUL Form  
 Project Name/Number: 401-PUL Form/2008-401

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	GEICO's Personal Umbrella Policy Amendment	PPE-1-AR	(10-08)	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 PPE-1-AR (01-07) Previous Filing #:		ppe1ar(10-08).pdf



Government Employees Insurance Company  
Policy Number:

GEICO'S PERSONAL UMBRELLA  
POLICY AMENDMENT  
ARKANSAS

**We** agree with **you** that the policy is amended as follows:

**PART I - DEFINITIONS**

The following sentence is added to sub-section 4.(c) under Definition 4. "**Damages**":

Punitive or exemplary damages are those imposed to punish a wrongdoer and to deter others from similar conduct.

Definition 7. **Insured** is revised as follows:

**Insured** means:

- (a) **You** and **your** spouse if a resident of **your** household. With respect to a motor vehicle, such person is an **insured** only if the motor vehicle meets the definition of **auto** in this policy and is insured by a primary auto policy.
- (b) **Relatives** residing in **your** household as well as a household resident under age 21 in the care and custody of **you** or **your** spouse. With respect to a motor vehicle, such person is an **insured** only if the motor vehicle is insured by a primary policy and shown on the **declarations** of this Personal Umbrella Policy.
- (c) Persons not identified in 7.(a). or 7.(b). above, if using an **auto** or **watercraft** owned or furnished for the regular use of a person defined in 7.(a). or 7.(b). above, provided the use is with permission. With respect to an **auto**, such person is an **insured** only if the **auto** is insured by a primary policy and shown on the **declarations** of this Personal Umbrella Policy.
- (d) Any person or organization legally responsible for the acts or omissions of a person for whom coverage is afforded under the policy while that person is using an **auto** or **watercraft** insured by a primary policy and shown on the **declarations** of this Personal Umbrella Policy.
- (e) Any person or organization legally responsible for damages caused by animals owned by **you**, **your** spouse, and residents of **your** household who are **relatives** or persons under **your** care and custody.
- (f) The following are not **insureds**:
  - (1) The owner or lessor (or their agents or employees) of:
    - (i) An **auto**;
    - (ii) Recreational vehicle; or
    - (iii) **Watercraft** loaned to or hired for use by **you** or on **your** behalf.
  - (2) A person other than an **insured** shown in 7.(a) or 7.(b) above using an **auto** or **watercraft** while employed in the business of:
    - (i) Selling;
    - (ii) Servicing;
    - (iii) Repairing;
    - (iv) Maintaining;
    - (v) Parking;
    - (vi) Docking;
    - (vii) Mooring; or
    - (viii) Storing**autos** or **watercraft**. This includes a person other than an **insured** or organization employing or engaging a person using the **autos** or **watercraft** in the above activities.
  - (3) A person or organization with custody of animals owned by an **insured** in 7.(a) or 7.(b) above, in the course of any business or without the consent of an **insured** in 7.(a) or 7.(b) above.

The following definition is added:

**Relative** means a person related to **you** who resides in **your** household.

**PART III - EXCLUSIONS**

The following exclusions are revised as follows:

4. Acts committed by or at any **insured's** direction with intent to cause **personal injury** or **property damage**. This exclusion does not apply to **personal injury** or **property damage** resulting from an act committed by an **insured** with reasonable and legally permissible force to protect persons and property from injury or damage.

9. Liability arising from serving on a board of directors, or as an officer of an organization. This exclusion does not apply:
- (a) If the service is performed for a charitable, religious or civic non-profit organization; and
  - (b) Coverage for the **insured's** service is provided by primary insurance; and
  - (c) The **insured** receives no compensation for such service.

The following sentence is added to Exclusion 16:

Punitive or exemplary damages are those imposed to punish a wrongdoer and to deter others from similar conduct.

The following exclusions are added:

23. The maintenance, use, or ownership of any motorized vehicle that is designed for use principally off public roads.
24. **Bodily injury** or **property damage** that results from nuclear exposure or explosion including resulting fire, radiation, or contamination.
25. **Personal injury** that results from attack by a dog, or resulting from the ownership, maintenance, or use of a swimming pool, diving board, or trampoline unless covered by **primary insurance**.
26. **Personal injury** or **property damage** that results from slander of title.

#### PART VI - CONDITIONS

##### Condition 8. Policy Period and Territory

The first sentence is replaced with the following:

**We** cover **personal injury** and **property damage** which takes place anywhere during the time this policy is in force, however, **we** do not cover **damages** resulting from **your** ownership of real property located outside of the United States of America, its territories or possessions, or Canada.

Condition 9. **Termination**, is revised as follows:

The third paragraph of sub-section (a) Cancellation is deleted and replaced by the following:

If this policy is not a renewal, and has been in effect less than 60 days, **we** may cancel for any reason by notifying **you** in writing at least 20 days in advance.

The fourth paragraph of sub-section (a) Cancellation is deleted and replaced by the following:

If this policy is a renewal, or has been in effect 60 days or more, **we** may cancel:

- (1) For nonpayment of premium;
- (2) If there is fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) If there is a material change in the risk which substantially increased any hazard insured against after policy issuance; or
- (4) If there has been a material violation of a material provision of the policy.

We affirm this amendment.



W.C.E. Robinson  
Secretary



O. M. Nicely  
President

SERFF Tracking Number: GECC-125851555 State: Arkansas  
Filing Company: Government Employees Insurance Company State Tracking Number: EFT \$50  
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Product Name: 401-PUL Form  
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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 10/22/2008

**Comments:**

**Attachment:**

AR Trans Doc 401.pdf

**Satisfied -Name:** Cover Letter **Review Status:** Approved 10/22/2008

**Comments:**

**Attachment:**

AR Cover Letter 401.pdf

**Satisfied -Name:** Change Sheet **Review Status:** Approved 10/22/2008

**Comments:**

**Attachment:**

AR Change Sheet 401.pdf

**Satisfied -Name:** Side-by-Side Comparison **Review Status:** Approved 10/22/2008

**Comments:**

**Attachment:**

AR Side-by-Side.pdf

## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	GEICO				<b>Group NAIC #</b>	0031
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>		
Government Employees Insurance Company	MD	22063	53-0075853			

<b>5. Company Tracking Number</b>	2008-401
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Gina Pak 4608 Willard Avenue Chevy Chase, MD 20815	Analyst, State Filings	800-824-5404, x7533	301-986-3922	GPak@geico.com
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>	Gina Pak			

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	17.0 Other Liability
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.0021 Personal Umbrella and Excess
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	N/A
<b>12. Company Program Title (Marketing title)</b>	Personal Umbrella Liability Forms Manual Revision
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: <input type="checkbox"/> Upon Approval <input type="checkbox"/> Renewal: <input type="checkbox"/> Upon Approval
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	N/A
<b>17. Reference Organization # &amp; Title</b>	N/A
<b>18. Company's Date of Filing</b>	10/17/2008
<b>19. Status of filing in domicile</b>	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	2008-401
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Specifically, we propose to place on file the following revised form:

PPE-1-AR (10-08) – GEICO's Personal Umbrella Policy Amendment

Additionally, we are withdrawing the following form: PPE-1-AR (01-07).

A copy of the revised form is attached for your convenience.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #: N/A – SERFF EFT**  
**Amount: \$50.00**

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	2008-401
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>	<b>N/A</b>

<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	GEICO's Personal Umbrella Policy Amendment	PPE-1-AR (10-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PPE-1-AR (01-07)	
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1



- Government Employees Insurance Company
- GEICO General Insurance Company
- GEICO Indemnity Company
- GEICO Casualty Company

ONE GEICO PLAZA ■ Washington, D.C. 20076-0001

October 17, 2008

Honorable Julie Benafield Bowman  
Commissioner of Insurance  
Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

RE: Government Employees Insurance Company (GEICO)  
Personal Umbrella Liability Forms Manual Revision  
File No.: **2008-401**

NAIC# 031-22063

Dear Commissioner Bowman:

For your review and approval, Government Employees Insurance Company herewith submits a revision to our Personal Umbrella Liability Forms Manual currently on file with your department.

Specifically, we propose to place on file the following revised form:

PPE-1-AR (10-08) – GEICO's Personal Umbrella Policy Amendment

Additionally, we are withdrawing the following form: PPE-1-AR (01-07).

A copy of the revised form is attached for your convenience.

Once you have had the opportunity to review the enclosed, please provide us with your stamped approval for our records.

Sincerely,

*Gina Pak*

Analyst, State Filings  
Phone: (800) 824-5404 Ext 7533  
Fax: (301) 986-3922  
Email: [gpak@geico.com](mailto:gpak@geico.com)

Enclosures

GOVERNMENT EMPLOYEES INSURANCE COMPANY

PERSONAL UMBRELLA LIABILITY

ARKANSAS – CHANGE SHEET

**POLICY SECTION**

The following revised form is to be placed on file:

**Revised Form:**

PPE-1-AR (10-08) – GEICO's Personal Umbrella Policy Amendment

**Withdrawn Form:**

PPE-1-AR (01-07)



Government Employees Insurance Company  
 Policy Number: XXXXXXXXXXXXXXXXXXXX

**GEICO'S PERSONAL UMBRELLA  
 POLICY AMENDMENT  
 ARKANSAS**

We agree with **you** that the policy is amended as follows:

**PART I - DEFINITIONS**

The following sentence is added to sub-section 4.(c) under Definition 4. "**Damages**":

Punitive or exemplary damages are those imposed to punish a wrongdoer and to deter others from similar conduct.

Definition 7. **Insured** is revised as follows:

**Insured** means:

- (a) **You** and **your** spouse if a resident of **your** household. With respect to a motor vehicle, such person is an **insured** only if the motor vehicle meets the definition of **auto** in this policy and ; but with respect to an **auto** you do not own or lease, coverage applies only if the **auto** is insured by a primary auto policy.
- (b) **Relatives** residing in **your** household as well as a household resident under age 21 in the care and custody of **you** or **your** spouse. With respect to a motor vehicle, such person is an **insured** only if the motor vehicle is insured by a primary policy and shown on the **declarations** of this Personal Umbrella Policy.
- (c) Persons not identified in 7.(a). or 7.(b). above, if using an **auto** or **watercraft** owned or furnished for the regular use of a person defined in 7.(a). or 7.(b). above, provided the use is with permission. With respect to an **auto**, such person is an **insured** only if the **auto** is insured by a primary policy and shown on the **declarations** of this Personal Umbrella Policy.
- (d) Any person or organization legally responsible for the acts or omissions of a person for whom coverage is afforded under the policy while that person is using an **auto** or **watercraft** insured by a primary policy and shown on the **declarations** of this Personal Umbrella Policy.
- (e) Any person or organization legally responsible for damages caused by animals owned by **you**, **your** spouse, and residents of **your** household who are **relatives** or persons under **your** care and custody.
- (f) The following are not **insureds**:
  - (1) The owner or lessor (or their agents or employees) of:
    - (i) An **auto**;
    - (ii) Recreational vehicle; or
    - (iii) **Watercraft**
 loaned to or hired for use by **you** or on **your** behalf.
  - (2) A person other than an **insured** shown in 7.(a) or 7.(b) above using an **auto** or **watercraft** while employed in the business of:
    - (i) Selling;
    - (ii) Servicing;
    - (iii) Repairing;
    - (iv) Maintaining;
    - (v) Parking;
    - (vi) Docking;
    - (vii) Mooring; or
    - (viii) Storing**autos** or **watercraft**. This includes a person other than an **insured** or organization employing or engaging a person using the **autos** or **watercraft** in the above activities.
  - (3) A person or organization with custody of animals owned by an **insured** in 7.(a) or 7.(b) above, in the course of any business or without the consent of an **insured** in 7.(a) or 7.(b) above.

The following definition is added:

**Relative** means a person related to **you** who resides in **your** household.

**PART III - EXCLUSIONS**

The following exclusions are revised as follows:

- 4. Acts committed by or at any **insured's** direction with intent to cause **personal injury** or **property damage**. This exclusion does not apply to **personal injury** or **property damage** resulting from an act committed by an **insured** with reasonable and legally permissible force to protect persons and property from injury or damage.

9. Liability arising from serving on a board of directors, or as an officer of an organization. This exclusion does not apply:
- (a) If the service is performed for a charitable, religious or civic non-profit organization; and
  - (b) Coverage for the **insured's** service is provided by primary insurance; and
  - (c) The **insured** receives no compensation for such service.

The following sentence is added to Exclusion 16:

Punitive or exemplary damages are those imposed to punish a wrongdoer and to deter others from similar conduct.

The following exclusions are added:

- 23. The maintenance, use, or ownership of any motorized vehicle that is designed for use principally off public roads.
- 24. **Bodily injury** or **property damage** that results from nuclear exposure or explosion including resulting fire, radiation, or contamination.
- 25. **Personal injury** that results from attack by a dog, or resulting from the ownership, maintenance, or use of a swimming pool, diving board, or trampoline unless covered by **primary insurance**.
- 26. **Personal injury** or **property damage** that results from slander of title.

**PART VI - CONDITIONS**

**Condition 8. Policy Period and Territory**

The first sentence is replaced with the following:

**We** cover **personal injury** and **property damage** which takes place anywhere during the time this policy is in force, however, **we** do not cover **damages** resulting from **your** ownership of real property located outside of the United States of America, its territories or possessions, or Canada.

Condition 9. **Termination**, is revised as follows:

The third paragraph of sub-section (a) Cancellation is deleted and replaced by the following:

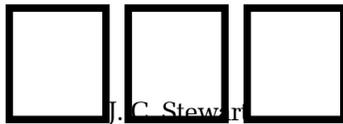
If this policy is not a renewal, and has been in effect less than 60 days, **we** may cancel for any reason by notifying **you** in writing at least 20 days in advance.

The fourth paragraph of sub-section (a) Cancellation is deleted and replaced by the following:

If this policy is a renewal, or has been in effect 60 days or more, **we** may cancel:

- (1) For nonpayment of premium;
- (2) If there is fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) If there is a material change in the risk which substantially increased any hazard insured against after policy issuance; or
- (4) If there has been a material violation of a material provision of the policy.

We affirm this amendment.

  
J. C. Stewart  
Secretary

  
O. M. Nicely  
President