INSURANCE

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As usual there were many disputes resolved by the Georgia Appellate Courts during the survey period. Each year the case load grows larger as the rising number of claims under insurance policies causes an increasing number of coverage disputes.

APPLICATION—MISREPRESENTATION

Where a defendant insurer, in response to a motion for a summary judgment by a beneficiary, filed an affidavit of its vice president saying that the policy was issued in reliance upon statements of the insured in the medical examination form which later turned out to be false, there is at least a jury issue as to whether the misrepresentation induced the insurance company to issue the policy.[1]

ASSIGNMENT

A rule in this state is that a single wrongful or negligent act which injures both a person and his property gives but a single cause of action which cannot be split. Accordingly, a judgment against the tort-feasor as to either the person or property element of the cause of action, when timely pleaded, bars a recovery in a subsequent suit on the other element of that cause of action. Widespread interest developed around a case which involved a common set of facts. In the case of *Story v. Rivers*,[2] the plaintiff had assigned in writing his cause of action for property damage caused by an automobile collision and then instituted an action for personal injuries which were sustained in the same collision. The defendant urged that the mere assignment of the cause of action for the property damage barred the action for personal injuries. The foregoing rules were brought forth as authority for that position. The Court of Appeals agreed but later withdrew its decision and certified the question to the Supreme Court. That court held that the mere assignment of his claim for property damage to his collision insurance carrier did not bar an action by him for the personal injuries suffered in

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1. Kennesaw Life & Acc. Ins. Co. v. Hubbard, 109 Ga. App. 545, 136 S.E.2d 498 (1964).
2. 220 Ga. 232, 138 S.E.2d 304 (1964).

the same collision, where no previous claim against the defendant on any part of the cause of action was pleaded.

The case of *Benefield v. Malone*[3] was an action for damage to an automobile. The trial judge had granted the defendant's motion for summary judgment on the ground that the plaintiff had assigned his cause of action and had no right to sue. The Court of Appeals, however, reversed on the ground that there was no evidence that the assignment had been accepted by the insurer.

ATTORNEY'S FEES

Where a plaintiff sued on three insurance policies obligating the defendant company to pay him specified sums for the accidental loss of the sight of an eye, the Court of Appeals affirmed a judgment of the trial court in his favor for the policy benefits, but denied his claim for attorney's fees based on an alleged bad faith refusal to pay on the ground that the plaintiff had submitted a proof of loss which contained a doctor's certification that the loss of vision was less than four per cent with glasses, and as such, did not constitute the loss of the sight of the eye.[4]

In a suit on a fire insurance policy, where the insurer had offered to settle the fire loss on the basis of either of two separate repair estimates submitted by contractors, and where the sole basis for the differences between the insurer and the insured arose from the insured's claim that the house was not repairable, the court held that such was insufficient to support a finding for attorney's fees.[5]

In an action on an automobile damage policy, when the testimony as to the amount of damage sustained would authorize a finding of an unfounded refusal to pay, it is not error for the judge to charge relating to recovery of penalty and attorney's fees under GA. CODE ANN. section 56-1206 (Supp. 1963). However, the trial judge was not authorized to give a charge which amounted to an expression of opinion.[6]

The insured in the case of *Interstate Life & Acc. Ins. Co. v. Williamson*[7] sued on an insurance policy which provided for the payment of certain hospital and surgical expenses incurred by the insured on account of accident or sickness but which contained a waiting period. She sued for certain expenses, plus penalty and reasonable attorney's fees. The carrier defended on the ground that the illness existed when the policy was issued, thereby precluding any recovery. A jury resolved that question against the defendant. Attorney's fees were also awarded. The Court of Appeals reversed that part

3. 110 Ga. App. 607, 139 S.E.2d 500 (1964).
4. Gulf Life Ins. Co. v. Howard, 110 Ga. App. 76, 137 S.E.2d 749 (1964).
5. First Nat'l Ins. Co. v. Thain, 110 Ga. App. 603, 139 S.E.2d 447 (1964).
6. Cotton States Mut. Ins. Co. v. Phillips, 110 Ga. App. 581, 139 S.E.2d 412 (1964).
7. 110 Ga. App. 557, 139 S.E.2d 429 (1964).

of the judgment awarding attorney's fees and held that as there was testimony at the trial to the effect that the insured had stated to a physician that her back injury had occurred before the issuance of the policy, such testimony, if believed by a jury, would constitute reasonable ground for the insurer's contesting the claim. The court again called attention to the rule that the bad faith of a company should not be judged by the preliminary proof, or by other ex-parte affidavits, but by the case as made at the trial, as the preliminary proof goes only to the liability, not to the faith of the company.

The Court of Appeals has held that GA. CODE ANN. section 56-1206, (Supp. 1963), providing for the recovery of penalty and attorney's fees, does not apply to bad faith in the failure or refusal to settle a claim, but only applies to a failure to pay a loss covered by a policy.[8] Nevertheless, the court was of the opinion that if an insurance company refuses in bad faith to settle a judgment which exceeded the limits of the policy, for an amount within the limits of the policy plus an additional amount provided by the insured, the company would be liable for the full amount of the judgment.[9]

Where a claim is made for damages and attorney's fees based on a refusal to pay by an insurance carrier, a demand must be made at a time when a demand for immediate payment is in order. If, under the terms of a policy, the insurer has a certain period of time in which to investigate, a demand made within that period is not good. In the case of *Napp v. American Cas. Co.*,[10] the carrier had sixty days after receipt of the proof of loss forms in which to investigate but the insured failed to file such forms because of the conduct of the insurer. Later the insured did file such forms. The court held that the failure to file the proof of loss forms had been waived by the carrier and that the subsequent filing of the forms did not grant to the carrier an additional sixty days. Thus, a failure to pay the claim on a demand made more than sixty days after the date of the waiver constituted bad faith.

AUTOPSY

In the case of *Powell v. Commercial Travelers Mut. Acc. Ass'n of America*,[11] the trial court had held that even though the death of the plaintiff's husband was accidental within the meaning of the policy, the plaintiff was nevertheless precluded from recovering on an accidental death policy because the insurance carrier had been denied an opportunity to conduct an autopsy upon the deceased in accordance with the terms of the policy. The Court of Appeals reversed and held that whether or not the plaintiff's refusal to allow

8. Cotton States Mut. Ins. Co. v. Davis, 110 Ga. App. 601, 139 S.E.2d 427 (1964).
9. *Ibid.*
10. 110 Ga. App. 673, 139 S.E.2d 425 (1964).
11. 110 Ga. App. 54, 137 S.E.2d 759 (1964).

the disinterment and autopsy was in violation of the policy's terms was a question about which reasonable men might differ and thus was a question for a jury.

Burden of Proof

When a policy of insurance agrees to pay for direct and accidental loss or damage to a mobile home caused by smoke or smudge due to the sudden, unusual, and faulty operation of heating equipment serving the premises, the plaintiff is not required to prove the precise cause of the sudden, unusual, and faulty operation of the equipment, but only that it occurred, which, in the case of *Melton v. American Bankers Ins. Co.*,[12] was established by proof of an explosion.

Construction of Policy

According to the general rule of construction, an insurance contract will be construed as a whole in ascertaining the intent of the parties. In the case of *Travelers Indem. Co. v. Watson*,[13] a policy, which provided medical payments in different amounts as to each of the two automobiles insured therein, was construed to mean that the insured would be entitled to the combined medical payments provided in the policy. In this case, the maximum coverage was held to be $2,500, it appearing that the policy covering car number 1 provided medical coverage for $500.00, and there was medical coverage on car number 2 for $2,000.00. Even though the insured was injured in car number 1, she was entitled to the combined medical payments up to the maximum of $2,500.

An insurer may not deny the existence of liability coverage where it has certified previously under the Georgia Motor Vehicle Safety Responsibility Law that such policy does exist and a driver's license has been issued on the basis of such certificate.[14]

An automobile liability insurance policy, which contains a provision that no action shall lie against the company unless, as a condition precedent thereto, the amount of the insured's obligation to pay shall have been finally determined, either by judgment against the insured after actual trial or by written agreement, precludes a plaintiff from suing the insurance company in a direct action without having first determined the amount of the insured's obligation as required by the policy.[15]

12. 110 Ga. App. 434, 138 S.E.2d 681 (1964).
13. 111 Ga. App. 98, 140 S.E.2d 505 (1965).
14. Reserve Ins. Co. v. Davis, 220 Ga. 335, 138 S.E.2d 657, *reversing* 109 Ga. App. 535, 136 S.E.2d 469 (1964).
15. Kransner v. American Guar. & Liab. Ins. Co., 110 Ga. App. 468, 138 S.E.2d 921 (1964).

CONTRACT—BREACH

In the case of *S. & A. Corp. v. Berger Co.*,[16] the plaintiff alleged that it contracted with the defendant broker to procure insurance on certain property belonging to the plaintiff against fire damage in the amount of $7,500; that the defendant failed and neglected to do so but negligently caused the property to be insured for only $3,000; and that subsequent to the issuance of the $3,000 policy the property was totally destroyed by fire. It was the plaintiff's contention that the failure by the defendant to have the property insured for the requested amount was the proximate cause of the plaintiff's loss of $4,500, the difference between the value of the destroyed property and the amount of insurance actually procured. The Court of Appeals charged the plaintiff with knowing the terms and conditions of the policy it had in its possession prior to the fire, and held that, as any negligence by the defendant in failing to procure the amount of insurance coverage contracted for could have been avoided by the plaintiff through a simple reading of the policy, a finding for the defendant insurance company was demanded on a motion for summary judgment.

COVERAGE—LIMITATIONS

Automatic Icemaker Co. v. Sun Ins. Office, Ltd.[17] was a case where it was undisputed that the insured's policy excluded claims for bodily injury by the insured's employees entitled to workmen's compensation. The court held that where such insurer, as compensation insurance carrier, had paid benefits to the injured party as an employee of the insured, there could be no recovery under the policy because by its clear and unambiguous terms the injury out of which the suit arose was not within the coverage of that policy.

Hartford Acc. & Indem. Co. v. Hulsey[18] involved not only a question of coverage but also a question of policy construction, and the majority of the court, by applying the well-established rule of construction that every insurance contract shall be construed according to the entirety of its terms and conditions as set forth in the policy, and as amplified, extended, or modified by any rider, endorsement, or application made a part of the policy[19] held that where a rider excludes coverage for accidents occurring from the use of saddle animals the plaintiff could not recover on such policy where he had been injured by a race horse.

The case of *Elliot v. Firemen's Ins. Co.*[20] was a suit on a policy of liability

16. 111 Ga. App. 39, 140 S.E.2d 509 (1965).
17. Automatic Icemaker Co. v. Sun Ins. Office, Ltd., 110 Ga. App. 289, 138 S.E.2d 326 (1964).
18. 220 Ga. 240, 138 S.E.2d 310 *reversing* 109 Ga. App. 169, 135 S.E.2d 494 (1964).
19. GA. CODE ANN. §56-2419 (Supp. 1963).
20. 111 Ga. App. 49, 140 S.E.2d 524 (1965).

insurance owned by an ambulance service which provided that it covered bodily injuries "sustained by any person or persons and arising out of the ownership, maintenance or use of any automobile", and further provided that the "use of an automobile includes the loading and unloading thereof." The court held that where a patient was transferred to her home by an ambulance and was injured while she was being lifted from the stretcher in her home by ambulance attendants, such injuries were covered by the policy provision which provided coverage for accidents occurring during the unloading of an automobile if the ambulance owners were legally liable for the injuries.

CREDIT LIFE INSURANCE

An administratrix who has paid an indebtedness out of a debtor's estate is entitled to the proceeds from a policy of credit life insurance, and may enforce its collection as there is no merit to the contention that such policy is solely for the benefit of the creditor because under the Insurance Act of 1960,[21] a policy of credit life insurance insures the life of the debtor and not the debt.[22]

DEFINITION

PREMISES

An attempt to collect under a theft policy for a loss from a cigarette vending machine located on the property of a service station gave rise to a dispute over the meaning of "premises." The policy defined premises as meaning the interior of the building occupied by the insured. As this theft took place from the vending machine located outside the building, no coverage was afforded.[23]

TEMPORARY SUBSTITUTE—AUTOMOBILE

Where an insurance policy defines a "temporary substitute automobile" as "an automobile not owned by the named insured or his spouse if a resident of the same household while temporarily used as a substitute for the described automobile when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction," an automobile purchased in a trade name by the insured does not come within that definition.[24]

21. GA. LAWS, 1960, p. 289.
22. Pioneer Homeowners Life Ins. Co. v. Hogan, 110 Ga. App. 887, 140 S.E.2d 212 (1965).
23. United States Fire Ins. Co. v. Campbell, 110 Ga. App. 276, 138 S.E.2d 386 (1964).
24. Samples v. Georgia Mut. Ins. Co., 110 Ga. App. 297, 138 S.E.2d 463 (1964).

FORFEITURE

The case of *Cotton States Mut. Ins. Co. v. Torrance*[25] stated the general rule on forfeiture as, "while forfeitures are not unlawful, the law does not favor them, and all ambiguities in a contract are to be resolved against their existence; but where a contract in unmistakable terms provides for a forfeiture and is otherwise free from legal infirmity, neither a court of law nor a court of equity will relieve against a forfeiture."[26] In the *Torrance* case, the policy sued on was to pay the insured all sums which he was legally entitled to recover as damages from the owner or operator of an uninsured automobile because of bodily injury, but it contained an exclusion where the insured made a settlement with, or prosecuted to judgment any action against any person legally liable therefor. Applying the forfeiture rule, the court held that where the petition alleged that an action had been brought and a judgment obtained against an uninsured motorist without the consent of the defendant insurance company, no cause of action was set forth, as the insured's right under the policy had been forfeited according to its terms.

JUDGMENT IN EXCESS OF POLICY LIMITS—COMPANY'S LIABILITY

The insured in *Cotton States Mut. Ins. Co. v. Phillips*[27] brought an action to recover from an automobile liability insurer the full amount of judgment against him which was in excess of policy limits, on the ground of alleged bad faith in refusing to settle the judgment for the policy limits plus an amount to be furnished by the insured. The court held that the petition did not state a cause of action in the absence of an allegation that the judgment creditor would have settled or agreed to settle the judgment for such amount.

LIMITATION IN POLICY—TIME FOR SUIT

A fire insurance policy provision that no action could be maintained unless commenced within twelve months after a loss is a valid provision and is a condition precedent to any action on the policy. Therefore, any action brought after the expiration of twelve months following the occurrence of the loss is barred, and this is true although the petition shows that it is a renewal of a previous action brought within the twelve month period.[28] In the case of *Walton v. Amercan Mut. Fire Ins. Co.*,[29] the court held that a similar provision was not made ambiguous by terms of the policy requiring the loss to be paid within sixty days after proof of loss.

25. 110 Ga. App. 4, 137 S.E.2d 551 (1964).
26. Cotton States Mut. Ins. Co. v. Torrance, *supra* n. 25, at 4, 137 S.E.2d at 553; Equitable Loan & Security Co. v. Waring, 117 Ga. 599, 44 S.E. 320 (1903).
27. 110 Ga. App. 581, 139 S.E.2d 412 (1964).
28. Springfield Fire & Marine Ins. Co. v. Carter, 110 Ga. App. 382, 138 S.E.2d 590 (1964).
29. 109 Ga. App. 348, 136 S.E.2d 168 (1964).

ORAL BINDER

A suit cannot be maintained upon a parol renewal of an insurance policy, but GA. CODE ANN. section 56-2420 (1960 Rev.) authorizes binders or other contracts for temporary insurance to be made orally or in writing. That section provides that no binder shall be valid beyond the issuance of a policy with respect to which it was given, or beyond ninety days from its effective date, whichever period is shorter. An oral binder is, therefore, valid for ninety days from its effective date, such date being the time fixed in the contract for the commencement of the risk as opposed to the date upon which the binder is executed.[30]

OTHER INSURANCE

Where an insurance policy contains a provision invalidating the policy if there is other insurance on the same property, the policy is suspended and without effect where it is shown that such other insurance existed.[31]

PLEADING—ALLEGATIONS

It is improper to allege in a petition that an employer's servant, after an accident, stated that the employer was covered by liability insurance and that his insurance company would pay the damages, as such an allegation is a harmful injection into the case of the immaterial and prejudicial fact that the defendant employer had liability insurance.[32] The court distinguished those cases[33] wherein such evidence was allowed to go before the jury as a part of the res gestae even though the statement here considered was made within three minutes after the collision.

PREMIUMS—PAYMENT AND ACTION FOR COLLECTION

The case of *Kersh v. Life & Cas. Ins. Co.*[34] involved an insured who gave a bad check as payment of his insurance premium. The court held that unless a check is expressly accepted as payment it is not payment until it is paid. Where a check is tendered to the insurer on the last day of a policy's grace period and where such check is dishonored because of insufficient funds, the company may enforce a lapse of the policy for non-payment of the premium. However, if the company after notice that the check has been dishonored retains it, and instead of repudiating the transaction by returning

30. Towell v. Georgia Cas. & Sur. Co., 109 Ga. App. 631, 136 S.E.2d 917 (1964).
31. Andrews v. Georgia Mut. Ins. Co., 110 Ga. App. 92, 137 S.E.2d 746 (1964).
32. Shapiro Packing Co. v. Landrum, 109 Ga. App. 519, 136 S.E.2d 446 (1964).
33. O'Neil Mfg. Co. v. Pruitt, 110 Ga. 577, 36 S.E. 59 (1900); Minnick v. Jackson, 64 Ga. App. 554, 13 S.E.2d 891 (1941); Decatur Chevrolet Co. v. White, 51 Ga. App. 362, 180 S.E. 377 (1935); Heinz v. Backus, 34 Ga. App. 203, 128 S.E. 915 (1925).
34. 109 Ga. App. 793, 137 S.E.2d 493 (1964).

the check, insists upon the insured's paying it after the date on which the policy would otherwise have lapsed, a waiver of the punctual payment of the premium results. Under the facts of this case, the policy lapsed and no waiver occurred because the insurer, although it retained the check, did all in its power to locate the insured and return the same to him.

In a suit to recover premiums on insurance policies, it is not necessary to attach the policies or copies thereof as exhibits to the petition as the case of *Hames v. Georgia Ins. Serv., Inc.*[35] held that it was sufficient to attach to the petition an itemized statement of the account sued on, giving information as to the amount of earned premiums alleged to be due on the policies and the types of coverage and numbers of the policies.

Proof of Loss

Waiver by the insurance carrier of filing proof of loss forms required by a policy may result from a course of conduct on the part of the insurance company, including silence, leading the insured to believe that nothing further in regard to proof of his claim is required of him.[36] Generally, and under the particular facts of this case, whether or not the conduct of the adjuster for the insurance company amounted to such a waiver is a jury question.

Punitive Damages

In a suit for the loss of sight of an eye the plaintiff sought to recover, in addition to the amount payable under the policy, an additional amount as punitive damages on the ground that the insurer was guilty of willful misconduct in refusing to forward the insurance policy to the plaintiff, thereby causing the plaintiff unnecessary trouble and expense. The court held that punitive damages were not recoverable in the absence of a claim for actual damages suffered by reason of the insurer's refusal to forward the policy.[37]

Reverter

Where an insurance certificate issued by a mutual benefit society required that the beneficiary of the insured be related by blood or be dependent on him for support, if other than husband or wife, and where there was no showing of the existence of any heir of the deceased or of anyone else meeting the requirements of the certificate, the benefit reverted to the society and the temporary administrator of the estate was not entitled to recover on the policy.[38]

35. 110 Ga. App. 376, 138 S.E.2d 607 (1964).
36. Napp v. American Cas. Co., 110 Ga. App. 673, 139 S.E.2d 425 (1964).
37. Kilgore v. National Life & Acc. Co., 110 Ga. App. 280, 138 S.E.2d 397 (1964).
38. Scott v. State Grand Lodge No. 1, 110 Ga. App. 762, 140 S.E.2d 86 (1964).

It should be noted that the certificate of insurance issued by the mutual benefit society in the *Scott* case was issued in 1944. It now seems clear that the proceeds of certificates issued by mutual benefit societies after January 1, 1961, are payable to the personal representatives of the deceased member where there is no lawful beneficiary.[39]

SETTLEMENT BY THE COMPANY

The case of *Ericson v. Hill*[40] was a decision predicated on the ruling in *Aetna Cas. & Sur. Co. v. Brooks,*[41] and the court held that a settlement made by the insurer without the consent of the insured is nevertheless binding on the insured and bars any action which the insured might bring against the other parties to the release agreement. It should, however, be noted that at the time of the *Ericson* decision, Ga. Laws, 1963 pp. 643-44 had changed that rule and now a settlement by an insurer which gives notice that such settlement is without the consent of the insured does not preclude an action by the insured against the other parties to the release agreement. However, the rights of the parties in the *Ericson* case had accrued prior to the passage of that law and its effective date.

UNAUTHORIZED INSURER

Reeves v. South Am. Managers, Inc.[42] was a case against an unauthorized insurer and its agent under the provisions of GA. CODE ANN. sections 56-603 through 56-611 (1960 Rev.). The insurer and agent were joined in the same action to which they demurred, contending that there was a misjoinder of parties defendant and causes of action. The court held that when an agent participated in the solicitation of such contracts, his liability is the same as the insurer under such contracts, and that the liability for attorney's fees and damages attaches to the agent as it does to the insurer. Therefore, there was no misjoinder of parties defendant or causes of action as it is based on the same statutes and the liability of each arose from the same contract.

WILLFUL AND WANTON MISCONDUCT

In a most interesting case the Court of Appeals resolved a question which had theretofore been undecided in Georgia jurisprudence.[43] Does an ordinary liability policy afford coverage where the injuries sustained were caused by willful and wanton misconduct? In the *Travelers*[44] case, the plain-

39. GA. CODE ANN. §56-1918 (1960 Rev.).
40. 109 Ga. App. 759, 137 S.E.2d 374 (1964).
41. 218 Ga. 593, 129 S.E.2d 798 (1963).
42. 110 Ga. App. 49, 137 S.E.2d 700 (1964).
43. Travelers Indem. Co. v. Hood, 110 Ga. App. 855, 140 S.E.2d 68 (1964).
44. *Ibid.*

tiff's husband was killed in a collision with an automobile which was racing on a public highway at the time of the accident. A judgment had been obtained against the owner of that vehicle, but the insurance carrier refused to pay on the ground that coverage was not afforded for injuries sustained by reason of such wanton and willful misconduct. The court decided against the carrier. The courts of several states have held such coverage to be against their public policy, thereby reaching opposite results.[45]

STATUTES

The 1964 Extraordinary Session of the legislature had before it a resolution to revise the Constitution of Georgia.[46] These proposed amendments, however, are moot for the present time as a result of an attack on the revision procedure. The 1965 Session of the General Assembly, however, was active in the passage of statutes affecting the insurance industry.

GA. CODE section 56-618, relating to the licensing requirements for surplus line brokers, was amended so as to increase the bond required from $5,000 to $20,000.[47]

The Motor Vehicle Certificate of Title Act[48] was amended to provide, among other things, that a vehicle to which an insurance company has taken the title in settlement of a claim for damages to such vehicle shall be held and deemed to be wreckage, and such insurance company shall be held to be the owner of such vehicle.[49]

GA. CODE section 56-803a, relating to licensing of, and paying of commissions to agents writing life, accident, and sickness insurance and annuity contracts, was amended to provide that an insurer may make direct or indirect payment of commissions to an agent having a valid license to act as such, and that the insurer may pay such commissions to an incorporated agency (and a licensed insurance agent may share such commissions) as long as all employees, stockholders, directors or officers who solicit, negotiate or effectuate an insurance contract are qualified insurance agents holding a valid license.[50]

GA. CODE section 56-804 relating to the qualifications of applicants for insurance licenses was amended so as to authorize the Commissioner to issue licenses to applicants in cities, towns, or trade areas located partly within and partly without the state if the residence or place of business of such applicant is located in any part of the city or town and if the other state in

45. See discussion of majority and minority views in 7 APPLEMAN, INSURANCE LAW & PRACTICE §4312 (1962 Rev.).
46. GA. LAWS, 1964, Ex. Sess., p. 234.
47. GA. LAWS, 1965, p. 248.
48. GA. LAWS, 1961, p. 68.
49. GA. LAWS, 1965, p. 264.
50. GA. LAWS, 1965, p. 368.

which the city, town or trade area is located has established like requirements as to residence and place of business.[51]

GA. CODE section 56-101 was amended merely to clarify various technicalities concerning the previous law relating to insurance and to make certain technical clarifications therein relating to the substitution of Ga. Laws, 1960, p. 289 for the previous title 56 of the GA. CODE (1933).[52]

The Insurance Commissioner was granted additional regulatory powers.[53]

GA. CODE section 56-1022, relating to mortgage loans and investments by insurers, was amended so as to permit an insurer's investment in part of a series or issue of loans without having a senior participation in the mortgage or deed securing such loans, provided that no other participant in such series or issue holds a senior participation in the insurer.[54]

GA. CODE section 56-1523, relating to the payment of dividends to stockholders, was amended to provide the manner in which dividends shall be paid to stockholders of domestic stock insurers, which must come out of realized profits as defined in the amendment.[55]

51. GA. LAWS, 1965, p. 369.
52. GA. LAWS, 1965, p. 371.
53. GA. LAWS, 1965, p. 378.
54. GA. LAWS, 1965, p. 409.
55. GA. LAWS, 1965, p. 483.