

STATE OF INDIANA ) IN THE MORGAN Superior COURT  
 ) SS:  
 COUNTY OF MORGAN ) CAUSE NO. 55 D03-1109-CC-2030

STATE OF INDIANA *ex rel.* )  
 GREGORY F. ZOELLER, )  
 ATTORNEY GENERAL OF INDIANA, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 CATHY NEAL, FIDELITY and DEPOSIT )  
 COMPANIES, EMC INSURANCE )  
 COMPANIES, and THE TRAVELERS )  
 COMPANIES, )  
 )  
 Defendants. )

**FILED**

SEP 27 2011

*Marguerite Mayfield*  
 CLERK CIRCUIT/SUPERIOR COURTS  
 MORGAN COUNTY

**COMPLAINT TO RECOVER PUBLIC FUNDS**

The Plaintiff, State of Indiana *ex rel.* Gregory F. Zoeller, Attorney General of Indiana (the "State"), by Luke P. Hodgin, Deputy Attorney General, for its Complaint to Recover Public Funds due and owing, states as follows:

**FACTS**

1. The State Board of Accounts ("SBOA"), pursuant to Ind. Code § 5-11-1-9, performed an examination of the books, accounts, and records of the Martinsville City Court (the "Court"). The results of the examination are set forth in SBOA Audit Report B39258 dated September 13, 2011. Said Audit Report is attached hereto and incorporated herein as Exhibit A.

2. The Defendant, Cathy Neal ("Neal"), was Court Clerk of the Martinsville City Court at all times during the audit period.

3. The Audit Report disclosed malfeasance, misfeasance, or nonfeasance on the part of Neal and was placed by the State Examiner with Attorney General Gregory F. Zoeller pursuant to Ind. Code § 5-11-5-1(a).

4. The Audit Report also disclosed public money that had been unlawfully expended, obtained by fraud or any unlawful manner, or wrongfully withheld from the public treasury pursuant to Ind. Code § 5-11-6-3.

5. The Defendant, Fidelity & Deposit Company (“F&D”), is a corporation duly authorized to conduct business in Indiana. F&D is now, and was at all times relevant to this action, engaged in the business, among others, of issuing insurance policies and/or surety bonds in the State of Indiana.

6. The Defendant, EMC Insurance Company (“EMC”), is a corporation duly authorized to conduct business in Indiana. EMC is now, and was at all times relevant to this action, engaged in the business, among other, of issuing insurance and/or surety bonds in the State of Indiana.

7. The Defendant, The Travelers Company, Inc. (“Travelers”), is a corporation duly authorized to conduct business in Indiana. Travelers is now, and was at all times relevant to this action, engaged in the business, among other, of issuing insurance and/or surety bonds in the State of Indiana.

8. The public funds that the State seeks to recover upon this Complaint were found by the SBOA to be either:

- a. misappropriated, diverted, or unaccounted;
- b. illegally received;
- c. illegally retained;
- d. unaccountable for or not paid over any money so received;
- e. obtained by fraud or in any unlawful manner; and/or
- f. wrongfully withheld from the public treasury.

9. The Defendants are either delinquent officers, sureties of the officers, or any other proper persons against whom recovery of such misappropriated, diverted, or unaccounted for funds may be had.

10. This Complaint is brought for the benefit of the Martinsville City Court and the State of Indiana.

11. This Complaint is brought by Attorney General Gregory F. Zoeller in the name of the State of Indiana pursuant to Ind. Code § 5-11-7-1.

### **COUNT I**

The Plaintiff, State of Indiana *ex rel.* Gregory F. Zoeller, Attorney General of Indiana, by and through its undersigned counsel, complains of the Defendant, Cathy Neal, and says:

12. During the audit period, Neal had a duty to deposit funds received by the Court, to properly account for all funds of the Court, and/or to commit no acts of misfeasance, malfeasance, or nonfeasance.

13. During the audit period, Neal wrongfully or negligently failed to deposit funds received by the Court, or otherwise committed several acts of misfeasance, malfeasance, and nonfeasance which resulted in the misappropriation, diversion, and misapplication of public funds.

14. The nature of the breach by Neal was so egregious as to constitute gross negligence or an intentional disregard of her duties.

15. The total amount of loss to the Court for receipts not deposited is Forty Nine Thousand Eight Hundred Thirty Four and 62/100 Dollars (\$49,834.62).

16. As a direct and proximate result the breach of Neal's duty to the Court, the Court suffered a pecuniary loss in the amount of \$49,834.62.

17. Neal is liable to the State of Indiana and the Martinsville City Court in the amount of \$49,834.62.

WHEREFORE, the Plaintiff, State of Indiana *ex rel.* Gregory F. Zoeller, Attorney General of Indiana, respectfully requests the Court to (1) enter judgment for the State and against the Defendant, Cathy Neal, in the amount of \$49,834.62, plus costs, attorney fees, and prejudgment interest, and (2) grant the State all other just and proper relief.

## COUNT II

The Plaintiff, State of Indiana *ex rel.* Gregory F. Zoeller, Attorney General of Indiana, by and through its undersigned counsel, complains of the Defendant, Cathy Neal, and says:

18. The State restates and pleads each and every allegation contained in the previous paragraphs inclusive of Count I, and those paragraphs are incorporated in Count II as if wholly set forth herein.

19. Indiana Code § 34-24-3-1 provides that if a party suffers a pecuniary loss as a result of a violation of Ind. Code Art. 35-43, he may bring a civil action against the person(s) who caused the loss for:

- (1) An amount not to exceed three times the actual damages of the person suffering the loss;
- (2) The costs of the action;
- (3) A reasonable attorney's fee;
- (4) Actual travel expenses that are not otherwise reimbursed under subdivisions (1) through (3) and are incurred by the person suffering loss to:
  - (A) have the person suffering loss or an employee or agent of that person file papers and attend court proceedings related to the recovery of a judgment under this chapter; or
  - (B) provide witnesses to testify in court proceedings related to the recovery of a judgment under this chapter;
- (5) A reasonable amount to compensate the person suffering loss for time used to:
  - (A) file papers and attend court proceedings related to the recovery of a judgment under this chapter; or
  - (B) travel to and from activities described in clause (A);

- (6) Actual direct and indirect expenses incurred by the person suffering loss to compensate employees and agents for time used to:
  - (A) file papers and attend court proceedings related to the recovery of a judgment under this chapter; or
  - (B) travel to and from activities described in clause (A); and
- (7) All other reasonable costs of collection.

20. The State is a party suffering a pecuniary loss as a result of a violation by Defendant Neal of one or more of the following: Ind. Code § 35-43-4-2, Ind. Code § 35-43-4-3, and/or Ind. Code § 35-43-5-3, as described in SBOA Audit Report B39258.

21. The State is a party suffering a pecuniary loss as a result of a breach by the Defendant Neal, of the Defendant's contract and trust, both real and constructive, which the State imposed on the Defendant by law to properly account for public funds of the Court.

22. The State is entitled to the relief described in Ind. Code § 34-24-3-1, including three times the actual loss, which is One Hundred Forty Nine Thousand Five Hundred Three and 86/100 Dollars (\$149,503.86), plus costs, attorney fees, and prejudgment interest.

WHEREFORE, the Plaintiff, State of Indiana *ex rel.* Gregory F. Zoeller, Attorney General of Indiana, respectfully requests the Court to (1) enter judgment for the State and against the Defendant, Cathy Neal, (2) grant the State the relief described in Ind. Code § 34-24-3-1, plus attorney fees, costs, and prejudgment interest, and (3) grant the State all other just and proper relief.

### COUNT III

The Plaintiff, State of Indiana *ex rel.* Gregory F. Zoeller, Attorney General of Indiana, by and through its undersigned counsel, complains of the Defendant, Fidelity & Deposit Company, and says:

23. The State restates and pleads each and every allegation contained in the previous paragraphs, inclusive of Counts I and II, and those paragraphs are incorporated in Count III as if wholly set forth herein.

24. F&D issued an employee theft coverage to the City of Martinsville which covered Defendant Neal in the amount of Twenty-five Thousand Dollars (\$25,000.00) for the period beginning January 1, 2010 and ending January 1, 2011. Said policy is attached hereto and incorporated herein as Exhibit B.

25. During the terms of said policy coverage, Neal wrongfully and negligently failed to deposit funds received by the Court, or otherwise committed several acts of misfeasance, malfeasance, and nonfeasance which resulted in the misappropriation, diversion, and misapplication of public funds.

26. Neal's acts, or failures to act, constitute dishonesty, gross negligence, or an intentional disregard of the requirements of her office.

27. The amount of funds that Neal misappropriated, diverted, or misapplied during the term of said policy coverage is \$49,834.62.

28. As a result of the matters alleged in the rhetorical paragraphs above, F&D is jointly and severally liable with the Defendant Neal in the amount of \$25,000.00.

WHEREFORE, the Plaintiff, State of Indiana *ex rel.* Gregory F. Zoeller, Attorney General of Indiana, respectfully requests the Court to (1) enter judgment for the State and against the Defendant, Fidelity & Deposit Company, in the amount of \$25,000.00, plus costs, attorney fees, and prejudgment interest, and (2) grant the State all other just and proper relief.

#### COUNT IV

The Plaintiff, State of Indiana *ex rel.* Gregory F. Zoeller, Attorney General of Indiana, by and through its undersigned counsel, complains of the Defendant, EMC Insurance, and says:

29. The State restates and pleads each and every allegation contained in the previous paragraphs, inclusive of Counts I through III, and those paragraphs are incorporated in Count IV as if wholly set forth herein.

30. EMC issued a employee theft coverage to the City of Martinsville which covered Defendant Neal in the amount of Twenty-five Thousand Dollars (\$25,000.00) for the period beginning December 1, 2010 and ending December 1, 2011. Said policy is attached hereto and incorporated herein as Exhibit C.

31. During the terms of said policy coverage, Neal wrongfully and negligently failed to deposit funds received by the Court, or otherwise committed several acts of misfeasance, malfeasance, and nonfeasance which resulted in the misappropriation, diversion, and misapplication of public funds.

32. Neal's acts, or failures to act, constitute dishonesty, gross negligence, or an intentional disregard of the requirements of her office.

33. The amount of funds that Neal misappropriated, diverted, or misapplied during the term of said coverage is \$49,834.62.

34. As a result of the matters alleged in the rhetorical paragraphs above, EMC is jointly and severally liable with the Defendant Neal in the amount of \$10,000.00.

WHEREFORE, the Plaintiff, State of Indiana *ex rel.* Gregory F. Zoeller, Attorney General of Indiana, respectfully requests the Court to (1) enter judgment for the State and against the Defendant, EMC Insurance Company, in the amount of \$10,000.00, plus costs, attorney fees, and prejudgment interest, and (2) grant the State all other just and proper relief.

## COUNT V

The Plaintiff, State of Indiana *ex rel.* Gregory F. Zoeller, Attorney General of Indiana, by and through its undersigned counsel, complains of the Defendant, The Travelers Companies, Inc., and says:

35. The State restates and pleads each and every allegation contained in the previous paragraphs, inclusive of Counts I through IV, and those paragraphs are incorporated in Count V as if wholly set forth herein.

36. Travelers issued a blanket bond to the City of Martinsville which covered Defendant Neal in the amount of Fifty Thousand Dollars (\$50,000.00) for the period beginning January 1, 2011 and ending January 1, 2012. Said policy is attached hereto and incorporated herein as Exhibit D.

37. During the terms of said policy coverage, Neal wrongfully and negligently failed to deposit funds received by the Court, or otherwise committed several acts of misfeasance, malfeasance, and nonfeasance which resulted in the misappropriation, diversion, and misapplication of public funds.

38. Neal's acts, or failures to act, constitute dishonesty, gross negligence, or an intentional disregard of the requirements of her office.

39. The amount of funds that Neal misappropriated, diverted, or misapplied during the term of said policy coverage is \$49,834.62.

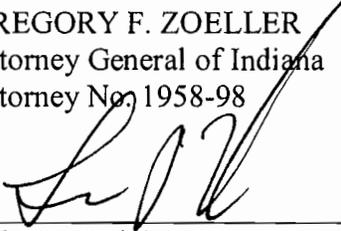
40. As a result of the matters alleged in the rhetorical paragraphs above, Travelers is jointly and severally liable with the Defendant Neal in the amount of \$49,834.62.

WHEREFORE, the Plaintiff, State of Indiana *ex rel.* Gregory F. Zoeller, Attorney General of Indiana, respectfully requests the Court to (1) enter judgment for the State and against

the Defendant, Travelers Insurance Company, Inc., in the amount of \$49,834.62 plus costs, attorney fees, and prejudgment interest, and (2) grant the State all other just and proper relief.

Respectfully submitted,

GREGORY F. ZOELLER  
Attorney General of Indiana  
Attorney No. 1958-98

By: 

Luke P. Hodgin  
Deputy Attorney General  
Attorney No. 27162-49

Office of the Indiana Attorney General  
302 West Washington Street  
Indiana Government Center South, 5th Floor  
Indianapolis, IN 46204-2770  
Telephone: (317) 232-6356

**STATE BOARD OF ACCOUNTS**  
**302 West Washington Street**  
**Room E418**  
**INDIANAPOLIS, INDIANA 46204-2769**

AUDIT REPORT  
OF

CITY COURT  
CITY OF MARTINSVILLE  
MORGAN COUNTY, INDIANA

January 1, 2010 to March 22, 2011



**FILED**  
09/13/2011

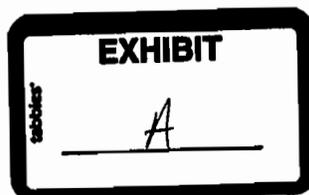


TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
Schedule of Officials .....	2
Transmittal Letter .....	3
Audit Result(s) and Comment(s):	
Receipt Deposits.....	4
Audit Costs – Missing Funds .....	4
Official Bond .....	4
Exit Conference.....	5
Summary .....	6
Affidavit .....	7

CITY OFFICIALS

<u>Office</u>	<u>Official</u>	<u>Term</u>
Judge	Mark Peden	01-01-10 to 12-31-11
Court Clerk	Cathy Neal Becky Turney	01-01-10 to 03-23-11 03-24-11 to 12-31-11
Clerk-Treasurer	Mary Lou Peden	01-01-10 to 12-31-11
Mayor	Phil R. Deckard	01-01-10 to 12-31-11
President of the Board of Public Works	Phil R. Deckard	01-01-10 to 12-31-11
President of the Common Council	Gary Lester David Trout	01-01-10 to 12-31-10 01-01-11 to 12-31-11



**STATE OF INDIANA**  
AN EQUAL OPPORTUNITY EMPLOYER

---

STATE BOARD OF ACCOUNTS  
302 WEST WASHINGTON STREET  
ROOM E418  
INDIANAPOLIS, INDIANA 46204-2769

Telephone: (317) 232-2513  
Fax: (317) 232-4711  
Web Site: [www.in.gov/sboa](http://www.in.gov/sboa)

TO: THE OFFICIALS OF THE CITY OF MARTINSVILLE

We have audited the records of the City Court for the period from January 1, 2010 to March 22, 2011, and certify that the records and accountability for cash and other assets are satisfactory to the best of our knowledge and belief, except as stated in the Audit Result(s) and Comment(s). The financial transactions of this office are reflected in the Annual Report of the City of Martinsville for the year 2010.

STATE BOARD OF ACCOUNTS

May 12, 2011

CITY COURT  
CITY OF MARTINSVILLE  
AUDIT RESULT(S) AND COMMENT(S)

**RECEIPT DEPOSITS**

The City Court receives money in payment for various court charges. Based on records presented for audit, we determined that Cathy Neal, former Court Clerk, was not making timely deposits and these deposits were not always in the same form in which they were received. At December 31, 2010, we determined that 19 days' receipts totaling \$64,769.50 had not been deposited until 2011. These deposits were made from 9 days after receipt to 135 days after receipt. The average time between receipt and deposit of these days court activity was 62 days. On March 21, 2011, we met with Cathy Neal, former Court Clerk, to discuss where she kept this large sum of money and to inquire as to why it was taking so long to deposit some of the City Court receipts. After this interview, we decided to expand our audit to include the current year. We requested these records on March 22, 2011. Cathy Neal, former Court Clerk, left work to obtain them but did not return.

On March 23, 2011, Cathy Neal, former Court Clerk, admitted to Ralph Foley and Judge Mark Peden, partners in the law firm for which she was a full-time employee, that she had taken money from the City Court. She was relieved of her duties as the Court Clerk and Judge Mark Peden requested that she return all City Court records to him. As of March 23, 2011, \$65,971 in City Court receipts had not been deposited. After being relieved of her duties as Court Clerk, Cathy Neal made 16 additional deposits totaling \$30,402. These deposits were made up mostly of money orders, with only \$7 of those deposits being cash. After taking these deposits into account, \$35,569 of City Court money remained unaccounted for.

Using the daily cash book printouts, we detailed the money receipted at the City Court along with the makeup of the day's receipts. We compared these printouts to the deposits made, to document the timeliness of the deposits as well as to verify the classification of the deposit agreed to what was originally recorded on the receipt. Our audit began with the current date and we analyzed the activity back into 2008. Based on the audit procedures performed, we have been able to document what days' receipts have not been accounted for, which total \$35,569.

We are requesting Cathy Neal, former Court Clerk, to pay the City Court the amount of \$35,569. (See Summary, page 6)

Indiana Code 5-13-6-1(d) states in part: "A city or a town shall deposit funds not later than the next business day following the receipt of the funds in depositories selected by the city or town as provided in an ordinance adopted by the city or the town and approved as depositories of state funds."

Public funds shall be deposited in the same form in which they were received. (Accounting and Uniform Compliance Guidelines Manual for Cities and Towns, Chapter 7)

**AUDIT COSTS - MISSING FUNDS**

Additional audit fees were incurred in the investigation of missing funds. The State of Indiana is requesting reimbursement of audit fees incurred in the amount of \$14,265.62.

Audit costs incurred because of theft or shortage may be the personal obligation of the responsible official or employee. (Accounting and Uniform Compliance Guidelines Manual for Cities and Towns, Chapter 7)

**OFFICIAL BOND**

Cathy Neal, former Court Clerk, was covered by a City blanket bond with Travelers Insurance Company for \$50,000.

CITY COURT  
CITY OF MARTINSVILLE  
EXIT CONFERENCE

The contents of this report were discussed on June 27, 2011, with Cathy Neal, former Court Clerk, and William Van Der Pol, Jr., Attorney.

The contents of this report were discussed on June 28, 2011, with Mark Peden, Judge, and Becky Tumey, Court Clerk. The officials concurred with our audit findings.

CITY COURT  
CITY OF MARTINSVILLE  
SUMMARY

	<u>Charges</u>	<u>Credits</u>	<u>Balance Due</u>
Cathy Neal, former Court Clerk:			
Receipt Deposits, page 4	\$ 35,569.00	\$ -	\$ 35,569.00
Audit Costs - Missing Funds, page 4	<u>14,265.62</u>	<u>-</u>	<u>14,265.62</u>
 Totals	 <u>\$ 49,834.62</u>	 <u>\$ -</u>	 <u>\$ 49,834.62</u>

AFFIDAVIT

STATE OF INDIANA            )  
Johnson COUNTY        )

I, Beth A. Goss, Field Examiner, being duly sworn on my oath, state that the foregoing report based on the official records of the City Court, City of Martinsville, Morgan County, Indiana, for the period from January 1, 2010 to March 22, 2011, is true and correct to the best of my knowledge and belief.

Beth A. Goss  
Field Examiner

Subscribed and sworn to before me this 15<sup>th</sup> day of August, 2011.

Kathy J. Berger  
Notary Public

My Commission Expires: May 24 2012

County of Residence: Shelby

Administrative Office  
1400 American Lane  
Schaumburg, IL 60196

# GOVERNMENT CRIME POLICY DECLARATIONS



This policy issued by:  Fidelity and Deposit Company of Maryland  
 Colonial American Casualty and Surety Company  
(a stock insurance company)

Policy No. CCP 0021138 14

Named Insured and Mailing Address  
City Of Martinsville Indiana  
P O Box 149  
Martinsville IN 46151

Producer Name and Address:  
Morgan County Insurance Agency Inc  
P O Box 1496  
Martinsville IN 46151-2458

Policy Period: From 01/01/2010 to 01/01/2011 at 12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS AND CONDITIONS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

### INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLE

INSURING AGREEMENTS	LIMIT OF INSURANCE Per Occurrence	DEDUCTIBLE AMOUNT Per Occurrence
1. Employee Theft - Per Loss Coverage	\$ Not Covered	\$
2. Employee Theft - Per Employee Coverage	25,000.00	NIL
3. Forgery Or Alteration	Not Covered	
4. Inside The Premises - Theft of Money and Securities	50,000.00	1,000.00
5. Inside The Premises - Robbery Or Safe Burglary Of Other Property	Not Covered	
6. Outside The Premises	50,000.00	1,000.00
7. Computer Fraud	Not Covered	
8. Funds Transfer Fraud	Not Covered	
9. Money Orders And Counterfeit Paper Currency	Not Covered	

If Added By Endorsement, Insuring Agreement(s)

\$ \_\_\_\_\_ \$ \_\_\_\_\_

If "Not Covered" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted.

\*Policy Premium is payable: \$ 734.00 at inception; \$ \_\_\_\_\_ 1st Anniversary; \$ \_\_\_\_\_ 2nd Anniversary

\*Includes Taxes and/or Surcharges

### ENDORSEMENTS FORMING PART OF THIS POLICY WHEN ISSUED:

CR 00 26 05 06 CR 02 36 07 02 CR 2019 05 06 CR 25 19 05 06 UCR 112A Ed 0102

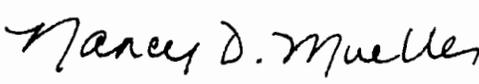
CANCELLATION OF PRIOR INSURANCE ISSUED BY US: By acceptance of this Policy you give us notice canceling prior policy or bond Nos. CCP 0021138 13 the cancellation to be effective at the time this Policy becomes effective.

COUNTERSIGNED: \_\_\_\_\_ (Date)

By: \_\_\_\_\_ Authorized Representative

IN WITNESS WHEREOF the Company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a declarations page countersigned by a duly authorized representative of the Company.

Attest   
Secretary

By   
President



EMPLOYERS MUTUAL CASUALTY COMPANY  
MARTINSVILLE CITY OF

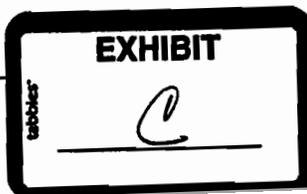
POLICY NUMBER: 2S7-98-74---11  
EFF DATE: 12/01/10

EXP DATE: 12/01/11

GOVERNMENT CRIME SCHEDULE

DESCRIPTION	DED (PER OCCURRENCE)	LIMIT (PER OCCURRENCE)
EMPLOYEE THEFT - PER LOSS	\$ 0	\$ 10,000

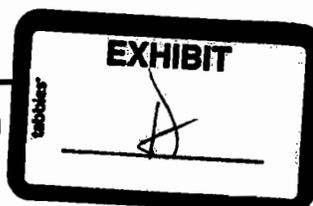
DATE OF ISSUE: 10/27/10 (BPP)  
WORK - CRIME BPP



VK 2S79874 1101

**Travelers Casualty and Surety Company of America**  
**Hartford, Connecticut**  
(A Stock Insurance Company, herein called the Company)

ITEM 1	<p><b>NAMED INSURED:</b></p> <p><b>CITY OF MARTINSVILLE</b></p> <p>D/B/A:</p> <p>Principal Address: <b>P O BOX 149</b> <b>MARTINSVILLE, IN 46151</b></p>
ITEM 2	<p><b>POLICY PERIOD:</b></p> <p>Inception Date: <b>January 1, 2011</b>      Expiration Date: <b>January 1, 2012</b> 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.</p>
ITEM 3	<p><b>ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:</b></p> <p>Email: <b>bfpcclaims@travelers.com</b> FAX: <b>(888) 460-6622</b></p> <p>Mail: <b>Travelers Bond &amp; Financial Products Claim</b> <b>385 Washington St. – Mail Code 9275-NB03F</b> <b>St Paul, MN 55102</b></p>
ITEM 4	<p><b>COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:</b></p> <p>Crime</p>





November 04, 2010

CITY OF MARTINSVILLE  
P O BOX 149  
MARTINSVILLE, IN 46151

Re: Important Information about Claims Information Line

Dear CITY OF MARTINSVILLE

Travelers Bond and Financial Products is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answer questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

Best regards,  
**Brittany L Bonesho**

ITEM 5	CRIME		
	Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
	<b>A. Fidelity</b> 1. Employee Theft 2. ERISA Fidelity 3. Employee Theft of Client Property	See Endorsement Not Covered Not Covered	
	<b>B. Forgery or Alteration</b>	Not Covered	
	<b>C. On Premises</b>	\$50,000	\$1,000
	<b>D. In Transit</b>	\$50,000	\$1,000
	<b>E. Money Orders and Counterfeit Money</b>	Not Covered	
	<b>F. Computer Crime</b> 1. Computer Fraud 2. Computer Program and Electronic Data Restoration Expense	Not Covered Not Covered	
	<b>G. Funds Transfer Fraud</b>	Not Covered	
	<b>H. Personal Accounts Protection</b> 1. Personal Accounts Forgery or Alteration 2. Identity Fraud Expense Reimbursement	Not Covered \$25,000	\$0
	<b>I. Claim Expense</b>	\$10,000	\$0

