

THEFT BY CHECK ALTERATION AND FORGERY POLICY

FORM C

POLICY
51350
NO.

\$10000

THE GENERAL INDEMNITY CORPORATION



A STOCK CORPORATION
ORGANIZED UNDER THE LAWS
OF THE STATE OF NEW YORK

HAVING ITS PRINCIPAL
OFFICE AT
ROCHESTER, NEW YORK

OF AMERICA

(HEREINAFTER REFERRED TO AS THE CORPORATION)

For and in consideration of an agreed premium paid by the Todd Protectograph Company, Inc. doth hereby insure
B. A. DORSEY
1009 N W 2 ND AVE
MIAMI FLORIDA.

of (hereinafter referred to as the Assured) against all direct loss, not exceeding in the aggregate the sum of **Ten Thousand Dollars (\$10,000)** which, during the two (2) years next ensuing the date of this instrument, to wit: **9-4-24** at noon, standard time, Rochester, N.Y., the said Assured may actually suffer on account of bank checks, drafts or notes fraudulently changed or altered.

The machine referred to under paragraph one, page two, is **X X X X** Model Check Writer No. **X XX XX** and this policy does not relate to any other machine and only to the machine designated when purchased as new (not rebuilt) direct from the Todd Protectograph Company, Inc. or its authorized agents.

This policy is subject to the terms and conditions on the succeeding pages hereof and the same are hereby made a part of this policy.

This policy, subject to its terms, conditions and limitations, shall also protect **ALL BANKS.**

upon which said checks, drafts or notes are drawn, provided reasonable diligence shall have been used in inspecting such fraudulently raised, forged, or altered checks, drafts or notes by said Bank before paying the same. Losses, if any, hereunder shall be paid to said Assured and to said Bank, as their respective interests may appear.

Dated, Rochester, New York, the day and year above written.

Harace Miller Secretary *W. R. W. W. W.* President

Terms and Conditions

This policy is made and accepted subject to the following terms and conditions:

The loss covered by this policy shall be a loss actually suffered under the following circumstances:

First. Loss suffered on account of bank checks, drafts or notes, fraudulently raised, increased or altered in the amount, if the assured shall during the time this policy is in force,

(a) Plainly imprint upon the face of said Document, before affixing signature, the exact amount by use of the check-writing machine referred to on page one of this policy, and use the special indelible ink furnished by the Todd Protectograph Company, Inc. manufacturers of said device, and

(b) Write remainder of said checks in ink by hand or machine and sign in ink in the usual and customary manner, and make said checks, payable to or to the order of distinct persons, firms, or corporations.

Second. Loss suffered on account of bank checks, drafts or notes, in which the name of the payee, date, or number has been fraudulently changed or altered, after signature and issuance; if the assured shall during the time this policy is in force,

(a) Draw said documents which are to be covered by this policy upon the special protected check paper forms (known as PROTOD-Greenbac) manufactured and sold by Todd Protectograph Company, Inc. of Rochester, New York, and

(b) Write said checks in ink by hand or machine and make said checks payable to or to the order of distinct persons, firms or corporations, and then affix signature in ink in the usual and customary manner.

Third. Loss suffered on account of bank checks, drafts or notes, upon which the signature of the assured has been forged, if such check shall be upon a serially numbered registered PROTOD-Greenbac form which was never in the possession of or under the control of the assured, and all of whose check forms have been serially numbered by the manufacturer before delivery.

Fourth. There shall be no liability for loss on any fraudulently raised, altered or forged check unless such loss is discovered and reported to this Corporation in the manner hereinafter specified within forty-five (45) days from the date of payment thereof by the bank upon which it was drawn.

Fifth. Immediately upon discovery of a loss, notice shall be given by telegram addressed to this Corporation at Rochester, New York, which shall be confirmed upon the same day by a registered letter containing a copy of the check and all endorsements and all other known particulars of the loss.

Sixth. In the event of claim hereunder, the Assured shall furnish to this Corporation the original check which is the basis of the claim for the purpose of examination and the making of photographic copies, and submit for examination, upon request all unused PROTOD-Greenbac check forms and the check protecting machine used in imprinting said check. The Assured and the bank hereby protected shall also furnish all other information bearing upon the claim, and permit an examination of their books and records, and this Corporation shall have the right to interrogate the Assured and the Assured's employes and the employes of the bank under oath relative to such claim. The Assured and the bank hereby protected shall make and subscribe all affidavits, informations and other documents necessary or proper for the apprehension and criminal prosecution of the guilty party or parties.

Seventh. This Corporation shall not be liable for any loss effected through collusion of the Assured or any officer or partner of the Assured or through collusion with any officer or employe of the bank hereby protected.

Eighth. Any loss of which satisfactory proof has been given to the Corporation shall be payable immediately upon the submission of such proof. No suit shall be brought under the policy until three (3) months after the particulars of the loss as required herein have been furnished, nor brought at all unless commenced within twelve (12) months after such loss was discovered. All sums which from time to time may be paid or expended by way of indemnity to the Assured under this policy, shall be in diminution of this policy.

Ninth. If any time limitation set forth in this instrument is prohibited by the statutes of the state in which it is issued, the said limitation shall be considered to be amended to agree with the minimum period of limitation permitted by such statutes.

Tenth. If two or more losses occur, the aggregate of which is more than the limit of this policy, they shall take priority so far as this Corporation is concerned in the order in which this Corporation receives notice thereof.

Eleventh. This Corporation reserves the right to cancel this policy at any time on five (5) days' written notice by registered mail to the Assured directed at the address given in the body of this policy said five (5) days to date from the deposit thereof in the United States Mails. No notice of intention to cancel need be given to the bank hereby protected. In case the Assured shall have actually paid the premium for this policy to this Corporation this Corporation shall concurrently with the giving notice of its intention to cancel return the pro rata unearned premium for the unexpired portion of the policy and the Corporation's check shall be a sufficient tender of such unearned premium. Upon the cancellation of this policy the Assured shall surrender the same to this Corporation.

Twelfth. Upon payment of a loss hereunder this Corporation shall be subrogated to the extent of such payment to all rights and remedies of the Assured and the bank, either or both, to whom such payment is made and shall be entitled to demand and receive full assignments and transfers necessary or proper to make such subrogation effective.

Thirteenth. Permission is hereby given to have other concurrent insurance without notice until requested.

Fourteenth. This Corporation shall not be liable for a greater proportion of any loss or damage than the amount hereby insured shall bear to the whole insurance carried by the Assured against a claim covered by this policy.

Fifteenth. No change or waiver of any of the terms, conditions or statements of this policy shall be valid unless set forth in an endorsement added hereto and signed by the President, Vice-President, Secretary or Treasurer of the Corporation.

SAMPLE SHOWING HOW CHECK SHOULD BE WRITTEN

RICHARD BROWN		No. <u>78</u>	
ROCHESTER, N. Y.		Jan 1, 1922	
PAY TO THE ORDER OF <u>Marshall Jones & Co</u>		No space here \$ <u>51.06</u>	
EXACTLY FIFTY ONE DOLLARS SIX CENTS		Add line to fill in here	
↑ BEGIN AMOUNT LINE HERE			
TO UNITED BANKS EVERYWHERE		<u>Richard Brown</u>	

THEFT BY CHECK ALTERATION AND FORGERY POLICY
FORM C

POLICY N^o

51350

THE

GENERAL INDEMNITY
CORPORATION



OF AMERICA

HOME OFFICE

ROCHESTER, N. Y.

INSURES

EXPIRES TWO YEARS FROM