

66550

Bond No. 349 197



In consideration of a stipulated premium, the TRINITY UNIVERSAL INSURANCE COMPANY, (hereinafter called Surety) hereby agrees to pay to **Board of Trustees Munster, Indiana Police Pension Fund** of **Munster, Indiana** (hereinafter called Employer), within 90 days after proof of loss as hereinafter set forth, the amount of all direct losses, which **Roy T. Tomlin** (hereinafter called Employee) may, while in any position and at any location in the service of the Employer, directly or by collusion with others, cause to the Employer, including loss of money and other personal property in the Employer's custody or possession, whether or not the Employer is liable therefor, not exceeding, however, the amount of **One Thousand and No/100 Dollars (\$1,000.00)**, through larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, wilful misapplication, or any other act of fraud or dishonesty, committed, during the term **30th** day of **April**, 1968, beginning with the **30th** day of **April**, 1968, standard time at the address of the Employer above given and while this bond is in force, and which losses shall be discovered by the Employer before the expiration of two years from the termination of the employment of the Employee, or the termination or cancellation of this bond, whichever shall first happen.

This bond is executed and accepted subject to the agreements and limitations set forth in SECTION A hereof, and to the conditions set forth in SECTION B hereof, which conditions shall be conditions precedent to recovery hereunder.

**SECTION A**

**CONTINUATION**

First: This bond, if written for a definite term, may be continued in force from time to time by continuation certificate executed by the Surety.

**LIABILITY NON-CUMULATIVE**

Second: Regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for more than the sum above specified.

**DISTRIBUTION OF SALVAGE**

Third: If a loss occurs hereunder through the act of the Employee which is in excess of the amount of this bond, any recovery thereof by the Employer shall revert to the Employer for the loss sustained in excess of the amount of this bond, the balance, if any, to be paid to the Surety; and likewise, the amount of any recovery that may be made by the Surety except from reinsurance, other suretyship, collateral, or third party indemnity, (less the expenses incurred by the Surety in making such recovery), shall revert to the Employer for the loss sustained in excess of the amount of this bond, the balance, if any, belonging to the Surety.

**CANCELATION**

Fourth: Either the Surety or the Employer may cancel this bond, by written notice served upon, or sent by registered mail to, the other, and specifying therein the effective date of such cancellation. Such date, if the notice be served by the Surety, shall be not less than twenty-five days after such service, or if sent by the Surety by registered mail, not less than thirty days after the date borne by the sender's registry receipt. In case of cancellation the Surety shall, on written demand, refund to the Employer any unearned premium.

**TERMINATION AS TO EMPLOYEE**

Fifth: This bond shall terminate as to future acts of the Employee immediately upon discovery by the Employer, or, if a corporation, by any director thereof or by any officer thereof not in collusion with the Employee, of any fraudulent or dishonest act on the part of the Employee, whether in the service of the Employer or otherwise.

**SECTION B**

**FILING OF CLAIM**

First: Within 100 days after discovery of loss hereunder by the Employer, or, if a corporation, by any director thereof or by any officer thereof not in collusion with the Employee, the Employer shall furnish to the Surety affirmative proof of loss with full particulars in writing, including dates and items of loss, duly sworn to.

**FILING OF SUIT**

Second: Legal proceedings for recovery of loss under this bond shall not be brought after the expiration of 15 months after the cause of action shall have accrued.

**RIDERS**

Third: This bond, as of the date thereof, is subject to the riders attached hereto as a part hereof, as follows:

Signed, sealed and dated **April 30, 1968**

*Charles W. Harrison*  
*Michael E. Hill*  
*Thomas G. ...*  
*John F. ...*  
*Roy T. Tomlin*

TRINITY UNIVERSAL INSURANCE COMPANY

By: *C. D. Hendon*  
**C. D. Hendon,** Attorney-in-fact.