

# Insurance law attorney Jared E. Stolz comments on Leicht Transfer & Storage Co., involving commercial crime insurance

*Jared Stolz published an explanatory article on a case involving commercial crime insurance, Leicht Transfer & Storage Co. v. Pallet Central Enterprises, Inc.*

FLEMINGTON, NEW JERSEY, UNITED STATES, August 7, 2019 /EINPresswire.com/ -- In the Leicht case, the Wisconsin Supreme Court addressed the scope of coverage for a commercial crime insurance policy. [Jared E. Stolz](#), in a newly published comment, reviews this case. The full comment will be published on his Blog at <https://jaredstolz.law.blog/>

Pallet Central Enterprises, Inc. ("Pallet Central") forged certain delivery tickets and used them to bill Leicht Transfer & Storage Company ("Leicht") for the sale and delivery of pallets that Pallet Central never sold or delivered. Leicht sued and "sought coverage for its losses under the No. 2016AP2334 2 Commercial Crime Insurance Policy issued to it by Hiscox Insurance Company, Inc. ('Hiscox'). Specifically, Leicht asserts that the forged delivery tickets comprise 'directions to pay' within the meaning of the 'Forgery or Alteration' insuring agreement of the Hiscox policy." Specifically, the policy provides the following:

...Checks We will pay for loss resulting directly from Forgery or alteration of checks, drafts, promissory notes, convenience checks, HELOC checks, or similar written promises, orders or directions to pay a sum certain in Money that are: (i) Made or drawn by or drawn upon You; or (ii) Made or drawn by one acting as Your agent; or that are purported to have been so made or drawn. (emphasis added)

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The Policy required a direction to pay, not a stand-in for a direction to pay. Therefore, the Court affirmed the dismissal of the case.”

*Jared Stolz, insurance lawyer  
in New Jersey*

At the trial court level, Hiscox was granted summary judgment. Trial court granted summary judgment and court of appeals affirmed because “the Policy ‘enumerate[s] specific covered instruments, including checks, drafts and promissory notes, and ‘similar written promises, orders or directions to pay a sum certain’ in money’ and that ‘[t]he delivery tickets Leicht relies upon were not written promises, orders or directions to pay ‘similar’ to the enumerated documents covered under the polic[y].”



Jared E Stolz, attorney in Flemington, New Jersey

Supreme Court explained that Leicht had to satisfy three elements to prevail on their claim. “First, it must demonstrate that a ‘delivery ticket’ is the type of document encompassed by the Policy’s insuring agreement. Second, it must show that the delivery tickets were ‘[m]ade or drawn by or drawn upon [Leicht]; or [m]ade or drawn by one acting as [Leicht’s] agent; or that are purported to have been so made or drawn.’ And third, it must establish that the payments it made to Pallet Central constitute a ‘loss resulting directly’ from the forgery.”

First, the Court held that delivery tickets were not “directions to pay”. It simply denotes the type and number pallets delivered and in fact contains no reference of any sum certain to be paid. While the Court acknowledged that Leicht used the delivery tickets as a direction to pay, the mere fact that they used the delivery tickets in such manner was insufficient to convert them to actual directions to pay under the policy. Put another way, “[t]he Policy required a direction to pay, not a standin for a direction to pay.” Therefore, the Court affirmed the dismissal of the case.

The case is Leicht Transfer & Storage Co. v. Pallet Central Enterprises, Inc., 2016AP2334.

About J. Elliott Stolz, Esq.

[Jared Elliott Stolz](#) is an attorney in New Jersey, focusing on insurance law and litigation. He is the managing partner of Stolz and Associates. [Jared Stolz](#) received his undergraduate education at Drew University in Madison, New Jersey and graduated with honors from Seton Hall University School of Law. Jared E. Stolz has been the managing partner of Stolz and Associates since 2004, specializing in providing individual and customized attention to insurance carriers needs on substantial coverage disputes. Mr. Stolz has nearly two decades of experience in the insurance industry and strives to offer the clients a combination of tried and true legal analysis along with tactic, brought to it by today’s technology, with a focused eye on expenses. He has represented prominent clients in numerous noteworthy cases with published opinions and has published and given seminar on insurance law topics.

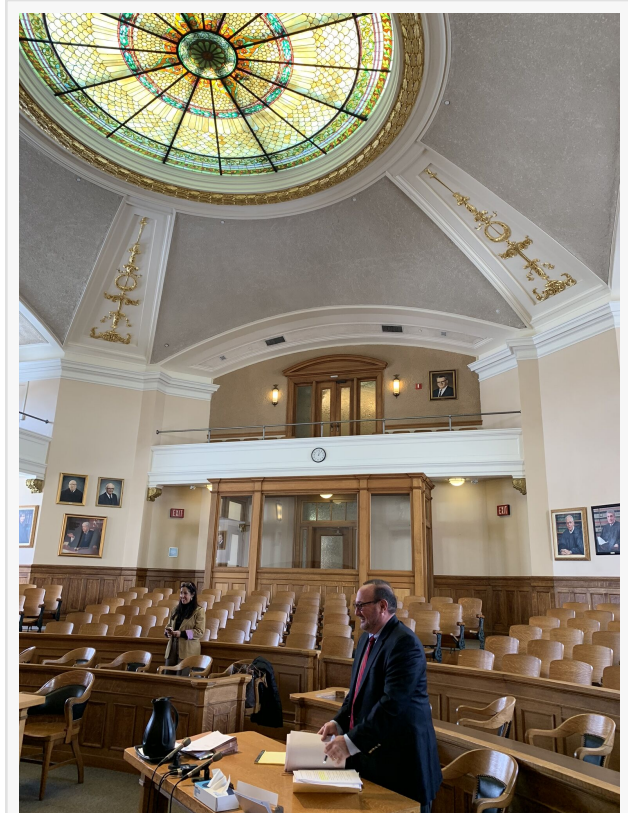
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