



FEDERAL CREDIT UNION

Claim and Request for Payment of Lost, Destroyed, or Stolen Corporate or Cashier's Check

DECLARATION OF LOSS: By my signature below, I, \_\_\_\_\_, certify and declare under penalty of perjury, that the following information is true and correct:

1. I am the \_\_\_ purchaser (remitter) / \_\_\_ payee of the following described \_\_\_ corporate check / \_\_\_ cashier's check:

Account: \_\_\_\_\_ Check #: \_\_\_\_\_ Date Issued: \_\_\_\_\_

Amount: \$ \_\_\_\_\_ Payee: \_\_\_\_\_

2. I have lost possession of the above check, I did not willfully give/transfer the check to anyone, and the check was not lawfully taken from me, for example, in a court ordered seizure.

3. I cannot reasonably obtain possession of the check because the check was:
\_\_\_ Destroyed \_\_\_ Lost (its whereabouts cannot be determined)

\_\_\_ Stolen (is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process)

4. I am aware my account will be charged a \$ \_\_\_\_\_ Stop Payment Request Fee (as disclosed in the current Fee Schedule).

5. When enforceable, I request that the Credit Union pay the amount of the check to me by means of:

\_\_\_ A replacement check; or
\_\_\_ Funds deposited into my \_\_\_ savings / \_\_\_ checking account referenced above.

I understand that this claim may not be immediately enforceable dependent upon the circumstances of the claim. The claim becomes enforceable at the LATER of:

- The date of this claim; or
• The 90th day following the date of the check.

I agree that River City Federal Credit Union [hereafter referred to as "the Credit Union"] will not be responsible for stopping payment unless my Claim and Request is received by the Credit Union within a reasonable amount of time for the Credit Union to act on my request prior to final payment of similar action.

I understand that my request is conditional and subject to the Credit Union's verification that the check has not already been paid or that some other action to pay the check has not been taken.

I understand that if the Credit Union pays me when this claim becomes enforceable, this payment discharges all liability of the Credit Union with respect to the check (subject to Section 4.302(a)(1) of the Uniform Commercial Code).

If the Credit Union has paid me and the check is presented for payment by a person having rights of a holder in due course, I am obliged to:

- Refund the payment to the Credit Union if the check is paid; or
• Pay the amount of the check to the person having rights of a holder in due course if the check is dishonored.

If I do not refund the payment to the Credit Union upon request, I understand that the Credit Union may enforce its rights in a court of law. I agree that in any court action to enforce this Declaration of Loss, whether I or the Credit Union commences the action, the prevailing party will be entitled to reasonable court costs, including attorney's fees.

INDEMNIFICATION NOTIFICATION: I agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, (to the extent permitted by law) damage or claims related to the Credit Union's action in refusing payment of the check, including claims of any joint owner, payee, or endorsee, or in failing to stop payment of a check as a result of incorrect information provided by me.

I understand that the Credit Union will rely upon the statements contained in this Declaration of Loss. I further understand that my claim may not be unenforceable if the Declaration of Loss fails to meet the requirements of Section 3.312 of the Uniform Commercial Code.

I declare under penalty of perjury that the foregoing is true and correct.

Member Signature

Date

CREDIT UNION USE ONLY

Accepted by: \_\_\_\_\_ Employee Branch Date

Processed by: \_\_\_\_\_ Employee Branch Date