

## Declaration of Loss – Request for Replacement/Refund of and Affidavit of Lost, Destroyed or Stolen Cashier’s Check

“Check” means the Cashier’s Check described on this form. “Credit Union” means SafeAmerica Credit Union. “Purchaser” refers to the purchaser of the Check. “Payee” means the third party or entity (if any) to whom or to which the Check was payable.

### Purchaser’s Portion

1) Purchaser purchased and received the Check from Credit Union.

**The check was payable to:**  Purchaser  a third party

2) The loss of the Check was not the result of:

- a. Purchaser’s transfer of the Check to the Payee or the Payee’s agent (a dispute that arises with the Payee after Purchaser transferred the Check to the Payee is not grounds for not paying a Check);
- b. Purchaser’s cashing the Check; or
- c. A lawful seizure of the Check from Purchaser.

3) Purchaser cannot reasonably obtain possession of the Check, because the Check was destroyed, its whereabouts cannot be determined or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.

**The check was:**  Lost  Stolen  Destroyed

4) Purchaser has described the Check with reasonable certainty, supplying all of the following information:

Amount of Check: \_\_\_\_\_

Payee of Check (indicate “Self”, if that is the case): \_\_\_\_\_

Date of Check: \_\_\_\_\_

Check Number: \_\_\_\_\_

5) Purchaser understands that the Check, if properly negotiated, is in the nature of a payment guarantee by Credit Union. If Credit Union receives this request after the Check has cleared, Credit Union will not be responsible for any loss to Purchaser or any Payee.

6) Purchaser agrees to defend, indemnify and hold Credit Union harmless from any cost, claim, liability or damage, including reasonable attorney’s fees, that results from carrying out this request.

7) Credit Union is not required to issue a refund by crediting Purchaser’s account or to issue a replacement check until the later 90 days after the date of the Check. If Credit Union accommodates Purchaser by issuing a replacement check or refund sooner than 90 days, Credit Union has the right to require Purchaser to post and pay for a lost instrument bond.

8) Purchaser agrees that if Credit Union pays Purchaser or the Payee by issuing a refund or a replacement Check, Credit Union is discharged from further liability. If a holder in due course presents the original

Check after that, Purchaser must pay the proceeds of the original Check to the holder in due course. If Credit Union is required to pay the original Check, Purchaser agrees to immediately pay Credit Union the amount of the original Check. If Purchaser does not pay Credit Union on Credit Union's written demand, Purchaser agrees that Credit Union can take any Credit Union shares in which the Purchaser has an interest (including funds that would normally be exempt from creditors' remedies, such as direct deposits of social security or unemployment benefits) to recover all or part of what Purchaser owes Credit Union without advance notice to Purchaser, unless prohibited by law or the share agreement. Credit Union will recover reasonable collection costs, including attorneys' fees.

**Payee's Portion**

(complete only if check was lost, stolen or destroyed after delivery or attempted delivery to Payee):

- 9) The loss of the check was not the result of:
  - a. Payee's transfer of the Check to a third party;
  - b. Payee's cashing the Check; or
  - c. Lawful seizure of the Check from Payee.

**The Check was:**

- Never received by the Payee       Lost after receipt by the Payee
- Stolen after receipt by the Payee       Destroyed after receipt by the Payee

10) Payee agrees that if Credit Union pays Payee by issuing a replacement Check, Credit Union is discharged from further liability. If Payee, a third party acting with Payee's actual or apparent authority, or a holder in due course presents the original Check after Credit Union issues a replacement Check and Credit Union is required to pay the original Check, Payee agrees that Payee is jointly and severally liable with the Purchaser to immediately pay Credit Union the amount of the original Check. If Payee has Credit Union shares and Payee does not pay Credit Union on Credit Union's written demand, Payee agrees that Credit Union can take any Credit Union shares Payee has an interest (including funds that would normally be exempt from creditors' remedies, such as direct deposits of social security or unemployment benefits) to recover all or part of what Payee owes Credit Union without advance notice to Payee, unless prohibited by law or the share agreement. Credit Union will recover reasonable collection costs including attorneys' fees.

**Applicable to Purchaser and, if Payee executes this Affidavit, to Payee:**

- 11) Under the Uniform Commercial Code, this request is effective only if Credit Union receives it in a time and manner that affords Credit Union reasonable opportunity to act on it.
- 12) This request is executed in California and California law will govern its interpretation. The singular implies the plural, if there is more than one purchaser or payee.

***Purchaser declares under penalty of perjury under the laws of California that all statements by Purchaser contained in this AFFIDAVIT are true and correct.***

Member (Purchaser) Signature	Date
Print Name	Member #:

**I request a (check one only):**

- Replacement check issued to the same Payee.
- Refund in the form of a credit to my SafeAmerica CU Account # \_\_\_\_\_

**Payee must complete the following, if paragraph 9 above is completed:**

**Payee declares under penalty of perjury under the laws of California that all statements by Payee contained in this AFFIDAVIT are true and correct.**

Payee Signature	Date
Print Name	

*If Payee is not a natural person, print name and title of individual signing on Payee's behalf.*