

**Claim to Lost, Stolen or Destroyed
Cashier's Check, Corporate Counter Check or Money Order**

Member Name: _____

Account Number: _____

I _____ (print or type name of claimant) hereby assert a claim to the following described Cashier's check, Corporate counter check or Money order:

Remitter: _____

Amount: _____

Date of item; _____

Check or Money order # _____

Payee: _____

Payee: _____

And request payment of the check. My Declaration of Loss, signed under oath and witnessed by a notary, is attached hereto. I understand that the claim has no legal effect until it is enforceable. A claim becomes enforceable at the LATER of

1. The time the claim is asserted; or
2. The 90th day following the date of the check.

I further understand that my claim may be unenforceable if the Declaration of Loss fails to meet the requirements of Section 3-312 of the Uniform Commercial Code or if it fails to reach the credit union at a time and in a manner which affords the bank reasonable time to act on it before the check is paid.

I understand that there is a fee of **\$26.00** per item.

X _____
Signature of Claimant

X _____
Date

Declaration of Loss

I, _____ (print or type name) certify that:

1.) I am the drawer, remitter or payee of the item. 2.) I can not reasonably obtain possession of the item because the item was destroyed, its whereabouts can not be determined, or it is in the wrongful possession of an unknown person or person that can not be found or is not amenable to service of process. 3.) The item was not properly endorsed by all parties at the time of the loss/theft. 4.) The loss was not the result of a transfer by me or a lawful seizure. 5.) I will not negotiate the item and, if found, will void the item and return the item to California Community Credit Union. (If the item is processed in error, I agree to hold California Community Credit Union harmless for non-payment of the item.) 6.) I agree to indemnify and hold California Community Credit Union harmless against any and all loss, damage, claim, liability or expense (including attorney's fees) for which California Community Credit Union may become liable as a result of your compliance with my stop payment request.

The following is a brief description of the circumstances surrounding the loss, destruction, or theft of the Cashier's check, Corporate counter check or Money order:

The statements made herein are made under penalty of perjury and I warrant them to be true and correct.

I understand that if this claim is paid and the check is later presented for payment by a person having the rights of a holder in due course, I am obliged to either 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.

Dated this _____ day of _____, _____.

Signature of Claimant