

DECLARATION OF LOSS STATEMENT AND CLAIM TO LOSS, STOLEN, DESTROYED CASHIER'S CHECK, TELLER CHECK OR CERTIFIED CHECK

Instructions: To submit a declaration of loss for a Credit Union 1 issued/signed check, you must complete and sign this form. Once completed, submit this form to Credit Union 1 as soon as possible. You may deliver to any Credit Union 1 branch location or mail the original to: Credit Union 1 – Accounting Department, P.O. Box 100, Rantoul, IL 61866-9911; or fax to (217) 893-4341 Attn: Rantoul Accounting Dept. This form may be sent to you and returned via secure email (if you choose this option, please call member services at 800-252-6950)

I, the undersigned declarant, hereby state on my oath and under penalty of perjury, the following:

1. I lost possession of check number _____, which is in the amount of \$_____ and dated _____ ("Check"). The Check was either a cashier's, tellers or certified check issued by Credit Union 1.
2. I have marked an "X" on the following line that most accurately describes my circumstance:
 The Check was never received by me or any other authorized party on my behalf;
 The Check was received by me, but I lost the item ____ before ____ after I indorsed the Check;
 The Check was received by me, but it was destroyed ____ before ____ after I indorsed the Check; or
 The Check was received by me, but the Check was stolen from my possession ____ before ____ after I indorsed the Check;
3. The following is a brief description of the circumstances surrounding the loss, destruction, or theft of the cashier's check, teller's check or certified check (attach additional paper if needed):

4. I am the drawer or payee on the certified Check or if the Check is a cashier's or teller check, I am the remitter or payee.
5. The loss of possession was not the result of a transfer by myself or a lawful seizure. I 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.
6. I shall provide reasonable identification if requested by the credit union.
7. I understand that my claim may be unenforceable if the Declaration of Loss fails to reach the credit union at a time and in a manner which affords the credit union reasonable time to act on it before the Check is paid.
8. If at any time I should obtain possession of the Check, I shall immediately turn it over to the credit union at any one of its branch locations. I hereby give up all rights with respect to the Check except the right to be paid the amount of the Check under this declaration of loss.
9. I understand that this claim does not become "enforceable" until the LATER of (i) the time the claim is asserted, or (ii) the 90th day following the date of the Check, in the case of a cashier's check or teller's check, or the 90th day following the date of the acceptance, in the case of a certified check.
10. I understand that this claim has no legal effect until it becomes enforceable and that if the Check is presented by a person entitled to enforce the Check before this claim becomes enforceable and the credit union pays the Check, the credit union is discharged of all liability with respect to the Check.
11. I understand that if this claim becomes enforceable before the Check is presented for payment, the credit union is not obligated to pay the Check.
12. I understand that once this claim becomes enforceable, the credit union will only then be obligated to pay the amount of the Check, but only if it has not already paid the Check to a person entitled to enforce the Check.

13. I understand that if the credit union pays the amount of the Check to me once the claim becomes enforceable and the Check is presented for payment by a person having rights of a holder in due course, I shall immediately (i) refund the payment to the credit union if it pays the Check, or (ii) pay the amount of the Check to the person having rights of a holder in due course if the credit union dishonors the Check.
14. I agree to reimburse Credit Union 1 for all expenses and costs it incurs as a result of not honoring the Check or as a result of my lack of prompt reimbursement of the payment to the credit union if the check is honored, this shall include, but not be limited to court costs and reasonable attorneys' fees. I grant the credit union the right to set-off against my account(s) for any amounts.

I HAVE READ THE ABOVE AND HEREBY DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE IS TRUE AND ACCURATE AND FREELY ENTER INTO THE SAME. I HEREBY MAKE THE ABOVE STATEMENTS AND AGREEMENTS ACKNOWLEDGING MY INTENT TO HAVE THE CREDIT UNION RELY ON THE SAME.

Signature

Date

Print Name

Credit Union 1 Account Number

Email Address: _____

Phone Number: _____

Mailing Address: _____

Below For Credit Union Internal Use Only:

Received By: _____
Print Name and Title Date & Time Received Branch

Researched (Mark "X" in appropriate space):

___ Item previously presented and paid on _____ (insert date)

___ Item NOT previously presented and paid

Forwarded to Rantoul Accounting at _____: _____ AM/PM (insert time) on _____ (insert date)

Below For Rantoul Accounting Only:

Date of lost, stolen, destroyed Check: _____ 90 day waiting period end date: _____

Date of stop payment _____ Re-Deposit Date: _____

Check # _____ Amount: \$ _____ Initials: _____