



Affidavit and Indemnity Agreement
Lost, Stolen or Destroyed Corporate or Cashier's Checks
(Member's Claim for Reimbursement)

The undersigned, _____, (if applicable, an authorized representative of _____) after first being duly sworn upon his/her oath or affirming subject to the pains and penalties of perjury, states as follows:

1. That I am an adult residing in _____ County, at the following address:

_____.

2. That I have first hand knowledge of the facts stated in this Affidavit and am competent to testify to the matters contained herein.

3. That I am the Remitter/Payee of the following described Cashier's Check or Corporate check which I purchased from Interra Credit Union and which issued said check at my request:

Check number _____, dated _____,
In the sum of _____ Dollars (\$ _____),
Payable to _____.

4. That said check has been **LOST, STOLEN OR DESTROYED (circle reason)** resulting in lost possession of said check; AND that loss of possession was not the result of a transfer or lawful seizure; AND I cannot reasonably obtain possession of said check because it 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.

5. That I hereby understand until this claim becomes enforceable, it has no legal effect and the check may be paid. This 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 this Affidavit 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 Credit Union reasonable time to act on it before the check is paid.

6. That I agree to provide reasonable identification if so requested by the Credit Union.

7. That I do hereby request that Interra Credit Union stop payment on said check and further agree to indemnify and hold Interra Credit Union harmless from and against any and all claims, demands, actions, causes of action, liabilities, and obligations, including defense costs and attorney fees, associated with a stop payment order being made on said check for my benefit.

8. That I authorize Interra Credit Union to charge my **ACCOUNT #** _____ for any applicable stop payment fees, as disclosed in the Credit Union's fee schedule.

9. That I hereby agree to fully cooperate with Interra Credit Union in defending any such claims brought against it by reason of any stop payment order issued relating to the above-referenced check and will provide any and all documentation and communications available with respect to the underlying transaction(s) related to said check.

10. That to further protect Interra Credit Union from issuing the stop payment order relating to said check, the Credit Union may continue to retain possession of the amount used to purchase said check and will not be required to re-credit my account for said funds until the claim becomes enforceable or until any claims brought relating to said check are resolved, whichever is later.

11. That I hereby understand that if Interra Credit Union pays this claim and the check is later presented for payment by a person having the rights of a holder in due course, I am obligated to either refund the payment to Interra 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 _____, _____.

I affirm, under the pains and penalties of perjury, that the foregoing statements are true and correct.

Signature

(Additional statement to be signed when claimant is an organization or business)

I hereby certify that I am an authorized representative of the above-named business entity and that I have full and complete authority to execute the foregoing agreement on behalf of said business entity.

Authorized Signature

STATE OF INDIANA)
COUNTY OF _____)

Duly affirmed and/or subscribed and sworn to by _____, before me, a Notary Public in and for said county and state, this _____ day of _____, _____.

WITNESS my hand and notarial seal.

Notary Public
Residing in _____ County, IN

My Commission Expires:

FOR CREDIT UNION USE ONLY

Enforceable Date of Claim: _____

*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.

Stop Payment Called To: _____ (Acct. Dept) Date: _____ Fee Charged

Requested Method of Reimbursement:

Credit Account of: _____, Amount: _____

Issue Replacement Check #: _____, Dated: _____, Amount: _____,

Payable To: _____

Reimbursement Completed By: _____ Date: _____