



## Declaration of Loss on Negotiable Instrument and Indemnification Agreement

The following described negotiable instrument was issued by HealthShare Credit Union:

Official Check       Money Order

The following describes the negotiable instrument issued by HealthShare Credit Union has been:

Lost       Stolen       Destroyed       Misplaced

Name: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Payee: \_\_\_\_\_  
Date Issued: \_\_\_\_\_

Date: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Amount of Fee: \_\_\_\_\_

I make this request in my capacity as:  Purchaser of the negotiable instrument       Payee of the negotiable instrument

I request HealthShare Credit Union to:  issue a replacement       issue a refund for the amount (purchaser only)

I understand and agree, in the event that the negotiable instrument described above is presented for payment and HSCU pays the check or money order, I must refund to HealthShare Credit Union. HSCU refund may be debited from my account or if there is insufficient funds in my account I must refund HSCU the amount of the check within 10 days from the date written demand from HSCU is sent to my last known address shown on HSCU's records.

I understand and agree if HSCU does not pay the negotiable instrument, I may be obligated to pay the amount of the negotiable instrument to their person having the rights of a holder in due course.

I request replacement or refund of the above described HSCU official check or money order. In consideration of HSCU's acting in reliance upon the foregoing representations and warranties in the Declaration of Loss and Request for Replacement or Refund of the official check or money order and/or in this **Indemnity Agreement** and in further consideration of HSCU's compliance with the foregoing request and honoring the claim earlier than **90 days** after the issuance of the check. I understand and agree to defend, indemnify and hold harmless HSCU from and against any and all claims, demands, losses, damages, actions, and cause of actions, including expenses, costs, and reasonable attorneys' fees incurred by HSCU, having relied upon the foregoing representations and warranties and/or complied with the foregoing request of the undersigned.

### Declaration Under Penalty of Perjury

**I declare, under penalty of perjury**, that all statements contained in this document are true and correct, the loss of possession of the official check or money order was not the result of a transfer by me or a lawful seizure, and I cannot reasonably obtain possession of the official check or money order because the check was destroyed, its whereabouts cannot be determined, or it is in the possession of a person that is either unknown, cannot be found, or is not amenable to service of process.

If a replacement check is issued to me, I agree not to retain or negotiate the original check or money order and to return it to HSCU if it comes in to my possession.

\_\_\_\_\_  
Member Signature/ Payee Signature      Date

Subscribed and Sworn to before me this _____ day of _____, 20_____  _____ Notary Public	Replacement Check/Money Order Issued: Number: _____ Date: _____ Amount: _____ Payable to: _____ Employee Initials: _____
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