



## Claim and Request for Payment of Lost, Destroyed or Stolen Cashier's Check

I, \_\_\_\_\_, hereby assert a claim to the following described cashier's check:

Remitter: \_\_\_\_\_ Payee: \_\_\_\_\_

Check No: \_\_\_\_\_ Amount: \_\_\_\_\_ Date of Check: \_\_\_\_\_ Member No: \_\_\_\_\_

### Declaration of Loss:

By my signature below, I certify and declare under penalty of perjury that I am the person who claims the right to receive the amount of the above-mentioned cashier's check that was lost, destroyed or stolen. I have not deposited, cashed or otherwise negotiated, nor do I have possession of the check, and the loss of possession was not the result of a transfer by me or a lawful seizure of the check; and that I cannot obtain possession of the check because:

- The check is lost.
- The check is destroyed.
- The check was stolen from my possession.
- The check is in the wrongful possession of the following person \_\_\_\_\_
- The check is otherwise in the wrongful possession of an unknown person. \_\_\_\_\_
- Other: \_\_\_\_\_

The following is a brief description (by member) of the circumstances surrounding the loss, destruction or theft of the check:

\_\_\_\_\_  
\_\_\_\_\_

I acknowledge and agree that this claim shall not be enforceable unless it is received at a time and in a manner in which CPCU has reasonable time to act on it before the check is paid, and unless I provide reasonable identification to CPCU. A claim becomes enforceable at the LATER of:

1. The time the claim was asserted; OR
2. The 90<sup>th</sup> day following the date of the check.

I acknowledge that until this claim becomes enforceable it has no legal effect and CPCU may pay the check to any entitled to enforce it, in which event CPCU is discharged from all liability with respect to the check.

I acknowledge that if this claim becomes enforceable before the check is presented for payment, CPCU is no longer obligated to pay the check. I also agree that if CPCU pays the amount of the check to me pursuant to this claim, when the claim becomes enforceable, and if the check is subsequently presented for payment by a person having the rights of a holder in due course, I am obligated to a) refund the payment to CPCU if the check is paid to that person or b) pay the amount of the check to the person having the right of a holder in due course if the check is dishonored.

I agree that CPCU, at its sole discretion, may pay the claim prior to the date that it becomes enforceable. By signing this claim and request, I agree to defend, indemnify, and hold harmless CPCU, from any claim, damage or costs made or incurred as a result of its refusal to pay the check described above.

Member's Signature \_\_\_\_\_

Date \_\_\_\_\_

Phone No. \_\_\_\_\_

Address \_\_\_\_\_

### FOR CPCU USE

Staff Signature \_\_\_\_\_

Date \_\_\_\_\_