

## DECLARATION OF LOSS OFFICIAL CHECK

I (including any and all of the undersigned, jointly and severally) declare under penalty of perjury, under the laws of the State of California, that the following information is true and correct:

1. I am the \_\_\_\_\_ (remitter or payee) for a official check number \_\_\_\_\_ dated \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ payable to \_\_\_\_\_.
2. I have lost possession of the check on or about \_\_\_\_\_ (date). I did not willfully give the check to anyone. The check was not lawfully taken from me, for example, in a court ordered seizure.
3. The check was:  
(check one)
  - Destroyed
  - Lost (the location of the check is unknown)
  - Stolen
4. I cannot reasonably obtain possession of the check because the check was destroyed, its location cannot be determined, or it was stolen and it is now in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.
5. If the check was stolen I have , have not  filed a police report. The police report, if applicable, was filed on \_\_\_\_\_ with the \_\_\_\_\_ police department.
6. I request that you pay the amount of the check, when this claim becomes enforceable in the form of:  
(check one)
  - Credit my account number \_\_\_\_\_.
  - Issue a cashier's check made payable to the undersigned.
7. I understand that this claim may not be immediately enforceable. The claim will be enforceable on the later of the following:
  - a. The date of this claim
  - b. Ninety(90) days from the date of the check.
8. I understand that the bank must have a reasonable time to respond to this claim before the claim will be enforceable.
9. I understand that until this claim becomes enforceable, the bank may pay the person who is entitled to enforce the check. If the bank pays the person who is entitled to enforce the check, I understand that the bank will be relieved of liability to me and that I cannot enforce this claim.

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10. I understand that if the bank pays me after this claim becomes enforceable, the bank will be relieved of liability on the check. If the bank has paid me and a holder in due course presents the check for payment, I agree to do the following:
- a. If the bank pays the check, I must refund to the bank the amount of the check within 10 days from the date written demand from the bank is sent to the last known address shown on the bank's records.
  - b. If the bank does not pay the check, I must pay the amount of the check to the holder in due course.
11. If I do not refund to the bank the amount of the check upon request, I understand that the bank may enforce its rights in a court of law. I agree that in any court action to enforce this Declaration of Loss, whether I commence the action or the bank commences the action, the prevailing party will be entitled to reasonable court costs, including attorney's fees.
12. I agree to defend, indemnify and hold the bank harmless from any expenses, loss or damage incurred as a result of the bank releasing the proceeds of the above described check or relying on other instruction or information provided by me, including any claim by any person, organization or corporation arising from any transfer, pledge, negotiation or assertion of any interest in the above described check. I also agree to indemnify and hold the bank harmless for any and all loss or damage, including expenses and costs, including reasonable attorneys fees, on account of the bank's refusal for payment of such item to any other claimant thereon.
13. I understand that the bank will rely upon the statements contained in this Declaration of Loss.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature