

Notice of Lost, Stolen or Non-Received Credit Union Check(s)



PO Box 385
McCook, NE 69001-0385
PH: 308-345-7040
TF: 877-645-7040
midwestlibertyfcu.org

Claimant had physical possession of the credit union's cashier's or teller's check **Yes** **No** **1**

Claimant Information (Remitter or Payee) **2**

Name	Home Phone	Mobile Phone	Member Number
Address	City		State ZIP
Driver's License - State, Number & Issue and Exp. Date	E-mail Address	Employer	Work Phone
I am the <input type="checkbox"/> Remitter <input type="checkbox"/> Payee	If not a CU member	Your Financial Institution	Branch Account No.

Payee Information (If Applicable and Claimant is not Payee) **3**

Payee Name	Address	City	State	ZIP
Home Phone	Mobile Phone	Work Phone	Financial Institution	Branch Account No.

Information about the Lost, Stolen or Non-Received Cashier's or Teller's Check (As Applicable and as Required by the Credit Union) **4**

Check Number(s)	Account Number	Routing & Transit No.	Date of Check	Amount of Check	Date of Loss/Theft Reported	Date Non-Receipt Reported
-----------------	----------------	-----------------------	---------------	-----------------	-----------------------------	---------------------------

Additional Facts, Information or Comments about the Lost, Stolen or Non-Received Cashier's or Teller's Check (Optional) **5**

Declaration of Facts & Circumstances Concerning the Claim for the Lost or Stolen Cashier's or Teller's Check **6**

I, the undersigned claimant, represent and declare that I was in possession of the check identified in this notice, but that the check subsequently became lost, stolen or destroyed. I further represent and promise that neither I, nor anyone authorized by me, endorsed or negotiated the check, and that the loss of possession of the check was not the result of a transfer by me or a lawful seizure. I have no further knowledge of the existence or whereabouts of the check, and 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. Further, I received no benefit from the proceeds of the lost, stolen or destroyed check. Should the check ever come into my possession, I agree to promptly deliver the check to you.

I acknowledge that this claim is not enforceable and that I may not be reimbursed for the lost, stolen or destroyed check until the 91st day from the date of the check. I further acknowledge and agree that once you reimburse me pursuant to this claim, I am obligated to either (1) pay the amount of the check to a person having the rights of a holder in due course, or (2) refund the payment to you if you pay that person upon presentation of the check. I can request you to pay this claim prior to the date that it becomes enforceable upon the condition that I post a bond or other collateral or security in such amount and upon such conditions as you deem appropriate.

Declaration of Facts & Circumstances Concerning the Claim for the Non-Received Cashier's or Teller's Check **7**

I, the undersigned claimant, represent and declare that I did not receive the check identified in this notice that was mailed or sent to me, and that neither I nor anyone authorized by me, received, endorsed or negotiated the check. I have no further knowledge of the existence or whereabouts of the check, and cannot obtain possession of the check. Further, I received no benefit from the proceeds of the non-received check, and agree to promptly deliver the check to you if the check comes into my possession.

In return for the promises made above, I request that you provide me with a replacement check or reimburse me for the amount of the non-received check. I acknowledge that as a condition of honoring this request you can require me to post a bond or provide other collateral or security in the amount and upon such conditions as you deem appropriate.

Certification & Promises by the Claimant **8**

Certification: I, the undersigned claimant, certify under penalties of perjury that all information provided and all certifications made in this Notice are true and correct. I agree that the credit union and anyone else to whom this Notice is provided may rely on the information and certifications contained in it.

Authority: I am fully authorized, as necessary or appropriate, to sign and agree to the terms and conditions of this Notice.

Promise to Repay, Indemnify, Defend and Hold Harmless: I agree to repay, indemnify, defend, and hold harmless the credit union and any other person who relies on this Notice for the amount of the check(s) and from all claims, damages, losses and costs (including attorney fees) because of actions taken in reliance on the information provided or the certifications and promises made in this Notice.

Information, Release of Information and Cooperation: I agree that I may be required to provide the credit union with additional information, and/or file a police report, before any funds are credited to an account, or alternatively that I receive a replacement check. I consent to the release of any information in this Notice to any person who has a business or law enforcement interest in the lost, stolen or non-received check. I further agree to cooperate with any person with a business or law enforcement interest in the lost, stolen or non-received check in the enforcement of rights or the prosecution of crimes associated with the circumstances for which this Notice is given.

Claimant Signature

State of _____ in the county of _____ Notary _____

This Statement was signed before me on _____ Commission Expires _____

by _____
Name(s) of Claimant(s)

OFFICE USE ONLY	CU Employee Name _____ ID Number _____ Date _____	Reviewed (Refuse to pay check(s) for forged endorsement(s))
------------------------	---	---