

CASHIER'S CHECK LOSS DECLARATION

Cashier's Check Number	Date of Issuance	Check Amount
Payee	Status (Check one box only) <input type="checkbox"/> Destroyed <input type="checkbox"/> Lost <input type="checkbox"/> Stolen <input type="checkbox"/> Never received	Stolen Check Police Report Police Report Date <input type="checkbox"/> Filed <input type="checkbox"/> Not Filed
Requested Payment (Check one box only) <input type="checkbox"/> Credit to original account <input type="checkbox"/> Cashier's check payable to:	Account number or payee	Law Enforcement Agency Where Report Filed

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:

I am the payee and/or purchaser of the Cashier's Check described above. The current status of the check is as described above. I cannot reasonably obtain possession of the check because the check was destroyed, its location cannot be determined, or it was stolen and 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. If the check was stolen, I have filed a Police Report as indicated above. I request that you pay the amount of the check as indicated above when this claim becomes enforceable.

I understand that this claim may not be enforceable immediately. The claim will be enforceable on either: The date of this claim **OR**, after the Waiting Period has elapsed, whichever is **later**. Waiting Period is defined as:

- 30 days after the date of issuance if the check amount is less than \$1,000
- 90 days after the date of issuance if the check amount is \$1,000 or more.

I understand that Banamex USA ("Bank") must have a reasonable amount of time to respond to this claim before the claim will be enforceable.

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.

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 immediately upon receipt of written notice from the Bank.
- b. If the Bank does not pay the check, I must pay the amount of the check to the holder in due course.

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 Loss Declaration, 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.

I agree to defend, indemnify and hold harmless Bank from any expenses, loss or damage incurred as a result of 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 any assertion of any interest in the above described check. I also agree to indemnify and hold Bank harmless for any and all loss or damage, including expenses and costs, including reasonable attorneys fees, on account of Bank's refusal for payment of such item to any other claimant thereon.

Payee Name	
Payee Signature	X
Purchaser Name	
Purchaser Signature	X
Prepared By (BUSA)	
Reference Number	

BANK USE ONLY	
Account Number Credited	
Cashier's Check Issued	
Payee Name	
Loss Declaration Accepted and Approved by	
Officer Name and Title	
Signature and Date	