

SAN FRANCISCO FEDERAL CREDIT UNION

REQUEST FOR REPLACEMENT/REFUND OF AND AFFIDAVIT OF LOST, DESTROYED, OR STOLEN TELLER'S CHECK

Instructions for completing this form:

Please read the following form carefully. In each section, fill in any required information. Once you have completed all required sections, please indicate your understanding of the terms by signing and dating the document.

“Check” means the teller’s check described on this form. “Credit Union” means San Francisco Federal Credit Union. “Purchaser” refers to the purchaser of the check. “Payee” means the third party or entity (if any) to whom or to which the check was payable.

PURCHASER’S PORTION (required)

1. Purchaser purchased and received the Check from the Credit Union.
The check was payable to Third Party
2. The loss of the Check was not the result of
 - 2.1 The Purchaser’s transfer of the Check to the Payee or the Payee’s agent (a dispute that arises with the Payee after Purchaser transferred the Check to the Payee is not grounds for not paying a Check);
 - 2.2 Purchaser’s cashing the Check; or
 - 2.3 A lawful seizure of the Check from the Purchaser
3. The Purchaser 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.
The check was lost stolen destroyed
4. The Purchaser has described the Check with reasonable certainty, supplying all of the following information:

\$	
Amount of Check	Date of Check
Payee of Check	Check Number
5. The Purchaser understands that the Check, if properly negotiated, is in the nature of a payment guarantee by the Credit Union. If the Credit Union receives this REQUEST after the Check has cleared, the Credit Union will not be responsible for any loss to the Purchaser or any Payee.
6. The Purchaser agrees to indemnify and save the Credit Union harmless from any cost, claim, liability, or damage, including reasonable attorney’s fees, that results from carrying out this REQUEST.
7. The Credit Union is not required to issue a refund by crediting the Purchaser’s account or to issue a replacement check until the later 90 days after the date of the teller’s check. If the Credit Union accommodates the Purchaser by issuing a replacement check or refund sooner than 90 days, the Credit Union has the right to require the Purchaser to post and pay for a lost instrument bond.
8. The Purchaser agrees that if the Credit Union pays the Purchaser or the Payee by issuing a refund or a replacement Check, the Credit Union is discharged from further liability. If a holder in due course presents the original Check after that, the Purchaser must pay the proceeds of the original Check to the holder in due course. If the Credit Union is required to pay the Check, the Purchaser agrees to immediately pay the Credit Union the amount of the original Check. If the Purchaser does not pay the Credit Union on the Credit Union’s written demand, the Credit Union can take funds in any San Francisco Federal Credit Union account in which the Purchaser has an interest to recover all or part of what the Purchaser owes the Credit Union without advance notice to the Purchaser, unless prohibited by law or the applicable account agreement. The Credit Union will recover reasonable attorneys’ fees the Credit Union incurs to collect what the Purchaser owes in addition to other collection costs.

PAYEE’S PORTION

(complete only if the Check was lost, stolen or destroyed after delivery or attempted delivery to Payee)

9. The loss of the Check was not the result of
 - 9.1 The Payee’s transfer of the Check to a third party;
 - 9.2 The Payee’s cashing the Check; or
 - 9.3 A lawful seizure of the Check from the Payee
 The Check was : never received by the Payee stolen after receipt by the Payee
 lost after receipt by the Payee destroyed after receipt by the Payee

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10. The Payee agrees that if the Credit Union pays the Payee by issuing a replacement Check, the Credit Union is discharged from further liability. If the Payee, a third party acting with the Payee's actual or apparent authority, or a holder in due Course presents the original Check after the Credit Union issues a replacement Check, the Payee agrees that the Payee is jointly and severally liable with the Purchaser to immediately pay the Credit Union the amount of the original Check. The Credit Union will recover reasonable attorneys' fees the Credit Union incurs to collect what the Payee owes in addition to other collection costs.

Applicable to the Purchaser, and if the Payee executes this Affidavit, to the Payee:

- 11. Under the California Commercial Code, this REQUEST is effective only if the Credit Union receives it in a time and manner that affords the Credit Union reasonable opportunity to act on it.
- 12. This REQUEST is executed in California and California law will govern its interpretation. The singular implies the plural if there is more than one purchaser or payee.

The Purchaser declares under penalty of perjury under the laws of California that all statements made by the Purchaser contained in this affidavit are true and correct.

Member (Purchaser) Signature	Date
Member Name (Please Print)	Member Number
I request a (check one only):	
<input type="checkbox"/> replacement check issued to the same Payee	
<input type="checkbox"/> refund in the form of a credit to my San Francisco Federal Credit Union account	Account to Credit

Payee completes the following if item 9 above is filled in.

The Payee declares under penalty of perjury under the laws of California that all statements by the Payee contained in this affidavit are true and correct.

Payee Signature	Date
Payee Name (Please Print)	

If the Payee is not a natural person, print the name and title of the individual signing on the Payee's behalf

IF THIS FORM IS NOT SIGNED AT A CREDIT UNION OFFICE, AND THE CHECK IS \$3,000 OR MORE, THE SIGNATURES OF THE PURCHASER AND PAYEE MUST BE NOTARIZED.

Affidavit received & Signature verified by: Operator # _____ Date _____	
Waive Fee? _____ Yes _____ No Reason (if yes): _____	
FOR ACCOUNTING USE ONLY:	
0\$5 Status: <input type="checkbox"/> Paid or <input type="checkbox"/> Outstanding	Transaction type: SPTCK
Stop payment loaded by: _____	Fee waiver (if applicable): DR GL 4.431.3 CR Member
Date loaded: _____	Posted by: _____ Date Posted: _____
Checks under \$3,000:	Original or fax affidavit is acceptable
Checks \$3,000 or over:	Original affidavit required, must be notarized if not signed at a Credit Union office