



Affidavit and Indemnity Agreement
Lost, Stolen or Destroyed Corporate Checks
(Member's Claim for Reimbursement or Reissue)

The undersigned, _____, (if applicable, an authorized representative of _____) after first being duly sworn upon his/her oath or affirming subject to the pains and penalties of perjury, states as follows:

1. That I am an adult residing in _____ County, at the following address:
_____.
2. That I have firsthand knowledge of the facts stated in this Affidavit and am competent to testify to the matters contained herein.
3. That I am the Remitter/Payee of the following described Corporate Check which I purchased from Utica District Telephone EFCU and which issued said draft at my request:
Check number _____, dated _____,
In the sum of _____ Dollars (\$ _____),
Payable to _____.
4. That said check as been **LOST, STOLEN OR DESTROYED (circle reason)** resulting in lost possession of said check; AND that loss of possession was not the result of a transfer or lawful seizure; AND I cannot reasonably obtain possession of said check because it 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.
5. That I hereby understand until this claim becomes enforceable, it has no legal effect and the check may be paid. This claim becomes enforceable at the later of (1) the time the claim is asserted, or (2) the 90th day following the date of the check. I further understand that my claim may be unenforceable if this Affidavit fails to meet the requirements of Section 3-312 of the Uniform Commercial Code or if it fails to reach the Credit Union at a time and manner which affords the Credit Union reasonable time to act on it before the draft is paid.
6. That I agree to provide reasonable identification if so requested by the Credit Union.
7. That I do hereby request that Utica District Telephone EFCU stop payment on said draft and further agree to indemnify and hold Utica District Telephone EFCU harmless from and against any and all claims, demands, actions, causes of action, liabilities, and obligations, including defense costs and attorney fees, associated with a stop payment order being made on said check for my behalf.
8. That I authorize Utica District Telephone EFCU to charge my **ACCOUNT #** _____ for any applicable stop payment fees, as disclosed in the Credit Union's fee schedule.
9. That I hereby agree to fully cooperate with Utica District Telephone EFCU in defending any such claims brought against it by reason of any stop payment order issued relating to the above-referenced check and will provide any and all documentation and communications available with respect to the underlying transaction(s) related to said check.

10. That to further protect Utica District Telephone EFCU from issuing the stop payment order relating to said check, the Credit Union may continue to retain possession of the amount used to purchase said check and will not be required to re-credit my account for said funds until the claim becomes enforceable or until any claims brought relating to said check are resolved, whichever is later.
11. That I hereby understand that if Utica District Telephone EFCU pays this claim and the check is later presented for payment by a person having the rights of a holder in due course, I am obligated to either refund the payment to Utica District Telephone EFCU if the check is paid or pay the amount of the check to the person having rights of a holder in due course if the check is dishonored.

Dated this _____ day of _____, _____.

I affirm, under penalties of perjury, that the foregoing statements are true and correct.

Signature

STATE OF NEW YORK) SS.:
COUNTY OF _____)

On the ____ day of _____, _____, before me personally came _____, to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged that he/she executed the same.

Notary Public

My Commission Expires:

(Notary Stamp)

FOR CREDIT UNION USE ONLY	
Enforceable Date of Claim: _____	
*Claim becomes enforceable at the later of (1) the time the claim is asserted, or (2) the 90 th day following the date of the draft.	
Stop Payment Request Received By: _____	Date: _____
Alloya CFCU Verified Draft has not cleared (initial) _____	
Alloya CFCU Stop Payment Confirmation # _____	
Requested Method of Reimbursement:	
Credit Account _____	Suffix # _____, Amount: \$ _____
Issue Replacement Draft #: _____	Dated: _____, Amount: \$ _____
Payable To: _____	
Completed By: _____	Date: _____