

**HEALTHCARE EMPLOYEES FEDERAL CREDIT UNION**  
**29 EMMONS DRIVE, SUITE C40**  
**PRINCETON NJ 08540**

**DECLARATION OF LOSS FOR A LOST, DESTROYED, OR STOLEN CASHIER'S CHECK, TELLER'S CHECK, OR CERTIFIED CHECK PURSUANT TO N.J.S.A 12A: 3-312**

I, \_\_\_\_\_, the person whose name appears below, being of full age and sound mind hereby propose and swear as follows:

1. I swear that I am the lawful owner or payee of the following cashier's check:

Account Number: \_\_\_\_\_  
Check Number: \_\_\_\_\_  
Check Date: \_\_\_\_\_  
Check Amount: \_\_\_\_\_  
Check Payable to: \_\_\_\_\_

Check was:      ☐ Lost                      ☐ Stolen                      ☐ Destroyed  
Reissue Check: ☐ Yes                      ☐ No

2. I understand that I do not have the right to stop payment on this check.
3. I have either lost possession of this check or it has been stolen. I hereby request the Credit Union to stop payment on the above-indicated check (in the event the check is a certified check). If the check is a cashier's check or teller's check, I am the remitter or payee of the check. The loss of possession of the check was not a result of a transfer by myself or a lawful seizure of the check. I cannot reasonably obtain possession of the check because the check was destroyed, its whereabouts cannot be determined, or is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.
4. I have prepared this Declaration of Loss in furtherance of my request to the Credit Union to issue a replacement check and I acknowledge that the Credit Union is relying upon the accuracy of my statements as set forth in this Declaration of Loss.
5. I agree that if the Credit Union pays the amount of the check to me (or issues a replacement check to me) after ninety (90) days from the date of this check and the check is later presented for payment by a person having the rights of a holder in due course, then I am obligated to (a) refund the payment to the Credit Union if the check is paid by the Credit Union, or (b) pay the amount of the check to the person having the rights of a holder in due course if the check is dishonored by the Credit Union.
6. This claim for replacement of the above-indicated check becomes enforceable at the later of the date this fully completed, signed, and notarized Declaration of Loss is presented to the Credit Union or the ninetieth (90<sup>th</sup>) day following the date of the check in the case of a cashier's check or teller's check, or the ninetieth (90<sup>th</sup>) day following the date of acceptance in the case of a certified check.
7. If I later find or recover possession of this check, I will not negotiate or transfer it. Instead, I will deliver it to the Credit Union for cancellation.
8. I hereby agree to indemnify, defend, and hold the Credit Union harmless from any and all claims, demands, loss, liability, and expense (including reasonable attorney's fees) that the Credit Union may incur in acting in reliance on this Affidavit.
9. I certify that the foregoing statements are true under penalty of perjury.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date