



## Declaration of Loss – Official Check

A stop payment fee will be charged to the checking account

I (including any and all of the undersigned, jointly and severally) declare under penalty of perjury, under the laws of the State of Florida, that the following information is true and correct:

- 1 I am the ( remitter or  the payee) for an official check number \_\_\_\_\_ dated \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ payable to \_\_\_\_\_.
- 2 I have lost possession of the check on or about \_\_\_\_\_ (date). I did not willfully give the check to anyone. The check was not lawfully taken from me, for example, in a court ordered seizure.
- 3 The check was (check one):
  - Destroyed
  - Lost (the location of the check is unknown)
  - Stolen
- 4 I cannot reasonably obtain possession of the check because the check was destroyed, its location cannot be determined, or it was stolen, and it 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.
- 5 I request that you pay the amount of the check or refund my account the amount of the official check:
  - Issue an official check made payable to the undersigned.  
 Payee: \_\_\_\_\_ Reference: \_\_\_\_\_  
 Address: \_\_\_\_\_
  - Credit my account # \_\_\_\_\_
- 6 I acknowledge that under Florida law the check remains payable for 90 days from the date of issuance regardless of this claim, and should GTE in its sole discretion, pay the claim prior to 90 days from the date of the check, I shall be liable to GTE for any and all claims, demands, loss, liability and expenses (including reasonable attorney's fees) that GTE may incur in acting in reliance on this declaration and/or in paying the check to a holder in due course.
- 7 I likewise understand that if GTE Financial pays me after this claim becomes enforceable (90 days after the date of the check), GTE Financial will be relieved of liability on the check. Therefore, if a holder in due course presents the check for payment, I agree to do the following:
  - a If GTE Financial pays the check, I must refund to GTE Financial the amount of the check within 10 days from the date written demand from GTE Financial is sent to the last known address shown on GTE Financials' records.
  - b If GTE Financial does not pay the check, I must pay the amount of the check to the holder in due course.
- 8 If I do not refund to GTE Financial the amount of the check upon request, I understand that GTE may enforce its rights in a court of law.
- 9 I agree to defend, indemnify, and hold GTE Financial harmless from any expenses, loss or damage incurred as a result of GTE Financial 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 assertion of any interest in the above-described check. I also agree to indemnify and hold GTE Financial harmless for any and all loss or damage, including expenses and costs, and including reasonable attorneys' fees, on account of GTE Financials' refusal for payment of such item to any other claimant thereon.
- 10 I understand that GTE Financial will rely upon the statements contained in this Declaration of Loss.

Member name: \_\_\_\_\_ Date: \_\_\_\_\_

Member Signature: \_\_\_\_\_ Account #: \_\_\_\_\_