

# **Durable Power of Attorney**

Carefully read any Power of Attorney (*POA*) before you sign the document. You should consult your own attorney regarding its purpose or legal rights that are affected by the grant of such power to another person. Your particular circumstances may indicate the need for granting either broader or more restrictive rights than are provided for in this document. If you do not understand any provisions or language in this form or have any questions, you should consult your own attorney. BY SIGNING THIS FORM, YOU ARE ACKNOWLEDGING THAT YOU UNDERSTAND THE CONTENT AND INFORMATION PROVIDED.

### **Notice and Information**

This document is being provided for your convenience to use only with your Navy Federal Credit Union (NFCU) accounts. Nothing in this document should be construed as providing you with any legal advice. By this NFCU POA, you are giving another person you designate (your Attorney-in-Fact (AIF) or agent) broad powers to handle your finances and personal property with NFCU, which may include powers to encumber, sell, or otherwise dispose of any property held at NFCU without any advance notice to you or approval by you. THE ACTIONS GRANTED UNDER THIS POA ARE EFFECTIVE IMMEDIATELY, ARE DURABLE, AND WILL REMAIN IN EFFECT EVEN IF YOU BECOME DISABLED OR INCAPACITATED. It is important that you designate someone as your AIF that you trust with your assets and financial information.

If you wish to revoke or stop your AIF from acting, you must revoke this POA and, if desired, complete a new POA. You have the right to revoke this POA form at any time by destroying it and by signing a written and dated statement expressing your intent to revoke this document. YOU MUST INFORM NAVY FEDERAL OF THE REVOCATION AS NAVY FEDERAL CAN PERMIT TRANSACTIONS TO OCCUR PURSUANT TO THIS POA UNTIL NAVY FEDERAL IS NOTIFIED OF THE REVOCATION. A verbal notice of revocation is permitted, but you must confirm the revocation with a written notice to NFCU. You should also notify your AIF and anyone you provided a copy of the POA to, that it has been revoked. YOU CAN ONLY HAVE ONE NAVY FEDERAL POA IN EFFECT AT ANY GIVEN TIME. If you execute and submit a subsequent NFCU POA, then you agree that by doing so, you have revoked any prior NFCU POA so that only the latest one is in effect. Please note that if you subsequently execute a non-NFCU POA that revokes all previous or prior POAs and that non-NFCU POA is submitted to NFCU, then that language will also revoke this NFCU POA.

This document does not authorize anyone to make medical or other health care decisions for you. If you have other assets or specialized business matters outside of NFCU, this document does not address any of those assets or matters. You will need to seek advice from your own attorney in order to address those assets or matters. This POA shall be governed by the laws of the state in which it was executed without giving effect to the principles of conflicts of law thereof.

NOTE: Please confirm the form used meets proper execution/signature requirements, as additional execution requirements exist for certain, but not all, states. Use of the wrong form may cause your submission to be declined for validity. For example, if you opt to execute (sign) a Navy Federal POA form and you are in the state of Maine, the NFCU 94ME is the correct form to use.

# Military Power of Attorney (if applicable)

PREAMBLE: This is a MILITARY POWER OF ATTORNEY prepared pursuant to Title 10, United States Code, §1044b, and executed by a person authorized to receive legal assistance from the military services. Federal law exempts this power of attorney from any requirement of form, substance, formality, or recording that is prescribed for powers of attorney by the laws of a state, the District of Columbia, or a territory, commonwealth, or possession of the United States. Federal law specifies that this power of attorney shall be given the same legal effect as a power of attorney prepared and executed in accordance with the laws of the jurisdiction where it is presented.

### Form Instructions

If you decide to use the NFCU Durable POA, please read and follow the instructions below:

- Complete this form in its entirety. This includes filling out your information and the information for your AIF, Co-AIF, and/ or Successor AIF, if applicable. This information is required for us to correctly identify you and your AIF(s). Any reference to the AIF will include the Co-AIF and/or Successor AIF if you appoint one.
- 2. All applicable information fields in Sections A through G of this form must be filled out. If not applicable, please mark the field as "N/A."
- 3. If you make no selection in Section E, then this document will remain in effect until it is revoked by you; it is superseded by a subsequent Navy Federal POA or Non-Navy Federal POA; it is superseded by a court order or the appointment of a Guardian/Custodian/Conservator; or your death.
- 4. To grant and/or deny actions your AIF may take, a "Yes" or "No" selection is required in the respective "Yes" or "No" check boxes in Sections H through K for each group of actions or each specific action. If a "Yes" or "No" check box is not selected, then it will be deemed that the specific action will have not been given by you.
- 5. Remember that this POA is only valid for actions related to financial business with Navy Federal. You may limit the AIF's authority to perform granted actions to certain accounts in Section G, if needed.
- 6. Your signature must be acknowledged before either a notary public or a person authorized under 10 USC § 1044a to perform a notarial act for members of the armed forces.
- 7. You will also need two (2) unrelated and disinterested individuals who must be at least 18 years old to witness your signature on this POA.
- 8. You have the option of appointing a Successor AIF in case your first designation dies, becomes incapacitated or incompetent, or is unwilling to serve. If you appoint a Co-AIF, then your Successor AIF designation will not become effective unless and until both the AIF and Co-AIF die, become incapacitated or incompetent, or are unwilling to serve. Your Successor AIF will be able to perform the same actions granted as your original AIF. Acceptable written notification will be required to document that the Successor AIF will be taking over in place of your original AIF, and Co-AIF if applicable. Acceptable documentation includes a death certificate or court order for your original AIF, a physician's statement that your original AIF is unable to manage his/her financial affairs, or a written, notarized resignation statement from your original AIF.

# **Submitting This POA to NFCU**

This POA can be sent to NFCU by fax, email, or mail, be submitted online, or be presented at a branch. Please note that before your AIF can take any action on your behalf using this POA, your AIF, Co-AIF, and Successor AIF, if applicable, will be required to provide a copy of their valid, government-issued photo ID or NFCU Access Number.

Fax: 703-206-1373

Email: Fax\_POA\_Support@navyfederal.org

Mail: Navy Federal Credit Union, Attn: RS Power of Attorney

PO Box 36460, Pensacola, FL 32526-6460

Online: Sign in to Online Banking ► Select the envelope icon in top right corner ► Select "Send us a message" tab ► Under "My Message is About", select "General" ► Under "Regarding", select "Power of Attorney" ► Attach POA Cover Sheet, POA documents, and copy of a valid government-issued photo ID for the AIF, and Co-AIF, if applicable ► Click "Continue", and follow prompts you see on your screen.

### MAINE NOTICE

Notice to the Principal: As the "Principal", you are using this power of attorney to grant power to another person (called the Agent) to make decisions about your property and to use your property on your behalf. Under this power of attorney, you give your Agent broad and sweeping powers to sell or otherwise dispose of your property without notice to you. Under this document, your Agent will continue to have these powers after you become incapacitated. The powers that you give your Agent are explained more fully in the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-A, Article 5, Part 9. You have the right to revoke this power of attorney at any time as long as you are not incapacitated. If there is anything about this power of attorney that you do not understand, you should ask a lawyer to explain it to you.

Notice to the Agent: As the "Agent", you are given power under this power of attorney to make decisions about the property belonging to the Principal and to dispose of the Principal's property on the Principal's behalf in accordance with the terms of this power of attorney. This power of attorney is valid only if the Principal is of sound mind when the Principal signs it. When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the Principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. The duties are more fully explained in the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-A, Article 5, Part 9 and Title 18-B, sections 802 to 807, and Title 18-B, chapter 9. As the Agent, you are generally not entitled to use the Principal's property for your own benefit or to make gifts to yourself or others unless the power of attorney gives you such authority. If you violate your duty under this power of attorney, you may be liable for damages and may be subject to criminal prosecution. You must stop acting on behalf of the Principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events of termination are more fully explained in the Maine Uniform Power of Attorney Act and include, but are not limited to, revocation of your authority or of the power of attorney by the Principal, the death of the Principal, or the commencement of divorce proceedings between you and the Principal. If there is anything about this power of attorney or your duties under it that you do not understand, you should ask a lawyer to explain it to you.

A. Principal/Member Info	ormation (you)				
Name: First	MI		Last		Suffix
Please provide one or all of	f the following:				
Access No.	Account	No.		Social Security No. (	SSN) or ITIN
B. Your Attorney-in-Fact	t Information				
Access No. (if applicable)	Name: First		MI	Last	Suffix
Current Home Address (cannot be a post office box)	Street		City	State	ZIP Code
Mailing Address (if different from above address)	Street		City	State	ZIP Code
Email Address		Cell Phone N	o.* Hon	ne Phone No.	Work Phone No.
If your Attorney-in-Fact is a	a non-member, you mus	t provide the foll	owing information	n.	
Date of Birth (MM/DD/YYYY): Social Securit		(SSN) or ITIN			
ID Type: A clear and legible	copy of your AIF's non-e	xpired state or g	overnment-issued	d ID is required.	
☐ State ID ☐ Passpor	t	ID No.	Stat	te Ex	xpiration Date (MM/DD/YYYY)
☐ Government ID ☐ Other ID	Type:				



<sup>\*</sup>If you provide a cell phone number, Navy Federal has your permission to place automated non-marketing calls and text messages to that number. Message and data rates may apply.

C. Your Co-Attorney-in	-Fact Informatio	n (if applicable)			
Access No. (if applicable)	Name: First		MI	Last	Suffix
Current Home Address (cannot be a post office box)	Street		City	State	ZIP Code
Mailing Address (if different from above address)	Street		City	State	ZIP Code
Email Address		Cell Phon	e No.*	Home Phone No.	Work Phone No.
If your Attorney-in-Fact is	a non-member, ye	ou must provide the	following in	formation.	
Date of Birth (MM/DD/YYYY):	Social Secu	ity No. (SSN) or ITIN			
ID Type: A clear and legible	e copy of your AIF's	s non-expired state o	r governme	nt-issued ID is required.	
☐ State ID ☐ Passpo		ID No.		State	Expiration Date (MM/DD/YYYY)
☐ Government ID ☐ Other I	D Type:				
D. Your Successor Atto		· 		calls and text messages to that he	mber. Message and data rates may apply
Access No. (if applicable)	Name: First	in approach	MI	Last	Suffix
7.00005 140. (ii uppiioabio)	Traine. The		1411	Last	Guilla
Current Home Address (cannot be a post office box)	Street		City	State	ZIP Code
Mailing Address (if different from above address)	Street		City	State	ZIP Code
Email Address		Cell Phon	e No.*	Home Phone No.	Work Phone No.
If your Attorney-in-Fact is	a non-member, ye	ou must provide the	following in	formation.	,
Date of Birth (MM/DD/YYYY):		ity No. (SSN) or ITIN			
ID Type: A clear and legible	e copy of your AIF's	non-expired state o	r governme	nt-issued ID is required.	
State ID Passpo	ort	ID No.		State	Expiration Date (MM/DD/YYYY)

☐ Government ID ☐ Other ID Type: \_

<sup>\*</sup>If you provide a cell phone number, Navy Federal has your permission to place automated non-marketing calls and text messages to that number. Message and data rates may apply.

E. Expiration Date &	POA Type							
Only choose one of the following numbered options for when this POA will expire. If you do not select an option, this POA will remain in effect until you revoke it or your death.								
Option One:   This F	Option One:   This POA expires on/ (provide specific date).							
*If you	select Option One, I	out do not provide	a specific date	e, the POA will exp	oire 12 months from the d	late you exec	ute/sign it.	
Option Two:   This F	OA does not have	an expiration da	te.					
THIS IS A DURABLE POA. YOUR AIF'S AUTHORITY TO ACT WILL CONTINUE EVEN IF YOU BECOME INCAPACITATED, DISABLED, OR INCOMPETENT.								
F. Authorization								
I,	ne of Principal (your name	0)	, hereby	appoint	Name of Attor	nov in Fact ///	<del></del>	
and			00 m	, Attornov, in Eq				
andName of Co-A	ttorney-in-Fact (if applica	able), or N/A	as my	/ Attorney-in-ra	ct <i>(AIF)</i> , to act in my na	me and on i	ny benan with NFCO	
for all actions as authori	zed in Sections H	through K of this	document o	n accounts ider	itified in Section G whe	ere I have ar	ownership interest.	
This POA will be govern				_	-			
I have appointed an AIF								
to my Co-AIF. I intend fo		-						
by law, and as specifical	ly designated belo	w. Should my All	F no longer c	hoose to or is n	o longer capable of act	ing on my b	ehalf, then I appoint	
Name of Successor	or Attorney-in-Fact (if ap	olicable), or N/A	as my \$	Successor AIF, w	ho may perform the sam	ne authorize	d actions as specified	
in this document. If a Co		**	sor AIF only b	ecomes effectiv	e if both the AIF and Co	o-AIF can no	o longer act because	
they die, become incapa	acitated or incomp	etent, or are unw	villing to serv	e. By signing th	is document, I acknow	ledge that I	have read this POA	
in its entirety and unders	stand the authority	that I am granti	ng my AIF, ai	nd Co-AIF and	Successor AIF, if any, t	o act on my	behalf through this	
document until such date	e that the documer	t expires, is revol	ked, or is tern	ninated, or I die,	whichever shall first oc	cur. I agree	to hold NFCU and its	
employees, agents, direc	tors, management	, and successors	harmless fro	m any and all lia	bility, losses, claims, fe	es, costs, a	ttorney fees, or other	
penalties that may arise	from any actions c	ompleted by my	AIF, Co-AIF, c	r Successor Alf	, as specified in this do	cument.		
G. Navy Federal Acc	ount Informati	on						
Only choose one of the	following number	ered options for	which acco	unts the AIF m	nay perform authorize	ed actions.		
Option One:  All m								
Note: There is no need to select the remaining options in Section G if you select Option One.								
Option Two:   The following types of NFCU accounts where I have an ownership interest (select all applicable boxes):								
	Checking	☐ Savings		Certificate	☐ Money Mark	cet	☐ IRA/Retirement	
<u> </u>	Mortgage	☐ Home Equit	:y [	Loan	☐ Credit Card			
Option Three:  Only the account numbers specified below:								
Accou	ınt Number	· · · · · · · · · · · · · · · · · · ·	Account Nu	mber	Account	Number		
Accou	ınt Number		Account Nu	mber	Account	Number		
Accou	ınt Number		Account Nur	mber	Account	Number		

H. General Account Services					
Please select either "Yes" or "No", where "Yes" authorizes your AIF to perform that action.					
• Any action where you did not select "Yes," including actions where you make no selection, will be an action your AIF may not perform.					
	□ Na	Make each withdrawele			
☐ Yes	□ No	Make cash withdrawals.			
☐ Yes	□No	Write, draft, order, or stop payment on checks (excludes lending products, i.e., loan drafts, convenience checks).			
☐ Yes	□No	Sign, endorse, deposit, or cash checks payable to Principal (excludes lending products, i.e., loan drafts, convenience checks).			
☐ Yes	□No	Open New Checking account.			
☐ Yes	□No	Open New Savings account.			
☐ Yes	□No	Open New Money Market account.			
☐ Yes	□No	Open New Certificate account.			
☐ Yes	□No	Open New IRA/Retirement account.			
☐ Yes	□No	Close Checking account.			
☐ Yes	□No	Close Savings account.			
☐ Yes	□No	Close Money Market account.			
☐ Yes	□No	Close Certificate account.			
☐ Yes	□No	Close IRA/Retirement account.			
☐ Yes	□No	Request new or replacement debit card for new or existing accounts in Principal's name only.			
☐ Yes	□No	Request replacement credit card for existing accounts in Principal's name only.			
☐ Yes	□No	Modification of original depository account terms and types (excludes consumer loans and credit cards-see Section I).			
☐ Yes	□No	Transfer funds from Navy Federal accounts (this does not include online transfers-see Section K).			
☐ Yes	□No	Transfer funds to non-Navy Federal accounts (this does not include online transfers-see Section K).			
☐ Yes	□No	Access, update, or change general account information (such as phone or address).			
☐ Yes	□No	Receive copies of statements, notices, information, or similar documents related to savings or checking accounts.			
☐ Yes	□No	Transfer account funds to AIF or AIF's accounts.			
☐ Yes	□No	Submit claim or file fraud for unauthorized charges.			
☐ Yes	☐ No	Create or change survivorship rights or beneficiaries on Payable on Death (POD) accounts.			
☐ Yes	□No	Manage IRA/Retirement accounts (includes providing instructions for, establishing, and making changes to direct transfers, rollovers, withdrawals, contributions, and distributions).			
☐ Yes	□No	Create or change survivorship rights or beneficiaries on IRA/Retirement accounts.			
☐ Yes	□No	Enroll or un-enroll for OOPS (Optional Overdraft Protection Service for checking accounts).			

**Notice:** I understand any credit card, debt, or loan established in my name as Principal (as primary borrower or co-borrower) is an extension of credit to me, and I agree to all terms, conditions, and repayment obligations.

I. Lend	ding Serv	vices				
Please select either "Yes" or "No", where "Yes" authorizes your AIF to perform that action.						
_	<ul> <li>Any action where you did not select "Yes," including actions where you make no selection, will be an action your AIF may not perform.</li> <li>If you want to limit the amount your AIF may request, provide the specific amount. Otherwise, your AIF will be authorized to request any amount.</li> </ul>					
☐ Yes	□No	Apply for new credit card in the Principal's name, issue card in Principal's name only.				
☐ Yes	□No	Apply for new credit card in the Principal's name, add AIF as Authorized User, and issue cards in Principal's name and AIF's name.				
☐ Yes	□No	Add AIF as Authorized User on existing credit card account.				
☐ Yes	□No	Request a limit increase on existing credit card account.				
		Up to(provide specific dollar amount)				
☐ Yes	□No	Apply for a new collateral loan.				
		Up to(provide specific dollar amount)				
☐ Yes	□No	Apply for a signature/unsecured loan.				
		Up to (provide specific dollar amount)				
☐ Yes	□No	Apply for a loan secured by Savings/Certificate.				
		Up to (provide specific dollar amount)				
☐ Yes	□No	Add Principal's name as co-applicant for collateral loan.				
		Up to(provide specific dollar amount)				
☐ Yes	□No	Add Principal's name as co-applicant for signature/unsecured loan.				
		Up to(provide specific dollar amount)				
☐ Yes	□No	Apply for a new Checking Line of Credit (CLOC) or request an increase on existing CLOC.				
		Up to(provide specific dollar amount)				
☐ Yes	□No	Modification of original consumer loan (secured or unsecured) account terms and types.				
☐ Yes	□No	Modification of original credit card account terms and types.				
☐ Yes	□No	Authorization to modify payments, request extensions, or settle accounts.				
☐ Yes	□No	Apply, enroll, change, or cancel Guaranteed Asset Protection (GAP) or Payment Protection Plan (P3) coverage, as applicable for existing coverage for any loan product.				

J. Real Estate					
Please select either "Yes" or "No", where "Yes" authorizes your AIF to perform that action.					
<ul> <li>Any action where you did not select "Yes," including actions where you make no selection, will be an action your AIF may not perform.</li> <li>Real estate transactions require a separate POA. Please contact an attorney if you require a POA for real estate transactions.</li> </ul>					
Yes No To access general information about Principal's mortgage, including statements, tax documents, and any documents related to Principal's mortgage account.					
Yes No To perform modifications to Principal's existing Navy Federal mortgage accounts that do not require a settlement/closing transaction.					
K. Online Banking					
Please select either "Yes" or "No", where "Yes" authorizes your AIF to perform that action.					
Important: Selecting "Yes" for this action permits your AIF to use only features available on Navy Federal's website as a Trusted User. This includes viewing Online Banking information, setting up and canceling withdrawals, transfers, payments, and Bill Pay, and updating information, loans, statements, reports, notices, disclosures, documents, correspondence, or other documents related to all accounts. If you select this option and/or grant access to your AIF through Online Banking, then this election will supersede any limitations or unselected powers that may be granted to the AIF in Sections G, H, I, or J above.					
As the Principal, you must be enrolled in Navy Federal Online Banking prior to your Attorney-in-Fact(s) being provided Trusted User Access to your accounts. By initialing "Yes" in Section K, you grant permission for your Attorney-in-Fact(s) to sign the TRUSTED USER FOR NAVY FEDERAL ONLINE BANKING APPLICATION AND CONSENT (NFCU 652) in your stead.					
Note: A POA expiration date or revocation does not generate a message to Navy Federal systems to cancel the Trusted User Access. If at any time you wish to remove Trusted User Access for your AIF, you will need to contact Navy Federal to make that request.					

☐ Yes ☐ No To add the AIF as a Trusted User on Principal's Navy Federal Online Banking for access to Principal's accounts.

L. Principal Signature			
By signing below, I ratify and confirm any and pursuant to this NFCU Durable POA. I agree the revocation or termination; and I further agree the my insertion of a specific expiration date here "missing", "missing-in-action", or "prisoner of days after I have returned to United States missing-in-action".	hat any revocation or termination of that any subsequent NFCU POA subein, if on the specified expiration daf war", then this NFCU Durable POA	this POA is ineffective until NFCU recommented to NFCU will make this POA te herein I shall be, or have been, con shall automatically remain valid and	ceives proper notice of such ineffective. Notwithstanding tarried in a military status of
Signature of Principal (required)			Date (MM/DD/YYYY)
•			
M. Witnesses			
Due to various state laws, NFCU requires two a witness. Witnesses must be at least 18 year	witnesses to witness the Principal's rs old, disinterested to the POA, and	signature and to sign this POA. The unrelated to the Principal and AIF(s	AIF is not allowed to sign as ).
Signature of Witness (required)	Print Name (required	•	Date (MM/DD/YYYY)
•			
Signature of Witness (required)	Print Name (required	)	Date (MM/DD/YYYY)
•			
N. Civilian Notary Public (Option 1)			
State of:, 20befo	, County of:		On this day of
, 20befo	ore me,	, a Notary P	ublic for the aforementioned
state, personally appeared		, who proved to me through satis	factory, government-issued
identification, to be the person whose name	is signed on this NFCU Durable P	OA, and acknowledged to me that	this document was signed
voluntarily for its stated purposes.			
	T-1		,
Notary Public			
Notally I ability			
		(Notary Seal/St	tamp)
My commission expires on	1.	(Notally Coally Co	
	<del></del>		
O. Military Acknowledgment (Option 2) (in	f acknowledged before a person authorized to	perform notarial acts for members of the ar	med forces by 10 USC § 1044a)
With the United States Armed Forces at:			
			,
1,	,	the undersigned, do hereby certify	that on this day of
, 20 befor	e me, personally appeared	Principal	,
who signed and evecuted the foregoing NEC	II Durable BOA I de further certify th		authorized under 10 LISC &
who signed and executed the foregoing NFC 1044a to perform notarial acts for members of			
	,	•	
Organization		Duty Station	
Signature of Person Authorized to Perfor	m Notarial Act	Printed Name	
		, into italie	
Grade		Armed Force	

# Navy Federal Frequently Asked Questions About the Navy Federal Durable Power of Attorney Form

### What is a POA?

A Power of Attorney (POA) is a document signed by one person, known as the Principal, authorizing another person to act as an Attorney-in-Fact (AIF) on his or her behalf. Examples of Navy Federal Members who wish to use a POA may include those on Active Duty, preparing for deployment, or physically incapacitated, or any adult Member who wants to have someone with the ability to take actions for them. They may appoint a family member or trusted individual to care for their finances. If you have any further questions about this Navy Federal POA, you should contact an attorney.

# How long is this POA valid?

This POA will remain in effect until any one of the following situations occurs:

- The expiration date, if one is specified on the POA;
- The POA is properly revoked or terminated;
- The Principal is deceased; or
- The POA is terminated by court order, such as the appointment of a Guardian/Custodian/Conservator.

# How do I revoke this POA?

This document may be revoked by you at any time. However, the AIF's authority will only end once Navy Federal is properly notified of the revocation. To revoke this document, please fill out the POA Letter of Revocation available at any Navy Federal branch location or online at **navyfederal.org** and follow the instructions listed on the revocation form (NFCU Form 116). Once revoked or terminated, the same POA cannot be reinstated or used again; a new POA must be completed to authorize an AIF to take actions on your behalf.

# Can I use this POA with other financial institutions?

No, this document is only valid for business with Navy Federal.

# Can I use this POA for any type of transaction?

This POA can be used for most transactions with Navy Federal. This POA may not cover all situations—in some cases, a separate POA may be required for real estate transactions or items held in a trust. If you have further questions regarding this document, you should contact an attorney.

## Can I use this POA with NFCU subsidiaries?

No, this document cannot be used for Navy Federal Financial Group (NFFG), Navy Federal Brokerage Services (NFBS), or Navy Federal Asset Management (NFAM) business or services. A separate POA will need to be signed by you for your specific transactions with these entities.

#### Does this POA need to be notarized?

Yes, this POA must be notarized to be valid. Virginia law applies; however, due to various state laws, we require two (2) unrelated and disinterested individuals who must be at least 18 years old to witness your signature on this POA. As a courtesy to our Members, Navy Federal offers free notary services at many of our branches. This POA can also be signed with a Military Acknowledgment before those persons authorized pursuant to 10 USC § 1044a.

#### What is a Durable POA?

A Durable POA means that the document remains effective even if you become incapacitated, disabled, or incompetent. Your AIF may still conduct financial business with Navy Federal even after you are unable to do so. The Navy Federal POA form is a Durable POA.

## What is a Springing POA?

A Springing POA means that the document does not become effective until a specific condition occurs. The condition can be a variety of options, such as a specific date or that the POA is not effective until the Principal (you) becomes incapacitated, disabled, or incompetent. The Navy Federal POA form does not provide for it to be a Springing POA.

# **Navy Federal**

# Frequently Asked Questions About the Navy Federal Durable

# Power of Attorney Form (continued)

# Does my AIF have to be a Member of NFCU?

No. Your AIF generally can be anyone you choose, whether a Member or non-Member. However, you may not appoint yourself, third-party entities, or Navy Federal subsidiaries or affiliates.

## What is a Co-AIF? Do I have to have one?

A Co-AIF is a second person you can designate and authorize to act on your behalf along with your original AIF. If you appoint a Co-AIF, then either your AIF or Co-AIF can act alone without the other's agreement or consent. No, you do not have to appoint a Co-AIF as that is optional.

## What is a Successor AIF?

A Successor AIF is a secondary agent that can take the place of your original AIF. This happens if your original AIF no longer wishes to act as your agent, becomes incapacitated, disabled, or incompetent, or is deceased. Appointment of a Successor AIF is optional. If you appoint a Co-AIF, then your Successor AIF will only become effective if both the AIF and Co-AIF no longer wish to act or they are unable to act because they are incapacitated, disabled, incompetent, or deceased.

### Can I limit the use of this POA?

Yes, you can limit the actions your AIF may perform within this POA.

# Can I modify this POA?

No, you cannot make modifications to this POA after it is executed and notarized. To make changes, you must revoke this POA, provide notice to Navy Federal of the revocation, execute a new POA, have it notarized and witnessed, and submit it to Navy Federal.

# Do I give up my rights by signing this POA?

No, you can always contact Navy Federal, and we will contact you if needed or required by law or regulation.

# Can I use this POA for real estate transactions?

No, this POA cannot be accepted for certain real estate transactions, such as a mortgage application or settlement for purchase, refinance, or equity loans. However, it may be used to allow your AIF to obtain your mortgage information, to make payments, or for other requests for servicing of the loan. Because this document is only valid with Navy Federal, it is not valid with settlement agencies and/or other third parties involved in real estate transactions. You should contact an attorney if you need a POA specific to a real estate transaction.

# Does this POA grant online access through Navy Federal Online Banking?

If you are already enrolled in Online Banking and you select "Yes" in Section K Online Banking, then your AIF will be permitted to sign the TRUSTED USER FOR NAVY FEDERAL ONLINE BANKING APPLICATION AND CONSENT (NFCU 652) in your stead.

If you are not enrolled in Online Banking at the time your AIF submits the TRUSTED USER FOR NAVY FEDERAL ONLINE BANKING APPLICATION AND CONSENT form, the AIF's request will be denied, and they will not be able to establish Trusted User Access.

At the time a Trusted User is added, they will by default have no access to existing accounts held in your name. You will need to sign into Online or Mobile Banking to designate access after they have been added as a Trusted User. You can manage your Trusted User's access via Online Banking: Sign in>click your name in top right corner>Manage Trusted Users>Select Edit for each Trusted User, or via Mobile Banking: Sign in>More>Settings>Trusted Users. This will allow you to provide access to your Trusted User(s) to certain accounts and Services as you deem necessary. Trusted Users will not have access to any future accounts unless you add access in Manage Trusted Users. If you are unable to designate access yourself, your AIF will need to contact Navy Federal to adjust their Trusted User Access.

Note: A POA expiration date or revocation does not generate a message to Navy Federal systems to cancel the Trusted User Access. If at any time you wish to remove Trusted User Access for your AIF, you will need to contact Navy Federal to make that request.