

## 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 POWERS 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 or by signing a written and dated statement expressing your intent to revoke this document. You must inform NFCU of the revocation as NFCU can permit transactions to occur pursuant to this POA until NFCU 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 You should also notify your AIF and anyone you provided a copy of the POA that it has been revoked. You can only have one NFCU 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. The laws of the Commonwealth of Virginia shall apply to this POA without giving effect to the principles of conflict of laws as it relates to NFCU.

### **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.

# Navy Federal

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### Form Instructions

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

1. Complete this form in its entirety. This includes filling out your information and the information for your AIF, and Co-AIF and/or a Successor AIF, if applicable. This information is required in order for us to correctly identify your AIF(s) and you. Any reference to the AIF will include the Co-AIF if you appoint a Co-AIF.
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. In order to grant and/or deny powers, your initials are required in the respective "Yes" or "No" boxes in Sections H through K for each group of powers or each specific power. If a box is not initialed, then it will be deemed that the specific authority will have not been given by you.
4. There are certain notices that must be included in this document and signed by you and your AIF, if applicable, depending on the law in the state where you live, or the state where you sign/execute the POA.
5. Remember that this POA is only valid for powers related to financial business with NFCU. You may limit the AIF's powers 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. If you make no selections in Section E, then this document will remain in effect until it is revoked by you; it is superseded by a subsequent NFCU POA or Non-NFCU POA; it is superseded by a court order or the appointment of a Guardian/Custodian/Conservator; or your death.
9. 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 have the same powers and authority 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

You or the AIF can send this POA to NFCU through fax, email, or eMessage, or present it at a branch. Please note that before your AIF can take any action on your behalf using this POA, your AIF and Co-AIF, if applicable, will have to provide a copy of his/her valid, government-issued photo ID or NFCU Access Number. If additional information is needed, an NFCU representative will contact you or your AIF within two (2) business days of receipt of the POA.

Fax: 703-206-1373

Email: [FAX\\_POA\\_Support@navyfederal.org](mailto:FAX_POA_Support@navyfederal.org)

Mail: Navy Federal Credit Union, Attn: RS Power of Attorney  
P.O. Box 36460, Pensacola, FL 32526-6460

eMessage Instructions:

Log in to Navy Federal Online Banking, and then click "Messages" and "Send us a message." Please make sure to include both the POA and a copy of a valid, government-issued photo ID for the AIF and Co-AIF, if applicable.

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**NEW YORK NOTICE**

**CAUTION TO THE PRINCIPAL:** Your Power of Attorney is an important document. As the “principal,” you give the person whom you choose (your “agent”) authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. “Important Information for the Agent” at the end of this document describes your agent’s responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a “Health Care Proxy” to do this.

The New York law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library or online through the New York State Senate or Assembly websites, [www.senate.state.ny.us](http://www.senate.state.ny.us) or [www.assembly.state.ny.us](http://www.assembly.state.ny.us).

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

| <b>A. Principal/Member Information (You)</b> |           |                                   |        |
|--|-----------|-----------------------------------|--------|
| Name: First                                  | MI        | Last                              | Suffix |
| Navy Federal Access No.                      | <b>OR</b> | Social Security No. (SSN) or ITIN |        |

| <b>B. Your Attorney-in-Fact Information</b>                    |                         |                                   |              |
|--|-------------------------|-----------------------------------|--------------|
| Name: First  | MI                      | Last                              | Suffix       |
| Navy Federal Access No.  | <b>OR</b>               | Social Security No. (SSN) or ITIN |              |
| <b>Contact Information</b>                                     |                         |                                   |              |
| Current Home Address: Street<br>Cannot Be a<br>Post Office Box | City                    | State                             | Zip Code     |
| Mailing Address: Street<br>If Different From<br>Above Address  | City                    | State                             | Zip Code     |
| Driver’s License or Government-Issued                          | Issue Date (MM/DD/YYYY) | Exp. Date (MM/DD/YYYY)            |              |
| ID No. or State ID No.   | State                   | Home Phone                        | Mobile Phone |
| Email Address  |                         |                                   |              |



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| <b>C. Your Co-Attorney-in-Fact Information</b> <i>(if applicable)</i> |           |                                   |                        |
|---|-----------|-----------------------------------|------------------------|
| Name: First   |           | MI                                | Last Suffix            |
| Navy Federal Access No.   | <b>OR</b> | Social Security No. (SSN) or ITIN |                        |
| <b>Contact Information</b>  |           |                                   |                        |
| Current Home Address: Street<br>Cannot Be a Post Office Box           |           | City                              | State Zip Code         |
| Mailing Address: Street<br>If Different From Above Address            |           | City                              | State Zip Code         |
| Driver's License or Government-Issued                                 |           | Issue Date (MM/DD/YYYY)           | Exp. Date (MM/DD/YYYY) |
| ID No. or State ID No.  |           | State                             |                        |
| Email Address   |           | Home Phone                        | Mobile Phone           |

| <b>D. Your Successor Attorney-in-Fact Information</b> <i>(if applicable)</i> |           |                                   |                        |
|--|-----------|-----------------------------------|------------------------|
| Name: First  |           | MI                                | Last Suffix            |
| Navy Federal Access No.  | <b>OR</b> | Social Security No. (SSN) or ITIN |                        |
| <b>Contact Information</b>   |           |                                   |                        |
| Current Home Address: Street<br>Cannot Be a Post Office Box                  |           | City                              | State Zip Code         |
| Mailing Address: Street<br>If Different From Above Address                   |           | City                              | State Suffix           |
| Driver's License or Government-Issued  |           | Issue Date (MM/DD/YYYY)           | Exp. Date (MM/DD/YYYY) |
| ID No. or State ID No.   |           | State                             |                        |
| Email Address  |           | Home Phone                        | Mobile Phone           |

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**E. POA Type & Expiration Date** *(Please initial the line next to your choice in Section E.)*

This POA is Durable *(POA is still valid even if you become incapacitated, disabled, or incompetent).*

\_\_\_\_\_ This POA expires on \_\_\_\_\_ *(provide specific date).*  
(MM/DD/YYYY)

If no expiration date is indicated, this POA will expire 12 months from the date executed.

**OR**

\_\_\_\_\_ This POA does not have an expiration date.

**F. Authorization**

I, \_\_\_\_\_, hereby appoint \_\_\_\_\_ and \_\_\_\_\_  
Name of Principal (your name) Name of Attorney-in-Fact (AIF)  
 \_\_\_\_\_ as my Attorney-in-Fact (AIF), to act in my name and on my behalf with NFCU for all  
Name of Co-Attorney-in-Fact (if applicable), or N/A  
 actions as authorized in Sections H through K of this document on accounts identified in Section G where I have an ownership interest. This POA will be governed by the laws of the Commonwealth of Virginia. If I have appointed an AIF and Co-AIF to serve hereunder, then either one of them may act alone, and any reference to my AIF will also apply to my Co-AIF. I intend for my AIF to act for me and in my place with NFCU as necessary, pursuant to my AIF's fiduciary duty, as permitted by law, and as specifically designated below. Should my AIF no longer choose to or is no longer capable of acting on my behalf, then I appoint \_\_\_\_\_ as my Successor AIF, who may perform the same  
Name of Successor Attorney-in-Fact (if applicable), or N/A  
 authorized actions as specified in this document. If a Co-AIF is appointed, then the Successor AIF only becomes effective if both the AIF and Co-AIF can no longer act because they die, become incapacitated or incompetent, or are unwilling to serve. By signing this document, I acknowledge that I have read this POA in its entirety and understand the authority that I am granting my AIF, and Co-AIF and Successor AIF, if any, to act on my behalf through this document until such date that the document expires, is revoked, or is terminated, or I die, whichever shall first occur. I agree to hold NFCU and its employees, agents, directors, management, and successors harmless from any and all liability, losses, claims, fees, costs, attorney fees, or other penalties that may arise from any actions completed by my AIF, Co-AIF, or Successor AIF, as specified in this document.

**G. Navy Federal Account Information** *(Initial next to the accounts on which the AIF may perform authorized actions.)*

\_\_\_\_\_ 1) **All** my NFCU accounts where I have an ownership interest *(current and future accounts)*  
**Note:** There is no need to initial any other boxes if 1) is initialed.

\_\_\_\_\_ 2) The **following types** of NFCU accounts where I have an ownership interest *(initial all applicable account types)*

\_\_\_\_\_ Checking      \_\_\_\_\_ Savings      \_\_\_\_\_ Certificate      \_\_\_\_\_ Money Market  
 \_\_\_\_\_ Mortgage      \_\_\_\_\_ Home Equity      \_\_\_\_\_ Loan      \_\_\_\_\_ Credit Card      \_\_\_\_\_ IRA/Retirement

\_\_\_\_\_ 3) **Only** the account numbers specified below:

|                |                |                |                |
|----------------|----------------|----------------|----------------|
| Account Number | Account Number | Account Number | Account Number |
| Account Number | Account Number | Account Number | Account Number |
| Account Number | Account Number | Account Number | Account Number |

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|  |                  |  |                  |                |                   |                  |              |
|--|------------------|--|------------------|----------------|-------------------|------------------|--------------|
| <b>H. General Account Services</b> <i>(Please initial either the "Yes" or "No" box for each action, where "Yes" authorizes your AIF to perform that action.)</i> |                  |  |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | Selecting "Yes" authorizes your AIF to perform all actions listed in this section. <i>(There is no need to initial any other boxes below if "Yes" is initialed.) If you select "No", then please make your selections below.</i> |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | Make cash withdrawals.   |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | Write, draft, order, or stop payment on checks.  |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | Sign, endorse, deposit, or cash checks payable to Principal.   |                  |                |                   |                  |              |
| Initial next to the accounts that the AIF may <u>Open</u> <i>(excludes consumer loan and credit card accounts—see Section I).</i>                                |                  |  |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | <u>      </u> Yes  | <u>      </u> No | Savings        | <u>      </u> Yes | <u>      </u> No | Money Market |
|  |                  | Checking   |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | <u>      </u> Yes  | <u>      </u> No | IRA/Retirement |                   |                  |              |
|  |                  | Certificate  |                  |                |                   |                  |              |
| Initial next to the accounts that the AIF may <u>Close</u> <i>(excludes consumer loan and credit card accounts—see Section I).</i>                               |                  |  |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | <u>      </u> Yes  | <u>      </u> No | Savings        | <u>      </u> Yes | <u>      </u> No | Money Market |
|  |                  | Checking   |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | <u>      </u> Yes  | <u>      </u> No | IRA/Retirement |                   |                  |              |
|  |                  | Certificate  |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | Request new or replacement debit card for new or existing accounts in Principal's name only.   |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | Request replacement credit card for existing accounts in Principal's name only.  |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | Modification of original depository account terms and types <i>(excludes consumer loans and credit cards—see Section I).</i>   |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | Transfer funds from Navy Federal accounts <i>(this does not include online transfers—see Section K).</i>   |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | Transfer funds to non-Navy Federal accounts <i>(this does not include online transfers—see Section K).</i>   |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | Access, update, or change general account information <i>(such as phone or address).</i>   |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | Receive copies of statements, notices, information, or similar documents related to savings or checking accounts.  |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | Transfer account funds to AIF or AIF's accounts.   |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | Submit claim or file fraud for unauthorized charges.   |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | Create or change survivorship rights or beneficiaries on Payable on Death (POD) accounts.  |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | Manage IRA/Retirement accounts <i>(includes providing instructions for, establishing, and making changes to direct transfers, roll-overs, withdrawals, contributions, and distributions).</i>                                    |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | Create or change survivorship rights or beneficiaries on IRA/Retirement accounts.  |                  |                |                   |                  |              |
| <u>      </u> Yes  | <u>      </u> No | Enroll or un-enroll for OOPs <i>(Optional Overdraft Protection Service for checking accounts).</i>   |                  |                |                   |                  |              |

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**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.

| <b>I. Lending Services</b> (Please initial either the "Yes" or "No" box for each action, where "Yes" authorizes your AIF to perform that action.) |             |   |
|---|-------------|---|
| Yes<br>_____  | No<br>_____ | Selecting "Yes" authorizes your AIF to perform all actions listed in this section. (There is no need to initial any other boxes below if "Yes" is initialed.) If you select "No", then please make your selections below. |
| Yes<br>_____  | No<br>_____ | Apply for a new:<br>_____ credit card in Principal's name, issue card in Principal's name only.   |
| Yes<br>_____  | No<br>_____ | _____ credit card in Principal's name, add AIF as Authorized User, and issue cards in Principal's name and AIF's name.  |
| Yes<br>_____  | No<br>_____ | Add AIF as authorized user on existing credit card account.   |
| Yes<br>_____  | No<br>_____ | Request a limit increase on existing credit card account.   |
| Yes<br>_____  | No<br>_____ | Apply for a new:<br>_____ collateral loan<br>_____ signature/unsecured loan<br>_____ loan secured by Savings/Certificate  |
| Yes<br>_____  | No<br>_____ | Add Principal's name as co-applicant for:<br>_____ collateral loan<br>_____ signature/unsecured loan  |
| Yes<br>_____  | No<br>_____ | Apply for a new Checking Line of Credit (CLOC) or request an increase on existing CLOC.   |
| Yes<br>_____  | No<br>_____ | Modification of original consumer loan (secured or unsecured) account terms and types.  |
| Yes<br>_____  | No<br>_____ | Modification of original credit card account terms and types.   |
| Yes<br>_____  | No<br>_____ | Authorization to modify payments, request extensions, or settle accounts.   |
| Yes<br>_____  | No<br>_____ | Apply, enroll, change, or cancel Guaranteed Asset Protection (GAP) or Payment Protection Plan (P3) coverage, as applicable for existing coverage for any loan product.  |

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|  |             |   |
|--|-------------|---|
| <b>J. Real Estate</b> (Please initial either "Yes" or "No" box for each action, where "Yes" authorizes your AIF to perform that action.) |             |   |
| A separate POA is required for real estate transactions. Please contact an attorney if you require a POA for real estate transactions.   |             |   |
| Yes<br>_____   | No<br>_____ | To access general information about Principal's mortgage, including statements, tax documents, and any documents related to Principal's mortgage account. |
| Yes<br>_____   | No<br>_____ | To perform modifications to Principal's existing Navy Federal mortgage accounts that do not require a settlement/closing transaction.                     |

|   |             |   |
|---|-------------|---|
| <b>K. Online Banking</b> (Please initial either the "Yes" or "No" box, where "Yes" authorizes your AIF to perform that action.) |             |   |
| Yes<br>_____  | No<br>_____ | To add the AIF as an authorized user on Principal's Navy Federal Online Banking for access to Principal's accounts. <b>Important:</b> Selecting "Yes" for this action permits your AIF to use only features available on NFCU's website as an Authorized 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. <b><i>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.</i></b> |



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**L. Principal Signature** *(Please note that before your AIF can take any action on your behalf using this POA, your AIF will have to provide a copy of his/her valid, government-issued photo ID or Navy Federal Access Number.)*

By signing below, I ratify and confirm any and all instructions, transactions, dealings, or other lawful acts done or caused to be done by my AIF pursuant to this NFCU Durable POA. I agree that any revocation or termination of this POA is ineffective until NFCU receives proper notice of such revocation or termination; and I further agree that any subsequent POA submitted to NFCU will make this POA ineffective. Notwithstanding my insertion of a specific expiration date herein, if on the specified expiration date herein I shall be, or have been, carried in a military status of "missing", "missing-in-action", or "prisoner of war", then this NFCU Durable POA shall automatically remain valid and in full effect until sixty (60) days after I have returned to United States military control following termination of such status.

|   |                          |
|---|--------------------------|
| Signature of Principal <i>(Required)</i><br>▶ | Date <i>(MM/DD/YYYY)</i> |
|---|--------------------------|

**M. Witnesses**

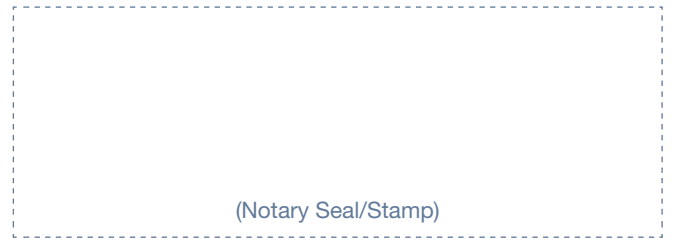
Due to various state laws, NFCU requires two witnesses to witness the Principal's signature and to sign this POA. The AIF is not allowed to sign as a witness. Witnesses must be at least 18 years old, disinterested to the POA, and unrelated to the Principal and AIF(s).

|                           |            |                          |
|---------------------------|------------|--------------------------|
| Signature of Witness<br>▶ | Print Name | Date <i>(MM/DD/YYYY)</i> |
| Signature of Witness<br>▶ | Print Name | Date <i>(MM/DD/YYYY)</i> |

**N. Civilian Notary Public** *(Option 1)*

State of: \_\_\_\_\_, County of: \_\_\_\_\_. On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_, a Notary Public for the aforementioned state, personally appeared \_\_\_\_\_, who proved to me through satisfactory, government-issued identification, to be the person whose name is signed on this NFCU Durable POA, and acknowledged to me that this document was signed voluntarily for its stated purposes.

\_\_\_\_\_  
Notary Public  
My commission expires on \_\_\_\_\_.



**O. Military Acknowledgment** *(Option 2) (if acknowledged before a person authorized to perform notarial acts for members of the armed forces by 10 USC § 1044a)*

With the United States Armed Forces at: \_\_\_\_\_,  
I, \_\_\_\_\_, the undersigned, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, personally appeared \_\_\_\_\_,  
Principal  
who signed and executed the foregoing NFCU Durable POA. I do further certify that I am at the date of this certificate authorized under 10 USC § 1044a to perform notarial acts for members of the armed forces, and that by statute no seal is required on this certificate.

|  |              |
|--|--------------|
| Organization   | Duty Station |
| Signature of Person Authorized to Perform Notarial Act | Printed Name |
| Grade  | Armed Force  |

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**IMPORTANT INFORMATION FOR THE AGENT:**

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 on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- (4) keep a record of all receipts, payments, and transactions conducted for the principal; and
- (5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners: (Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the principal has specifically granted you that authority in this document, which is either a Statutory Gifts Rider attached to a Statutory Short Form Power of Attorney or a Non-Statutory Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent: The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

It is not required that the principal and the agent(s) sign at the same time, nor that multiple agents sign at the same time.

I, \_\_\_\_\_, have read the foregoing Power of Attorney. I am the person identified therein as agent for the principal named therein.

I acknowledge my/our legal responsibilities.

Agent(s) sign(s) here: \_\_\_\_\_ Date: \_\_\_\_\_

**If a Co-AIF is appointed:**

It is not required that the principal and the agent(s) sign at the same time, nor that multiple agents sign at the same time.

I, \_\_\_\_\_, have read the foregoing Power of Attorney. I am the person identified therein as agent for the principal named therein.

I acknowledge my/our legal responsibilities.

Agent(s) sign(s) here: \_\_\_\_\_ Date: \_\_\_\_\_

**If a Successor AIF is appointed:**

It is not required that the principal and the agent(s) sign at the same time, nor that multiple agents sign at the same time.

I, \_\_\_\_\_, have read the foregoing Power of Attorney. I am the person identified therein as agent for the principal named therein.

I acknowledge my/our legal responsibilities.

Agent(s) sign(s) here: \_\_\_\_\_ Date: \_\_\_\_\_

## 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 NFCU 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 NFCU 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 this POA
- This POA is properly revoked or terminated
- This Principal is deceased
- This 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 NFCU is properly notified of the revocation. To revoke this document, please fill out the POA Letter of Revocation available at any NFCU branch location or online at [navyfederal.org](http://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 NFCU.

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

This POA can be used for most transactions with NFCU. 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, NFCU 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 in the event that you become incapacitated, disabled, or incompetent. Your AIF may still conduct financial business with NFCU even after you are unable to do so. The NFCU POA form is a Durable POA.

## Navy Federal

# Frequently Asked Questions About the Navy Federal Durable Power of Attorney Form *(continued)*

### **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 NFCU POA form does not provide for it to be a springing POA.

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

No. Your AIF can be anyone you choose, a Member or non-Member.

### **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 powers you grant to your AIF within this POA.

### **Can I modify this POA?**

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

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

No, you can always contact NFCU 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 NFCU, it is not valid with settlement agencies and/or other third parties generally 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 specifically select the section to allow online access to your AIF, then your AIF will be permitted electronic access as an Authorized User to all your current and future NFCU accounts, as well as to carry out many types of transactions permitted to an Authorized User through Online Banking, including online Bill Pay (note that some features will be restricted, such as applying for a credit card). You may limit your AIF's access to certain services online by using the "Manage Privileges" feature in the "Authorized Users" section under "Settings" in Online Banking. If you do not limit the access, then your AIF will have access to all your accounts and most features/services as an Authorized User.