



## 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 You should also notify your AIF and anyone you provided a copy of the POA to, that it has been revoked.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 California, the NFCU 94CA 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.

# Navy Federal Durable Power of Attorney

## 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, 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. The **Notice to Person Accepting the Appointment as Attorney-in-Fact** found on page 10 of this POA must be signed by the AIF, Co-AIF, and/or Successor AIF, if applicable.
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 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](mailto:Fax_POA_Support@navyfederal.org)

**Mail:** Navy Federal Credit Union, **Attn:** Power of Attorney  
5550 Heritage Oaks Drive, Pensacola, FL 32526-7859

**Online:** Sign in to Online Banking ► Select the envelope icon in the top right corner ► Select "CREATE NEW MESSAGE" ► Under "I have a question about," select "General" ► Under "Reason," select "Power of Attorney" ► Under "Message," enter your request ► Click "Choose file to upload," attach POA Cover Sheet, POA documents, a copy of a valid government-issued photo ID for the AIF and Co-AIF, if applicable, then click "Send".

# Navy Federal Durable Power of Attorney

## CALIFORNIA NOTICE

### Notice to Person Executing Durable Power of Attorney

A durable power of attorney is an important legal document. By signing the durable power of attorney, you are authorizing another person to act for you, the principal. Before you sign this durable power of attorney, you should know these important facts:

Your agent (*attorney-in-fact*) has no duty to act unless you and your agent agree otherwise in writing.

This document gives your agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your agent borrows money on your behalf. This document does not give your agent the power to accept or receive any of your property, in trust or otherwise, as a gift, unless you specifically authorize the agent to accept or receive a gift.

Your agent will have the right to receive reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this power of attorney.

The powers you give your agent will continue to exist for your entire lifetime, unless you state that the durable power of attorney will last for a shorter period of time or unless you otherwise terminate the durable power of attorney. The powers you give your agent in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property.

You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.

This durable power of attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If it is signed by two witnesses, they must witness either (1) the signing of the power of attorney or (2) the principal's signing or acknowledgment of his or her signature. A durable power of attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this durable power of attorney carefully. When effective, this durable power of attorney will give your agent the right to deal with property that you now have or might acquire in the future. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

A. Principal/Member Information ( <i>you</i> )				
Name: First	MI	Last	Suffix	
Please provide one or all of the following:				
Access No.	Account No.		Social Security No. (SSN) or ITIN	

B. Your Attorney-in-Fact 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 No.*	Home Phone No.	Work Phone No.	

### If your Attorney-in-Fact is a non-member, you must provide the following information.

Date of Birth (MM/DD/YYYY):	Social Security No. (SSN) or ITIN			
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### ID Type: A clear and legible copy of your AIF's non-expired state or government-issued ID is required.

<input type="checkbox"/> State ID <input type="checkbox"/> Passport	ID No.	State	Expiration Date (MM/DD/YYYY)
<input type="checkbox"/> Government ID <input type="checkbox"/> Other ID Type: _____			

\*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.



# Navy Federal Durable Power of Attorney

## C. Your Co-Attorney-in-Fact Information (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 Phone No.*	Home Phone No.	Work Phone No.	
<b>If your Attorney-in-Fact is a non-member, you must provide the following information.</b>				
Date of Birth (MM/DD/YYYY):	Social Security No. (SSN) or ITIN			
<b>ID Type: A clear and legible copy of your AIF's non-expired state or government-issued ID is required.</b>				
<input type="checkbox"/> State ID <input type="checkbox"/> Passport	ID No.	State	Expiration Date (MM/DD/YYYY)	
<input type="checkbox"/> Government ID <input type="checkbox"/> Other ID Type: _____				

\*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.

## D. Your Successor Attorney-in-Fact Information (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 Phone No.*	Home Phone No.	Work Phone No.	
<b>If your Attorney-in-Fact is a non-member, you must provide the following information.</b>				
Date of Birth (MM/DD/YYYY):	Social Security No. (SSN) or ITIN			
<b>ID Type: A clear and legible copy of your AIF's non-expired state or government-issued ID is required.</b>				
<input type="checkbox"/> State ID <input type="checkbox"/> Passport	ID No.	State	Expiration Date (MM/DD/YYYY)	
<input type="checkbox"/> Government ID <input type="checkbox"/> Other ID Type: _____				

\*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.

# Navy Federal Durable Power of Attorney

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

\*If you select Option One, but do not provide a specific date, the POA will expire 12 months from the date you execute/sign it.

**Option Two:**  This POA does not have an expiration date.

**THIS IS A DURABLE POA. YOUR AIF'S AUTHORITY TO ACT WILL CONTINUE EVEN IF YOU BECOME INCAPACITATED, DISABLED, OR INCOMPETENT.**

## F. Authorization

I, \_\_\_\_\_, hereby appoint \_\_\_\_\_  
Name of Principal (your name) Name of Attorney-in-Fact (AIF)

and \_\_\_\_\_ as my Attorney-in-Fact (AIF), to act in my name and on my behalf with NFCU  
Name of Co-Attorney-in-Fact (if applicable), or N/A

for all 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 state in which it is executed without giving effect to the principles of conflicts of law thereof. 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 authorized actions as specified  
Name of Successor Attorney-in-Fact (if applicable), or N/A

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

**Only choose one of the following numbered options for which accounts the AIF may perform authorized actions.**

**Option One:**  All my NFCU accounts where I have an ownership interest (*current and future accounts*)

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*):

- |                                   |                                      |                                      |                                       |   |
|-----------------------------------|--------------------------------------|--------------------------------------|---------------------------------------|---|
| <input type="checkbox"/> Checking | <input type="checkbox"/> Savings     | <input type="checkbox"/> Certificate | <input type="checkbox"/> Money Market | <input type="checkbox"/> IRA/Retirement |
| <input type="checkbox"/> Mortgage | <input type="checkbox"/> Home Equity | <input type="checkbox"/> Loan        | <input type="checkbox"/> Credit Card  |   |

**Option Three:**  Only the account numbers specified below:

Account Number \_\_\_\_\_ Account Number \_\_\_\_\_ Account Number \_\_\_\_\_

Account Number \_\_\_\_\_ Account Number \_\_\_\_\_ Account Number \_\_\_\_\_

Account Number \_\_\_\_\_ Account Number \_\_\_\_\_ Account Number \_\_\_\_\_

# Navy Federal Durable Power of Attorney

## 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.

<input type="checkbox"/> Yes	<input type="checkbox"/> No	Make cash withdrawals.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Write, draft, order, or stop payment on checks ( <i>excludes lending products, i.e., loan drafts, convenience checks</i> ).
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Sign, endorse, deposit, or cash checks payable to Principal ( <i>excludes lending products, i.e., loan drafts, convenience checks</i> ).
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Open New Checking account.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Open New Savings account.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Open New Money Market account.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Open New Certificate account.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Open New IRA/Retirement account.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Close Checking account.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Close Savings account.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Close Money Market account.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Close Certificate account.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Close IRA/Retirement account.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Request new or replacement debit card for new or existing accounts in Principal's name only.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Request replacement credit card for existing accounts in Principal's name only.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Modification of original depository account terms and types ( <i>excludes consumer loans and credit cards—see Section I</i> ).
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Transfer funds from Navy Federal accounts ( <i>this does not include online transfers—see Section K</i> ).
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Transfer funds to non-Navy Federal accounts ( <i>this does not include online transfers—see Section K</i> ).
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Access, update, or change general account information ( <i>such as phone or address</i> ).
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Receive copies of statements, notices, information, or similar documents related to savings or checking accounts.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Transfer account funds to AIF or AIF's accounts.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Submit claim or file fraud for unauthorized charges.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Create or change survivorship rights or beneficiaries on Payable on Death (POD) accounts.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Manage IRA/Retirement accounts ( <i>includes providing instructions for, establishing, and making changes to direct transfers, rollovers, withdrawals, contributions, and distributions</i> ).
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Create or change survivorship rights or beneficiaries on IRA/Retirement accounts.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Enroll or un-enroll for OOPS ( <i>Optional Overdraft Protection Service for checking accounts</i> ).

# Navy Federal Durable Power of Attorney

**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. Lending 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.
- 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.

<input type="checkbox"/> Yes	<input type="checkbox"/> No	Apply for new credit card in the Principal's name, issue card in Principal's name only.
<input type="checkbox"/> Yes	<input type="checkbox"/> 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.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Add AIF as Authorized User on existing credit card account.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Request a limit increase on existing credit card account. <input type="checkbox"/> Up to _____ (provide specific dollar amount)
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Apply for a new collateral loan. <input type="checkbox"/> Up to _____ (provide specific dollar amount)
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Apply for a signature/unsecured loan. <input type="checkbox"/> Up to _____ (provide specific dollar amount)
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Apply for a loan secured by Savings/Certificate. <input type="checkbox"/> Up to _____ (provide specific dollar amount)
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Add Principal's name as co-applicant for collateral loan. <input type="checkbox"/> Up to _____ (provide specific dollar amount)
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Add Principal's name as co-applicant for signature/unsecured loan. <input type="checkbox"/> Up to _____ (provide specific dollar amount)
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Apply for a new Checking Line of Credit (CLOC) or request an increase on existing CLOC. <input type="checkbox"/> Up to _____ (provide specific dollar amount)
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Modification of original consumer loan ( <i>secured or unsecured</i> ) account terms and types.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Modification of original credit card account terms and types.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Authorization to modify payments, request extensions, or settle accounts.
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Apply, enroll, change, or cancel asset protection or payment plan coverage(s), as applicable, for any eligible lending product.

# Navy Federal Durable Power of Attorney

## J. Real Estate

**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.
- Real estate transactions require a separate POA. Please contact an attorney if you require a POA for real estate transactions.

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.

# Navy Federal Durable Power of Attorney

## L. Principal Signature

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 NFCU 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 (required)  ►	Date (MM/DD/YYYY)
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## 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 (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)

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

#### State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature \_\_\_\_\_ (Seal)

## 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

# Navy Federal Durable Power of Attorney

## Notice to Person Accepting the Appointment as Attorney-in-Fact

By acting or agreeing to act as the agent (*attorney-in-fact*) under this power of attorney, you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include:

1. The legal duty to act solely in the interest of the principal and to avoid conflicts of interest.
2. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.

You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this power of attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the power of attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under Penal Code Section 368. In addition to criminal prosecution, you may also be sued in civil court.

I have read the foregoing notice, and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the agent (*attorney-in-fact*) under the terms of this power of attorney.

### Attorney-in-Fact appointed:

Signature of Agent (required)	Print Name of Agent (required)	Date (MM/DD/YYYY)
►		

### If a Co-AIF is appointed: (if applicable)

Signature of Agent (required)	Print Name of Agent (required)	Date (MM/DD/YYYY)
►		

### If a Successor AIF is appointed: (if applicable)

Signature of Agent (required)	Print Name of Agent (required)	Date (MM/DD/YYYY)
►		

# 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](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 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*) or Navy Federal Investment Services (*NFIS*). A separate POA will need to be signed by you for your specific transaction 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.**