



Credit Union Estate Account Disclosure Statement

Required IRS Information: Federal law requires each administrator applying for a Navy Federal Credit Union estate account to certify under penalty of perjury that the taxpayer identification number provided to Navy Federal Credit Union is the estate's correct number and is not subject to backup withholding. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Dividends: Dividends are a division and distribution of earnings among members, after all expenses have been paid and the required amount has been set aside for reserves. Dividend rates are declared prospectively by the Board of Directors in the month preceding the dividend period. These prospective dividend rates may change at the determination of the Board. Navy Federal Credit Union also provides the Annual Percentage Yield (APY) for each dividend rate declared by the Board. Payment of all dividends is dependent on the availability of earnings at the end of the period. Dividends at Navy Federal Credit Union are earned from day-of-deposit to day-of-withdrawal and are computed using the daily balance method by applying the daily periodic rate to the full amount in the estate account at the end of each day. Dividends for the estate savings and checking accounts, where applicable, are credited the last day of the period they are earned and are compounded monthly. The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. Dividends may be waived upon request.

Transfers and Withdrawals: You may transfer and/or withdraw funds from your estate savings account as often as you want under the following conditions: in person, by mail, to have funds mailed directly to you, or as distributions of a direct deposit. (*Federal regulations limit the number of certain types of transfers and/or withdrawals you can make from your estate savings account to six per month. The types of transfers that are limited are those requested by fax, telephone, internet, pre-authorized transfers, or transfers automatically generated from an estate savings account to cover estate checking overdrafts.*) The transfer/withdrawal by the signature or request of the administrator without their respective designation as administrator shall be a valid signature, and the transfer or withdrawal to any of them shall be valid and discharge Navy Federal Credit Union from any liability for such transfer or withdrawal. Navy Federal Credit Union may, at its option, pay a check that exceeds the balance in the estate checking account by transferring the amount of the resulting overdraft from the savings account. Once the six-transfer limit has been reached, checks may be returned. Checks presented for cash that are made payable to the deceased or to the estate must first be deposited into the estate account before being withdrawn.

Current Rates and Fees: The dividend rate and the APY for an estate savings account are disclosed on Navy Federal Credit Union's current Schedule of Dividend Rates and Annual Percentage Yields (APY). Fees and charges that may be assessed are disclosed on Navy Federal Credit Union's current Schedule of Fees and Charges.

Co-Administrators: If a co-administrator is designated, the estate account can be administered and managed by the co-administrator. Navy Federal Credit Union is authorized to recognize any of the signatures of the co-administrators in the payment of funds or the transaction of business for the estate account. Together, you and the co-administrator agree that the estate account and accumulated dividends may be withdrawn or transferred by you or the co-administrator at any time, and shall discharge Navy Federal Credit Union from any liability for carrying out any of these requested actions. The administrator and co-administrator agree to be jointly and severally liable for negative balances on the estate account regardless of the cause and agree to immediately deposit sufficient funds to cover the negative amount. The administrator and co-administrator agree to reimburse Navy Federal Credit Union for all costs of collection, including reasonable attorney's fees and court costs. A co-administrator can only be removed from an account by his/her written authorization, or by court order.

Request for Information: Both you and the co-administrator (*if any*) authorize Navy Federal Credit Union to obtain, and any person, association, firm, or corporation to disclose, any information concerning the deceased member's financial affairs and authorize Navy Federal Credit Union to make such requests should circumstances warrant to help settle the deceased member's Navy Federal Credit Union accounts.

Insurance: Estate accounts are backed by the assets of Navy Federal Credit Union and are insured against loss up to a total of \$250,000 for all estate accounts designated for a deceased individual by the National Credit Union Administration, a U.S. government agency.

Governing Laws: Navy Federal Credit Union estate accounts are maintained and governed in accordance with federal law and the laws of the Commonwealth of Virginia, as amended. Property may be transferred to the appropriate state if there has been no activity within the time period specified by state law.

Estate Account: Upon verification of your appointment as an administrator, executor, executrix, or personal representative (*hereafter collectively referred to as "administrator"*) of a deceased individual's estate, an estate savings and/or estate checking account will be established in the decedent's name indicating that you are the administrator appointed to settle the decedent's affairs. Money Market Savings Accounts (MMSAs) and short-term (*one- to two-year*) share certificates may also be established for the estate. If you elect to establish a MMSA, Jumbo MMSA, and/or share certificate under the estate account, the administrator or co-administrator (*if any*) agree to the terms and disclosures outlined in the MMSA Disclosure Statement (NFCU 345), Jumbo MMSA Disclosure Statement (NFCU 345A), and Combined Certificate Disclosures (NFCU 602-ED), as applicable. Checking account options available on Navy Federal Credit Union estate settlement accounts are the Flagship Checking and Association Checking accounts. For the features of each account type, please visit navyfederal.org. Navy Federal Credit Union does not offer restricted or blocked estate accounts, even with a court order. Navy Federal Credit Union

is not responsible for any management of the estate account and accepts no administrative responsibilities for the estate account. If the decedent was not a Navy Federal Credit Union Member, an estate account may be established, provided the deceased was eligible for membership on date of death and all beneficiaries are current Members of Navy Federal Credit Union. By signing the Estate Account Application (*NFCU 406*), you authorize Navy Federal Credit Union to pay checks issued on this account signed by you, the administrator, or co-administrator (*if any*) of this account and to charge the payments against the estate checking account. Each negotiated check will be charged to the estate checking account as of the date of receipt of the payment order by Navy Federal Credit Union. All non-cash share purchases or payments made to the estate checking account will be credited subject to final payment of the deposit item. Navy Federal Credit Union will not be responsible for delaying payment of post-dated checks and is authorized to refuse checks that exceed funds available in the estate savings account. A fee will be assessed in the amount shown on the current *Schedule of Fees and Charges* for each refused check. The administrator and co-administrator (*if any*) may request that payment of a check be stopped by providing notification to Navy Federal Credit Union. A fee will be assessed in the amount shown on the current *Schedule of Fees and Charges* for each stop-payment request. The administrator and co-administrator (*if any*) may request copies of paid checks. Check copies are provided free of charge on estate checking accounts. Except for negligence, Navy Federal Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check. Navy Federal Credit Union is under no obligation to pay or refuse the payment of a check on which the date is more than six months old. The administrator and co-administrator (*if any*) agree to be jointly and severally liable for any overdrafts, regardless of the cause, and further agree to immediately deposit sufficient funds to cover the overdraft. All Navy Federal Credit Union checking accounts, including the estate checking account, have two sub-accounts: a checking transaction subaccount and a savings subaccount. Periodically, we may transfer funds between the checking subaccount and the savings subaccount for management purposes. This savings subaccount will be subject to federal regulation transfer limitations, as are monies in any Navy Federal Credit Union savings account. Should there be a sixth transfer of funds in a month, all remaining funds will be transferred to the checking subaccount for the remainder of the month. Rates, compounding, balance information, and the nature of dividends for your checking account will remain unchanged.

Change in Terms: Navy Federal Credit Union reserves the right to terminate this agreement. The terms of this account may change upon 30 days' notice. The right or authority of Navy Federal Credit Union under this agreement shall not be changed or terminated by you except by written notice to said credit union, which shall not affect transactions previously made.

Other Terms and Conditions: Monies in your estate account may not be pledged as collateral on any loan. You must notify Navy Federal Credit Union in writing of an error concerning an item on your monthly estate account statement no later than the sixtieth day following the day the statement was mailed. If we do not receive your written notice of an error within this time frame, you may not dispute the item. An estate account is a temporary account that must be closed once the deceased's estate is settled. The estate settlement period would normally not exceed two years. If there is a need to keep the estate account open for a period in excess of two years, the administrator or co-administrator (*if any*) agree to notify Navy Federal Credit Union and provide an expected closure date. The use of the estate account is subject to such other terms, conditions, or requirements as Navy Federal Credit Union may establish from time to time. An estate account may not be used for any purpose other than the deposit and disbursement of the deceased's assets. Navy Federal Credit Union has the right of assignment of this agreement.