

# Payable on Death (POD) and Deposit Trust Accounts

For account inquiries, purchases and servicing, call **1-888-842-6328**.

If overseas, call collect at 1-703-255-8837 or visit navyfederal.org for a list of international numbers.

For rates, online banking or online applications, or to find a branch near you, visit **navyfederal.org**. Payable on Death (POD) and Deposit Trust Accounts are often used by our members to pass on their savings more easily to loved ones.

### Let Us Handle Your POD and Deposit Trust Account Needs

Most of Navy Federal's savings and checking products can be designated as POD Accounts or Deposit Trust Accounts. These include:

- savings accounts
- checking accounts
- Money Market Savings Accounts (MMSAs)
- Jumbo MMSAs
- certificates

#### Please note:

Individual Retirement Arrangements (IRAs) cannot be designated as POD Accounts or Deposit Trust Accounts. IRAs are already considered Trust Accounts in their own right. They are regulated by specific federal guidelines and insured separately by the National Credit Union Administration (NCUA) for up to \$250,000.

### We Have 2 Options—Which Account Is Best for You?

The **POD Account** may fill your needs if you are looking for an account that allows you access but wish to have the proceeds in the account paid directly to your beneficiary(ies). No legal trust documents are required. The **Deposit Trust Account** will meet your needs if you are looking for an account that can hold funds designated by a legal trust. Legal trust documents are required.

#### **POD Accounts**

Individual POD Account

As the owner, only you have access to your funds during your lifetime. Upon your death, the remaining funds are disbursed to the named beneficiary(ies) on the account, generally without having to pass through probate.

Joint Owner With Survivorship POD Account

You and the joint owner can access the account at any time during your lifetimes. Upon your death, the funds in the account will be transferred to the joint owner for their use and discretion. Only upon the death of both you and the joint owner are funds disbursed to the designated beneficiary(ies), generally without going through probate.

Joint Owner Without Survivorship POD Account

You and the joint owner can access the account at any time during your lifetimes. Upon your death, the funds in the account will be disbursed to the designated beneficiary(ies), generally without going through probate.

No legal trust documents are required—you simply designate (a) beneficiary(ies) on new or existing accounts.

For more details and to establish a POD Account, please complete and submit the Payable on Death (POD) Designation (NFCU 250).

#### **Deposit Trust Accounts**

Navy Federal's Deposit Trust Accounts are depository accounts that can hold funds under a legal trust.

Legal trusts are set up outside of Navy Federal and generally require the service of an attorney. Trusts shelter assets during and after the grantor's lifetime. A legal trust is required prior to establishing a Deposit Trust Account.

A Deposit Trust Account is opened in the name of the trust with the grantor's\* Social Security number (SSN) or Employer Identification Number (EIN); however, only the trustee(s) designated in the legal trust agreement can access the account(s). Funds will be managed by the trustee, co-trustee or trust administrator as outlined in the trust agreement during the lifetime and upon the death of the grantor. Generally, funds held in the trust will not pass through probate.

\*Person who establishes legal trust



# Payable on Death (POD) and Deposit Trust Accounts

#### Please note:

If you would like a referral to an attorney for assistance in setting up or updating an existing Legal Trust, please contact Members Trust Company at 888-727-9191 or 571-418-7016.\*\*

#### Federal Insurance Coverage

POD Accounts are insured separately from your other Navy Federal accounts. Each owner is insured for up to \$250,000 per beneficiary.

Deposit Trust Accounts may qualify for separate insurance coverage from other Navy Federal accounts. Each grantor is insured for up to \$250,000; additional coverage of \$250,000 may apply per each named beneficiary under the trust arrangement.

#### Insurance coverage examples:

Individual POD Account

Account name: John Doe

Beneficiary: Granddaughter

Amount insurance coverage: 1 owner x 1 beneficiary = \$250,000

#### Joint Owner POD Account

Account name: John Doe
Primary owner: John Doe

Joint owner: Susan Doe

Beneficiaries: Son and daughter

Amount insurance coverage:

2 owners x 2 beneficiaries = \$1,000,000

#### Deposit Trust Account, Example #1

Account name: Doe Family Trust

Grantor: John Doe
Beneficiary: Jane Doe

Life estate

interest beneficiary: None

Amount insurance coverage:

1 grantor x 1 beneficiary = \$250,000

#### Deposit Trust Account, Example #2

Account name: Doe Family Trust

Grantors: Michael Doe and

Susan Doe

Beneficiaries: Mary Doe and

Jill Doe

Life estate

interest beneficiary: David Doe

Amount insurance coverage:

2 grantors x 3 beneficiaries = \$1,500,000

If you have any questions or need additional information, please call us toll-free in the U.S. at 1-888-842-6328. For toll-free numbers when overseas, visit **navyfederal.org**. Use 1-703-255-8837

for collect international calls.

## Navy Federal® Payable on Death (POD) Designation

Use this application to establish, update, or remove a POD designation and/or beneficiary(ies) on a savings account, checking account, MMSA, or certificate. For this request to be effective, all account holders are required to sign this form.

certificate. For this request to	o be effective, all account holders are re	equired to sign this t	orm.			
To expedite your request, pleas 1) Mobile or Online Banking: Atta 3) Visit local branch	se return this completed form through one of ch form via eMessage	the following methods 2) Fax to Navy Feder 4) Mail form to PO Bo	al at 703-206-3724		16-9887	
A. Primary Member Info	rmation					
Name: First	MI	Last	Si	uffix Acc	cess No.	
Note: If your Joint Owner is	tion — Joint Owner(s) must be the same Jos s not a Member, the Change of Information/Ac	dd Joint Owner (NFCU	97CI) form must	be comp	oleted.	Death on this form.
Name: First	MI	Last	SI	uffix Acc	cess No.	
Name: First	MI	Last		uffix Acc	cess No.	
C. Designate Accounts effect a change of beneficia	<ul> <li>(Choose one.) Do not list IRA accounts b ry(ies) for any IRA accounts.</li> </ul>	elow. A separate char	ge of beneficiary	form (NF	<b>-CU 584)</b> mu:	st be completed to
	ounts established after this dated application, aron for future accounts will only apply to those ac					
Specific existing accounts	(List complete account numbers.)					
D. Designate Beneficiar	v(ies) — (Choose one.)					
<ul> <li>□ 1. Assign beneficiary(ies) – I/We confirm that the designated individual(s) or entity(ies) named in section E as primary beneficiary(ies) meet the definition of a beneficiary per 12 CFR 745.4(c) as a natural person or charitable organization and other non-profit entity recognized as such under the Internal Revenue Code of 1986, as amended. I/We understand that this election will revoke all previous primary beneficiary designations (if already established) while designating the accounts identified in section C as payable on death accounts. This form must be signed by all primary and joint owners (if applicable) to be effective.</li> <li>□ 2. Remove all existing beneficiary(ies) – I designate there will not be any beneficiary(ies) for the account(s) identified in section C. This will remove the payable on death designation entirely. This form must be signed by all primary and joint owners (if applicable) to be effective.</li> </ul>						
(prior to the death of the me If a Legal Trust is named as revoked prior to the Primary	Information — (Joint Owners of accounts mber), the deceased Primary Beneficiary's per Primary Beneficiary, Contingent Beneficiary(in Member's death. If you wish to establish Continue on a second copy of this page (section	rcentage share will be es) shall not receive pr atingent Beneficiary(ies,	shared equally am oceeds unless the	nong any e Legal T	surviving Pri Trust was prop	mary Beneficiaries. perly terminated or
Name of Beneficiary(ies), Legal Trust, and/or Charity (if any)	Address	Date of Birth (MM/DD/YY) (if applicable)	Relationship		ecurity No. or ITIN	Percentage (must equal 100%)
	Ition — (Choose one.) The survivorship desig esignated otherwise for a particular account i with Survivorship.					
□ Joint Account—With Survivorship  (On the death of an owner, the deceased's ownership interest in the account passes to the surviving account owner.)  □ Joint Account—No Survivorship  (On the death of an owner, the ownership of the account funds passes to the beneficiary(ies) as designated, regardless of the survival of the Joint Owner.)						
G. Required Signatures	I have Contingent Beneficiary Info	ormation in <b>Section H</b> .	(page 2)— (Choos	se one.)	☐ Yes	□No
If a selection is not made in Section G regarding Contingent Beneficiaries, NFCU will process the application assuming you do not have any contingent beneficiaries. By signing, I/we acknowledge that I/we have read and agree to the information, disclosures, and agreements in Section I on page 2.						
Signature of Member (Required)					Date (MM/D	D/YY)
Signature of Joint Owner (As application)	able)				Date (MM/D	D/YY)
Signature of Joint Owner (As applic	able)				Date (MM/D	D/YY)

**H. Contingent Beneficiary Information** — (Optional) Distributions will be made to Contingent Beneficiary(ies), only if all Primary Beneficiary(ies) is/are deceased. (Upon the death of a Contingent Beneficiary, the deceased Contingent Beneficiary's percentage share will be shared equally among any surviving Contingent Beneficiaries.) If a Legal Trust is named as Primary Beneficiary, Contingent Beneficiary(ies) shall not receive proceeds unless the Legal Trust was properly terminated or revoked prior to the Primary Member's death.

Name of Beneficiary(ies), Legal Trust, and/or Charity (if any)	Address	Date of Birth (MM/DD/YY) (if applicable)	Relationship	Social Security No. (SSN) or ITIN	Percentage (must equal 100%)

#### I. Survivorship Designation and Disclosure Agreement

I/We hereby request a Payable on Death (POD) designation for the beneficiary(ies) listed for the account(s) designated in this application, and I/we agree to the designations, beneficiary(ies), and survivorship designation on this form, and the terms of this Disclosure, as amended from time to time by Navy Federal Credit Union (Navy Federal) in its sole discretion.

It is understood and agreed that subject to the credit union's bylaws and applicable state and federal laws, rules, and regulations, all sums paid into the account(s) may be pledged to the credit union as security for a loan by me, the joint owner, or both, if applicable, and further that all account funds may be withdrawn in whole or in part by any account holder.

I acknowledge that membership at Navy Federal comes with certain ongoing responsibilities. By signing this document, my joint owner(s), if any, and I agree to abide by the terms and conditions of all accounts or services that I/we receive at Navy Federal. These terms and conditions are disclosed in accordance with applicable state and federal laws and are provided in the disclosure and agreement forms. If "Joint Account with Survivorship" is selected, then upon the death of either account holder, Navy Federal reserves the right to re-title the POD-designated account(s) to the surviving account holder, and the designations in this application will remain in effect, unless and until action is taken by the surviving account holder to change the designations or transfer the funds.

Upon the death of all the account holders, if the designation is "With Survivorship," or upon the death of the primary member if the designation is "No Survivorship," funds in the account(s) shall be made payable and distributed to the surviving primary beneficiary, or if more than one beneficiary, to the surviving primary beneficiaries equally (including any named Legal Trust) unless a percentage designation is indicated (Section E). If a designated primary beneficiary predeceases the member, then the deceased primary beneficiary's percentage share (including the proper termination or revocation of a legal trust) will be shared equally among any surviving primary beneficiaries. If a member's Legal Trust is a named primary beneficiary, then any contingent beneficiary(ies) named in Section H shall not receive proceeds unless the Legal Trust was properly terminated or revoked prior to the primary member's death. Distributions will be made to contingent beneficiary(ies) named in Section H, only if all primary beneficiary(ies) is/are deceased or, if applicable, a member's Legal Trust was properly terminated or revoked. Further, upon the death of a contingent beneficiary (including the proper termination or revocation of a legal trust), the deceased contingent beneficiary's percentage share will be shared equally among any surviving contingent beneficiaries.

I/We understand and agree that I/we am/are responsible for properly designating the respective percentage shares for the respective beneficiaries so that the total percentage equals 100%. If there is a discrepancy in the percentage shares and the total does not equal 100%, then I/we agree that the designation shall automatically be determined for the surviving beneficiaries to share the distribution equally.

I/We have read and agree to the terms and conditions of the Important Disclosure Booklet (*NFCU 606*). Property may be transferred to the appropriate state if there has been no activity within the time period specified by state law. I/We understand that Navy Federal reserves the right

to enforce a statutory lien against any savings and dividends I/we have individually or jointly on deposit at Navy Federal if I/we fail to satisfy any financial obligation I/we have with Navy Federal. Navy Federal may enforce this right without prior notice.

I/We understand and agree that I/we must notify the credit union if any new account should not be included under this POD designation if I/we have requested that all existing and any future account(s) be included in the POD designation.

The beneficiary designation above shall not apply to any type of Individual Retirement Account (IRA) that I have now or in the future, including savings, money market savings, and certificate IRA accounts. I understand that a separate change of beneficiary form *(NFCU 584)* must be completed to effect a change of beneficiary(ies) for any IRA account.

Beneficiary(ies) may be changed at any time by submitting a new POD Designation form *(NFCU 250)*, signed by all account holders, as applicable, to be effective.

I agree and understand that if I desire a voluntary closure or shutdown of my POD account(s), then my accounts will not have a POD designation or any beneficiary(ies), and that I must further complete and submit a new POD Designation form *(NFCU 250)* to establish a POD account with new designation, beneficiary(ies), and survivorship designation for any desired account(s).

I agree that if there is a security compromise of my POD account(s), then my POD account(s) may be closed and new POD account(s) will be established for administrative purposes. I agree and understand the new POD account(s) established by Navy Federal will have the same designations, beneficiary(ies), and survivorship designations as this current POD form. If any changes or additions to the newly established POD account(s) are desired, then a new POD Designation form (NFCU 250) must be completed, signed by all account holders (as applicable), and submitted to be effective.

The survivorship designation on this form shall supersede the designation on all accounts included with this form.

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account, including joint owners and authorized signers. What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. It may be necessary for Navy Federal to restrict account access or delay the approval of loans pending further verification.

Notice of Claim: Neither you nor Navy Federal may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Agreement or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Agreement, until such party has notified the other party of such alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action.

## Navy Federal® Application for Deposit Trust Account

Social Security No. (SSN or ITIN) or Employer Identification No. (EIN) Grantor (If different from Trustee)

A. Account Title

Name of Legal Trust:

Navy Federal's Address:

For Office Use Only	
Trust Access No.	

Grantor's Access No.

Navy Federal's Phone Number: 1-888-842-6328

This application is used to reassign or establish accounts in the name of a Legal Trust. An Access Number will be created for the Legal Trust at the time the Deposit Trust Account is established. This application requires a Social Security Number (SSN/ITIN) or an Employer Identification Number (EIN) and a copy of the Legal Trust pages that: (1) name the Legal Trust, (2) provide the signatures that established the Trust, and (3) provide the Trustee designations. Generally, NCUA requires that all Grantor(s)/Trustor(s) OR all the trust beneficiaries be members of Navy Federal Credit Union.

Navy Federal Credit Union P		PO Box 3002, Merrifield, VA 22116-9887		Deposit Trust Fax Number: 703-206-3724	
		e Legal Trust. <i>(Required)</i> * change if Legal Trust is amended	<del></del> \	egal Trust ber	neficiaries, including life estate
*This information is mar	ndatory in order to pro	vide you with the accurate am	ount of Share Insurance	coverage.	
Note: In the event of the	Grantor's death, the ber	eficiaries designated in the Lega	al Trust document shall be	e considered t	he actual beneficiaries.
		for this trust agreement/applica n and other non-profit entity reco			
<b>B. Trustee Informat</b>	ion				
Mr.	lame: First	MI	Last	Suffix	Access No.
Rank		Pay Grade	☐ Navy ☐ Air Force	☐ Marine Co	,
Current Home Address: Stree Cannot Be a Post Office Box	et	City	State	ZIP Code	Date of Birth (MM/DD/YY)
Mailing Address: Street If Different From Above Address		City	State	ZIP Code	Social Security No. (ITIN)
Driver's License or Gover	nment ID No./State	Issue Date (MM/DD/YY)	Exp. Date (MM/DD/YY	)	Home Phone No.
Email Address		1	Office Phone No.		Cell or Other Contact No.

Additional information on reverse.

C. Co- irustee inic	ormation (include addres:	s only it aitterent trom G	rantor's/ irustee's.)				
☐ Mr. ☐ Ms. ☐ Mrs. ☐ Miss ☐ I do not wish to disclose.	Name: First	MI	Last	Suffix	Access No.		
Rank		Pay Grade	□ Navy	☐ Marine Co	orps		
		. ay araas	☐ Air Force	☐ Coast Gua			
Current Home Address: St	reet	City	State	ZIP Code	Date of Birth (MM/DD/YY)		
Cannot Be a Post Office Box		•			, ,		
Mailing Address: Street		City	State	ZIP Code	Social Security No. (ITIN)		
If Different From Above Address							
Driver's License or Gov	ernment ID No./State	Issue Date (MM/DD/YY)	Exp. Date (MM/DD/Y	Υ)	Home Phone No.		
Email Address			Office Phone No.		Cell or Other Contact No.		
D. Trust Options (A for the trust record		oe established for the Le	gal Trust record separate	rom your curre	ent personal Access Number		
Part I. Establish Ne	w Accounts for Trust						
I would like to establish	n the following new account(s	s) under the Legal Trust:					
☐ Trust Savings			☐ MMSA				
(1) Required for a	new or existing certificate acc	count	Amount \$	Amount \$			
			Transfer From				
Checking (Select	one option.)*		☐ Jumbo MMSA				
☐ Free Active Du	ty Checking®		Amount \$				
☐ Free Easy Che	cking		Transfer From				
Free Campus (	-		☐ Certificates				
☐ Free EveryDay	-		Term				
☐ Flagship Checking			Amount \$				
*Visit navyfederal.org for checking account required and rates or call 1-888-842-6328.		ements, fees,	Transfer From	Transfer From			
and/or	0 0-2 0020.						
Part II. Reassign Ex	•						
Trust. Navy Federal re membership savings	equires members to maintain account under the Legal Tru	n a membership savings ust's Access Number, th	account under their perso is will require a new memb	nal Access Nu ership savings	uld be reflected under the Legal mber. If I reassign my existing account to be opened under count to my new membership		
Savings Account		Certific	cate(s):				
Checking Account							
MMSA							
Jumbo MMSA							
			<u> </u>				

Please see next page for important disclosures and required signature(s).

#### E. Disclosure Agreement

I/We hereby apply for a Deposit Trust Account at Navy Federal Credit Union in my/our name(s) as Trustee/Co-Trustee for the Legal Trust on reverse. With this application, I/we certify that the Grantor(s)/Trustor(s) OR all the trust beneficiaries are members of Navy Federal Credit Union.

I/We hereby affirm that the authority to establish a Deposit Trust Account has been granted pursuant to a legally binding Trust agreement as evidenced by the Declaration of Trust, which accompanies this application and agreement.

It is understood and agreed that subject to the provisions of the credit union's bylaws and applicable state and federal laws, rules, and regulations, all sums paid into the account may be pledged to the credit union as security for a loan or loans to Grantor(s) and/or by the Trustee/Co-Trustee, or withdrawn in whole or in part by any Trustee/Co-Trustee.

All parties to this account acknowledge that the rights of the surviving Trustee/Co-Trustee shall not be abridged and that all surviving Trustee(s)/Co-Trustee(s) shall retain full use and authority over the funds in the account.

The funds in the account will be administered by the Trustee, Co-Trustee(s), Successor Trustee, or administrator of the Trust as designated by the Legal Trust. I/We certify that all Trustee(s)/Co-Trustee(s) having access to this account have been properly listed in this application and that this application reflects the rights and responsibilities of all parties as stated in the Declaration of Trust.

I/We acknowledge that Navy Federal shall act in its capacity as a financial institution and assumes no responsibility for the action(s), including, but not limited to, the deposit or withdrawal of funds by the Trustee/Co-Trustee. All Trustee(s)/Co-Trustee(s), regardless of date of amendment and/or subsequent assignment, hereby agree with each other and Navy Federal that they shall discharge Navy Federal from any liability due to the actions of any Trustee/Co-Trustee in regard to this account.

I/We agree that the terms of the Legal Trust agreement will be binding and that I/we assume responsibility for notifying Navy Federal of any changes to the Trust agreement as it relates to this application.

I/We acknowledge that Navy Federal reserves the right to terminate this or any account that it deems to be maintained in an unsound manner. I/We have read and agree to the terms and conditions of the Important Disclosure Booklet (NFCU 606). Property may be transferred to the appropriate state if there has been no activity within the time period specified by state law.

I/We understand that Navy Federal reserves the right to enforce a statutory lien or contractual lien against any savings and dividends the Legal Trust has on deposit at Navy Federal if I/we fail to satisfy a financial obligation the Legal Trust has with Navy Federal. Navy Federal may enforce this right without prior notice.

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account, including Trustees, Co-Trustees, and authorized signers. What this means for you: when you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. It may be necessary for Navy Federal to restrict account access pending further verification. The Trustee/Co-Trustee hereby submits this application for the Navy Federal Online Banking service. I/We understand that this service will provide the Trustees access to all existing and future accounts held in the name of the Legal Trust.

Additionally, the Trustees will have the ability to enroll in or access Bill Pay service for the Legal Trust. I/We hereby accept responsibility for safeguarding the password(s) in order to prevent unauthorized access and transactions on the account. I/We agree that Navy Federal may revoke the Online Banking service if unauthorized access or transactions occur as the apparent result of negligence in safeguarding the password(s).

I/We acknowledge receipt of, and agree to, the Navy Federal Mobile Banking, Online Banking, and Bill Pay Disclosure (NFCU 652A) and all amendments mailed to the address shown on Navy Federal records.

Notice of Claim: Neither you nor Navy Federal may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Agreement or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Agreement, until such party has notified the other party of such alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action.

#### F. Required Signatures and Tax Certification

By signing, I/we acknowledge that I/we have read and agree to the information/disclosure above.

By checking this box, I certify that I am a non-resident alien and I have completed a Form W-8BEN.

Tax Certification (This certification does not apply if I have checked the box below my signature.)

Under penalty of perjury, I certify that (1) the SSN/ITIN provided is correct, (2) I am not subject to backup withholding, and (3) I am a US Citizen or US resident alien.

The FATCA code certification does not apply.

The Internal Revenue Service does not require your consent to an	y provision of this document other	er than the certifications req	uired to avoid
backup withholding.			

backup withholding.				
Signature of Trustee (required)	Date (MM/DD/YY)			
By checking this box, I certify that I am a non-resident alien and I have completed a Form W-8BEN.				
Signature of Co-Trustee (if applicable)	Date (MM/DD/YY)			
By checking this box, I certify that I am a non-resident alien and I have completed a Form W-8BEN.				
G. Signatures (Required for owner(s) of existing accounts being reassigned.)				
Signature of Owner (required)	Date (MM/DD/YY)			
By checking this box, I certify that I am a non-resident alien and I have completed a Form W-8BEN.				
Signature of Joint Owner (if applicable)	Date (MM/DD/YY)			