

Power of Attorney Guidelines



A Power of Attorney (POA) is a legal document that may be established by an individual (referred to hereafter as "Principal") to ensure that his/her financial affairs will be managed should he/she be unavailable or something unforeseen occur. The person or organization appointed by the Principal is referred to as an "Attorney-in-Fact" or "Agent." A POA may be established to cover such situations as illness, physical absence, or incompetence.

Common POAs:

- **General Power of Attorney** – generally less restrictive, is effective immediately
- **Durable Power of Attorney** – **may** contain the following conditions:
 - Effective immediately and continues even if the Principal becomes incompetent
 - **Not effective** unless the Principal becomes incompetent.
 - Agent must produce certification from two (2) licensed physicians verifying the Principal's incompetence
 - MSUFCU will not accept a POA with these conditions **until** the Principal becomes incompetent and the Agent produces the appropriate medical confirmations

MSUFCU will only accept POAs that are in effect and provide financial authorization, as determined by MSUFCU in its sole discretion. Some examples of financial authorization are:

- Performing transactions with credit unions, banks, or other financial institutions
- Buying, selling, paying taxes on real property
- Investing in stocks, bonds, and mutual funds
- Managing retirement accounts

MSUFCU requires all of the following documents to establish a POA account:

- Complete copy of the notarized POA with member signature, including signed Agent Acceptance page if POA document is signed and dated October 1, 2012 or later. Principal's signature must be verified by MSUFCU.
- Power of Attorney Affidavit signed by the POA Agent

Agent Restrictions:

- An agent may not add himself/herself as a joint owner or beneficiary on the Principal's existing account
- An agent may not perform any transactions on the Principal's IRA/HSA or Trust account unless that authority is specifically authorized in the POA
- An agent may not divert the Principal's funds to himself/herself
- Agent may not deposit funds made payable to the Principal to his/her account

POA becomes void when:

- The Principal terminates the POA agreement
 - **MSUFCU requires a written Revocation of POA by the Principal before MSUFCU will discontinue honoring a previously accepted POA**
- The POA expires according to its terms
- The Principal is deceased

Transactions on a Checking Account:

- Checks should be endorsed as follows: Principal's name, Agent's signature, POA
- Visa Debit Card will expire upon notification of Principal's death or upon revocation of POA
- Visa Debit Card will be printed with Agent's name but the checking account will be in the Principal's name and the Principal will be liable for all debit card transactions

Contact MSUFCU with any questions:

- Online: www.msufcu.org
- By phone: 517-333-2424 or 800-678-4968
- Any MSUFCU branch location

Power of Attorney Affidavit



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MSUFCU Account Number(s):

Section A: Agent Contact and Identification Information

First Name		Middle	Last	
Permanent Street Address		City	State	Zip
Home Phone	Work Phone	Cell Phone		Email Address
Birthdate	Social Security Number	Mother's Maiden Name		Employer
Driver's License or Passport Number		State of Issue	Date of Exp.	Other Documentation/ID

Section B: Agreement Between POA Agent and MSUFCU

On this date _____, I, _____ state:

Date

Agent's Printed Name

1. I am the agent appointed under the POA, which is attached hereto and incorporated herein.
2. The attached document is a true, accurate, and complete copy of the POA.
3. To the best of my knowledge, powers granted to me by the POA have not been altered or revoked.
4. To the best of my knowledge, _____ is alive.

Principal's Printed Name

5. I certify that the attached POA authorizes me to conduct financial transactions.
6. I will indemnify and hold MSUFCU harmless for losses resulting from improper use of the POA by me.

X

Agent's Signature

Agent's Printed Name

