



1 "Good faith" means honesty in fact.

2 "Incapacitated" or "incapacity" means the inability of an  
3 individual to manage property or business affairs because the  
4 individual:

5 (1) Has an impairment in the ability to receive and  
6 evaluate information or make or communicate decisions  
7 even with the use of technological assistance; or

8 (2) (A) Missing;

9 (B) Detained, including incarcerated in a penal  
10 system; or

11 (C) Outside of the United States and unable to  
12 return.

13 "Person" means an individual, corporation, business trust,  
14 estate, trust, partnership, limited liability company,  
15 association, joint venture, public corporation, government or  
16 governmental subdivision, agency, or instrumentality, or any  
17 other legal or commercial entity.

18 "Power of attorney" means a writing or other record that  
19 grants authority to an agent to act in the place of the  
20 principal, whether or not the term power of attorney is used.

21 "Presently exercisable general power of appointment" means  
22 the power exercisable at the time in question to vest absolute



1 ownership in the principal individually, the principal's estate,  
2 the principal's creditors, or the creditors of the principal's  
3 estate, with respect to property or a property interest subject  
4 to a power of appointment. The term includes a power of  
5 appointment not exercisable until the occurrence of a specified  
6 event, the satisfaction of an ascertainable standard, or the  
7 passage of a specified period only after the occurrence of the  
8 specified event, the satisfaction of the ascertainable standard,  
9 or the passage of the specified period. The term does not  
10 include a power exercisable in a fiduciary capacity or only by  
11 will.

12 "Principal" means an individual who grants authority to an  
13 agent in a power of attorney.

14 "Property" means anything that may be the subject of  
15 ownership, whether real or personal, or legal or equitable, or  
16 any interest or right therein.

17 "Record" means information that is inscribed on a tangible  
18 medium or that is stored in an electronic or other medium and is  
19 retrievable in perceivable form.

20 "Sign" means, with present intent to authenticate or adopt  
21 a record, to:

22 (1) Execute or adopt a tangible symbol; or



1           (2) Attach to or logically associate with the record an  
2           electronic sound, symbol, or process.

3           "State" means a state of the United States, the District of  
4 Columbia, Puerto Rico, the United States Virgin Islands, or any  
5 territory or insular possession subject to the jurisdiction of  
6 the United States.

7           "Stocks and bonds" means stocks, bonds, mutual funds, and  
8 all other types of securities and financial instruments, whether  
9 held directly, indirectly, or in any other manner. The term  
10 does not include commodity futures contracts and call or put  
11 options on stocks or stock indexes.

12           § -2 Applicability. This chapter applies to all powers  
13 of attorney except:

14           (1) A power to the extent it is coupled with an interest  
15           in the subject of the power, including a power given  
16           to or for the benefit of a creditor in connection with  
17           a credit transaction;

18           (2) A power to make health care decisions;

19           (3) A proxy or other delegation to exercise voting rights  
20           or management rights with respect to an entity; and



1           (4) A power created on a form prescribed by a government  
2                   or governmental subdivision, agency, or  
3                   instrumentality for a governmental purpose.

4           § -3 Power of attorney. (a) A power of attorney  
5 created under this chapter is durable unless it expressly  
6 provides that it is terminated by the incapacity of the  
7 principal.

8           (b) A power of attorney must be signed by the principal or  
9 in the principal's conscious presence by another individual  
10 directed by the principal to sign the principal's name on the  
11 power of attorney. A signature on a power of attorney is  
12 presumed to be genuine if the principal acknowledges the  
13 signature before a notary public or other individual authorized  
14 by law to take acknowledgments.

15           (c) A power of attorney executed in Hawaii on or after  
16 January 1, 2015, is valid if its execution complied with the law  
17 of this State as it existed at the time of execution.

18           (d) A power of attorney executed outside of Hawaii is  
19 valid in this State if, when the power of attorney was executed,  
20 the execution complied with:



1           (1) The law of the jurisdiction that determines the  
2           meaning and effect of the power of attorney pursuant  
3           to subsection (f); or

4           (2) The requirements for a military power of attorney  
5           pursuant to title 10 U.S.C. section 1044b, as amended.

6           (e) Except as otherwise provided by statute other than  
7 this chapter, a photocopy or electronically transmitted copy of  
8 an original power of attorney has the same effect as the  
9 original.

10          (f) The meaning and effect of a power of attorney is  
11 determined by the law of the jurisdiction indicated in the power  
12 of attorney and, in the absence of an indication of  
13 jurisdiction, by the law of the jurisdiction in which the power  
14 of attorney was executed.

15          §   -4   Nomination of conservator or guardian; relation of  
16 agent to court-appointed fiduciary. (a) In a power of  
17 attorney, a principal may nominate a conservator or guardian of  
18 the principal's estate, or conservator or guardian of the  
19 principal's person for consideration by the court if protective  
20 proceedings for the principal's estate or person are begun after  
21 the principal executes the power of attorney. Except for good  
22 cause shown or disqualification, the court shall make its



1 appointment in accordance with the principal's most recent  
2 nomination.

3 (b) If, after a principal executes a power of attorney, a  
4 court appoints a guardian of the principal's estate or other  
5 fiduciary charged with the management of some or all of the  
6 principal's property, the agent shall be accountable to the  
7 fiduciary as well as to the principal. The power of attorney is  
8 not terminated and the agent's authority continues unless  
9 limited, suspended, or terminated by the court.

10 § -5 Effective date of power of attorney. (a) A power  
11 of attorney is effective when executed unless the principal  
12 provides in the power of attorney that it becomes effective at a  
13 future date or upon the occurrence of a future event or  
14 contingency.

15 (b) If a power of attorney becomes effective upon the  
16 occurrence of a future event or contingency, the principal, in  
17 the power of attorney, may authorize one or more persons to  
18 determine in a writing or other record that the event or  
19 contingency has occurred.

20 (c) If a power of attorney becomes effective upon the  
21 principal's incapacity and the principal has not authorized a  
22 person to determine whether the principal is incapacitated, or



1 the person authorized is unable or unwilling to make the  
2 determination, the power of attorney becomes effective upon a  
3 determination in a writing or other record by:

4 (1) A physician or licensed psychologist that the  
5 principal has an impairment in the ability to receive  
6 and evaluate information or make or communicate  
7 decisions even with the use of technological  
8 assistance; or

9 (2) An attorney at law, a judge, or an appropriate  
10 governmental official that the principal is  
11 incapacitated.

12 (d) A person authorized by the principal in the power of  
13 attorney to determine that the principal is incapacitated may  
14 act as the principal's personal representative pursuant to the  
15 Health Insurance Portability and Accountability Act, Sections  
16 1171 through 1179 of the Social Security Act, title 42 U.S.C.  
17 section 1320d, as amended, and applicable regulations, to obtain  
18 access to the principal's health care information and  
19 communicate with the principal's health care provider.

20 § -6 Termination of power of attorney or agent's  
21 authority. . (a) A power of attorney terminates when:

22 (1) The principal dies;





- 1           (2) The principal becomes incapacitated, if the power of
- 2           attorney is not durable;
- 3           (3) The principal revokes the power of attorney;
- 4           (4) The power of attorney provides that it terminates;
- 5           (5) The purpose of the power of attorney is accomplished;
- 6           or
- 7           (6) The principal revokes the agent's authority or the
- 8           agent dies, becomes incapacitated, or resigns, and the
- 9           power of attorney does not provide for another agent
- 10          to act under the power of attorney.
- 11          (b) An agent's authority terminates when:
- 12          (1) The principal revokes the authority;
- 13          (2) The agent dies, becomes incapacitated, or resigns;
- 14          (3) An action is filed for the dissolution or annulment of
- 15          the agent's marriage to the principal or their legal
- 16          separation, unless the power of attorney otherwise
- 17          provides; or
- 18          (4) The power of attorney terminates.
- 19          (c) Unless the power of attorney otherwise provides, an
- 20          agent's authority is exercisable until the authority terminates
- 21          under subsection (b), notwithstanding a lapse of time since the
- 22          execution of the power of attorney.



1           (d) Termination of an agent's authority or of a power of  
2 attorney is not effective as to the agent or another person  
3 that, without actual knowledge of the termination, acts in good  
4 faith under the power of attorney. An act so performed, unless  
5 otherwise invalid or unenforceable, binds the principal and the  
6 principal's successors in interest.

7           (e) Incapacity of the principal of a power of attorney  
8 that is not durable does not revoke or terminate the power of  
9 attorney as to an agent or other person that, without actual  
10 knowledge of the incapacity, acts in good faith under the power  
11 of attorney. An act so performed, unless otherwise invalid or  
12 unenforceable, binds the principal and the principal's  
13 successors in interest.

14           (f) The execution of a power of attorney does not revoke a  
15 power of attorney previously executed by the principal unless  
16 the subsequent power of attorney provides that the previous  
17 power of attorney is revoked or that all other powers of  
18 attorney are revoked.

19           § -7 Co-agents and successor agents. (a) A principal  
20 may designate two or more persons to act as co-agents. Unless  
21 the power of attorney otherwise provides, each co-agent may  
22 exercise its authority independently.



1 (b) A principal may designate one or more successor agents  
2 to act if an agent resigns, dies, becomes incapacitated, is not  
3 qualified to serve, or declines to serve. A principal may grant  
4 authority to designate one or more successor agents to an agent  
5 or other person designated by name, office, or function. Unless  
6 the power of attorney otherwise provides, a successor agent:

7 (1) Has the same authority as that granted to the original  
8 agent; and

9 (2) May not act until all predecessor agents have  
10 resigned, died, become incapacitated, are no longer  
11 qualified to serve, or have declined to serve.

12 (c) Except as otherwise provided in the power of attorney  
13 and subsection (d), an agent that does not participate in or  
14 conceal a breach of fiduciary duty committed by another agent,  
15 including a predecessor agent, is not liable for the actions of  
16 the other agent.

17 (d) An agent that has actual knowledge of a breach or  
18 imminent breach of fiduciary duty by another agent shall notify  
19 the principal and, if the principal is incapacitated, take any  
20 action reasonably appropriate in the circumstances to safeguard  
21 the principal's best interest. An agent that fails to notify  
22 the principal or take action as required by this subsection is



1 liable for the reasonably foreseeable damages that could have  
2 been avoided if the agent had notified the principal or taken  
3 such action.

4 § -8 Reimbursement and compensation of agent. Unless  
5 the power of attorney otherwise provides, an agent is entitled  
6 to reimbursement of expenses reasonably incurred on behalf of  
7 the principal and to compensation that is reasonable under the  
8 circumstances.

9 § -9 Agent's acceptance. Except as otherwise provided  
10 in the power of attorney, a person accepts appointment as an  
11 agent under a power of attorney by exercising authority or  
12 performing duties as an agent or by any other assertion or  
13 conduct indicating acceptance.

14 § -10 Agent's duties. (a) Notwithstanding provisions  
15 in the power of attorney, an agent that has accepted appointment  
16 shall:

- 17 (1) Act in accordance with the principal's reasonable  
18 expectations to the extent actually known by the agent  
19 and, otherwise, in the principal's best interest;
- 20 (2) Act in good faith; and
- 21 (3) Act only within the scope of authority granted in the  
22 power of attorney.

- 1           (b) Except as otherwise provided in the power of attorney,  
2 an agent that has accepted appointment shall:
- 3           (1) Act loyally for the principal's benefit;
- 4           (2) Act so as not to create a conflict of interest that  
5           impairs the agent's ability to act impartially in the  
6           principal's best interest;
- 7           (3) Act with the care, competence, and diligence  
8           ordinarily exercised by agents in similar  
9           circumstances;
- 10          (4) Keep a record of all receipts, disbursements, and  
11          transactions made on behalf of the principal;
- 12          (5) Cooperate with a person that has authority to make  
13          health care decisions for the principal to carry out  
14          the principal's reasonable expectations to the extent  
15          actually known by the agent and, otherwise, act in the  
16          principal's best interest; and
- 17          (6) Attempt to preserve the principal's estate plan, to  
18          the extent actually known by the agent, if preserving  
19          the plan is consistent with the principal's best  
20          interest based on all relevant factors, including:
- 21           (A) The value and nature of the principal's property;



1           (B) The principal's foreseeable obligations and need  
2           for maintenance;

3           (C) Minimization of taxes, including income, estate,  
4           inheritance, generation-skipping transfer, and  
5           gift taxes; and

6           (D) Eligibility for a benefit, a program, or  
7           assistance under a statute or regulation.

8           (c) An agent that acts in good faith is not liable to any  
9           beneficiary of the principal's estate plan for failure to  
10          preserve the plan.

11          (d) An agent that acts with care, competence, and  
12          diligence for the best interest of the principal is not liable  
13          solely because the agent also benefits from the act or has an  
14          individual or conflicting interest in relation to the property  
15          or affairs of the principal.

16          (e) If an agent is selected by the principal because of  
17          special skills or expertise possessed by the agent or in  
18          reliance on the agent's representation that the agent has  
19          special skills or expertise, the special skills or expertise  
20          must be considered in determining whether the agent has acted  
21          with care, competence, and diligence under the circumstances.



1 (f) Absent a breach of duty to the principal, an agent is  
2 not liable if the value of the principal's property declines.

3 (g) An agent that exercises authority to delegate to  
4 another person the authority granted by the principal or that  
5 engages another person on behalf of the principal is not liable  
6 for an act, error of judgment, or default of that person if the  
7 agent exercises care, competence, and diligence in selecting and  
8 monitoring the person.

9 (h) Except as otherwise provided in the power of attorney,  
10 an agent is not required to disclose receipts, disbursements, or  
11 transactions conducted on behalf of the principal unless ordered  
12 by a court or requested by the principal, a guardian, a  
13 conservator, another fiduciary acting for the principal, a  
14 governmental agency having authority to protect the welfare of  
15 the principal, or, upon the death of the principal, by the  
16 personal representative or successor in interest of the  
17 principal's estate. If so requested, within thirty days the  
18 agent shall comply with the request or provide a writing or  
19 other record substantiating why additional time is needed and  
20 shall comply with the request within an additional thirty days.

21 § -11 Exoneration of agent. A provision in a power of  
22 attorney relieving an agent of liability for breach of duty is



1 binding on the principal and the principal's successors in  
2 interest except to the extent the provision:

3 (1) Relieves the agent of liability for breach of duty  
4 committed dishonestly, with an improper motive, or  
5 with reckless indifference to the purposes of the  
6 power of attorney or the best interest of the  
7 principal; or

8 (2) Was inserted as a result of an abuse of a confidential  
9 or fiduciary relationship with the principal.

10 § -12 Judicial relief. (a) The following persons may  
11 petition a court to construe a power of attorney or review the  
12 agent's conduct, and grant appropriate relief:

13 (1) The principal or the agent;

14 (2) A guardian, conservator, or other fiduciary acting for  
15 the principal;

16 (3) A person authorized to make health care decisions for  
17 the principal;

18 (4) The principal's spouse, parent, or descendant;

19 (5) An individual who would qualify as a presumptive heir  
20 of the principal;

21 (6) A person named as a beneficiary to receive any  
22 property, benefit, or contractual right on the





1 principal's death or as a beneficiary of a trust  
2 created by or for the principal that has a financial  
3 interest in the principal's estate;

4 (7) A governmental agency having regulatory authority to  
5 protect the welfare of the principal;

6 (8) The principal's caregiver or another person that  
7 demonstrates sufficient interest in the principal's  
8 welfare; and

9 (9) A person asked to accept the power of attorney.

10 (b) Upon motion by the principal, the court shall dismiss  
11 a petition filed under this section, unless the court finds that  
12 the principal lacks capacity to revoke the agent's authority or  
13 the power of attorney.

14 § -13 Agent's liability. An agent that violates this  
15 chapter is liable to the principal or the principal's successors  
16 in interest for the amount required to:

17 (1) Restore the value of the principal's property to what  
18 it would have been had the violation not occurred; and

19 (2) Reimburse the principal or the principal's successors  
20 in interest for the attorney's fees and costs paid on  
21 the agent's behalf.



1           §   -14   Agent's resignation; notice. Unless the power of  
2 attorney provides a different method for an agent's resignation,  
3 an agent may resign by giving notice to the principal and, if  
4 the principal is incapacitated:

- 5           (1) To the conservator or guardian, if one has been
- 6                 appointed for the principal, and a co-agent or
- 7                 successor agent; or
- 8           (2) If there is no person described in paragraph (1), to:
- 9                 (A) The principal's caregiver;
- 10                (B) Another person reasonably believed by the agent
- 11                to have sufficient interest in the principal's
- 12                welfare; or
- 13                (C) A governmental agency having authority to protect
- 14                the welfare of the principal.

15           §   -15   Acceptance of and reliance upon acknowledged power  
16 of attorney. (a) For purposes of this section and section

17           -16, "acknowledged" means purportedly verified before a  
18 notary public or other individual authorized to take  
19 acknowledgements.

20           (b) A person that in good faith accepts an acknowledged  
21 power of attorney without actual knowledge that the signature is



1 not genuine may rely upon the presumption under section -3(b)  
2 that the signature is genuine.

3 (c) A person that in good faith accepts an acknowledged  
4 power of attorney without actual knowledge that the power of  
5 attorney is void, invalid, or terminated, that the purported  
6 agent's authority is void, invalid, or terminated, or that the  
7 agent is exceeding or improperly exercising the agent's  
8 authority may rely upon the power of attorney as if the power of  
9 attorney were genuine, valid and still in effect, the agent's  
10 authority were genuine, valid and still in effect, and the agent  
11 had not exceeded and had properly exercised the authority.

12 (d) A person that is asked to accept an acknowledged power  
13 of attorney may request, and rely upon, without further  
14 investigation:

15 (1) An agent's certification under penalty of perjury of  
16 any factual matter concerning the principal, agent, or  
17 power of attorney;

18 (2) An English translation of the power of attorney if the  
19 power of attorney contains, in whole or in part,  
20 language other than English; and

21 (3) An opinion of counsel as to any matter of law  
22 concerning the power of attorney if the person making



1           the request provides in a writing or other record the  
2           reason for the request.

3           (e) An English translation or an opinion of counsel  
4 requested under this section must be provided at the principal's  
5 expense unless the request is made more than seven business days  
6 after the power of attorney is presented for acceptance.

7           (f) For purposes of this section and section     -16, a  
8 person that conducts activities through employees is without  
9 actual knowledge of a fact relating to a power of attorney, a  
10 principal, or an agent if the employee conducting the  
11 transaction involving the power of attorney is without actual  
12 knowledge of the fact.

13           §   -16   Liability for refusal to accept acknowledged power  
14 of attorney. (a) Except as otherwise provided in subsection  
15 (b):

16           (1) A person shall either accept an acknowledged power of  
17 attorney or request a certification, a translation, or  
18 an opinion of counsel under section     -15(d) no later  
19 than seven business days after presentation of the  
20 power of attorney for acceptance;

21           (2) If a person requests a certification, a translation,  
22 or an opinion of counsel under section     -15(d), the



1 person shall accept the power of attorney no later  
2 than five business days after receipt of the  
3 certification, translation, or opinion of counsel; and

4 (3) A person may not require an additional or different  
5 form of power of attorney for authority granted in the  
6 power of attorney presented.

7 (b) A person is not required to accept an acknowledged  
8 power of attorney if:

9 (1) The person is not otherwise required to engage in a  
10 transaction with the principal in the same  
11 circumstances;

12 (2) Engaging in a transaction with the agent or the  
13 principal in the same circumstances would be  
14 inconsistent with federal law;

15 (3) The person has actual knowledge of the termination of  
16 the agent's authority or of the power of attorney  
17 before exercise of the power;

18 (4) A request for a certification, a translation, or an  
19 opinion of counsel under section -15(d) is refused;

20 (5) The person in good faith believes that the power is  
21 not valid or that the agent does not have the  
22 authority to perform the act requested, whether or not



1 a certification, a translation, or an opinion of  
2 counsel under section -15(d) has been requested or  
3 provided; or

4 (6) The person makes, or has actual knowledge that another  
5 person has made, a report to the adult protective and  
6 community services branch of the department of human  
7 services stating a good faith belief that the  
8 principal may be subject to physical or financial  
9 abuse, neglect, exploitation, or abandonment by the  
10 agent or a person acting for or with the agent.

11 (c) A person that refuses to accept an acknowledged power  
12 of attorney in violation of this section is subject to:

13 (1) A court order mandating acceptance of the power of  
14 attorney; and

15 (2) Liability for reasonable attorney's fees and costs  
16 incurred in any action or proceeding that confirms the  
17 validity of the power of attorney or mandates  
18 acceptance of the power of attorney.

19 § -17 Principles of law and equity. Unless displaced by  
20 a provision of this chapter, the principles of law and equity  
21 supplement this chapter.





1           (6) Waive the principal's right to be a beneficiary of a  
2                   joint and survivor annuity, including a survivor  
3                   benefit under a retirement plan; or

4           (7) Exercise fiduciary powers that the principal has  
5                   authority to delegate.

6           (b) Notwithstanding a grant of authority to do an act  
7 described in subsection (a), unless the power of attorney  
8 otherwise provides, an agent that is not an ancestor, spouse, or  
9 descendant of the principal, may not exercise authority under a  
10 power of attorney to create in the agent, or in an individual to  
11 whom the agent owes a legal obligation of support, an interest  
12 in the principal's property, whether by gift, right of  
13 survivorship, beneficiary designation, disclaimer, or otherwise.

14           (c) Subject to subsections (a), (b), (d), and (e), if a  
15 power of attorney grants to an agent authority to do all acts  
16 that a principal could do, the agent has the general authority  
17 described in sections     -34 through     -46.

18           (d) Unless the power of attorney otherwise provides, a  
19 grant of authority to make a gift is subject to section     -47.

20           (e) Subject to subsections (a), (b), and (d), if the  
21 subjects over which authority is granted in a power of attorney  
22 are similar or overlap, the broadest authority controls.





1           (f) Authority granted in a power of attorney is  
2     exercisable with respect to property that the principal has when  
3     the power of attorney is executed or acquires later, whether or  
4     not the property is located in this state and whether or not the  
5     authority is exercised or the power of attorney is executed in  
6     this state.

7           (g) An act performed by an agent pursuant to a power of  
8     attorney has the same effect and inures to the benefit of and  
9     binds the principal and the principal's successors in interest  
10    as if the principal had performed the act.

11          §   -32   **Incorporation of authority.** (a) An agent has  
12    authority described in this part if the power of attorney refers  
13    to general authority with respect to the descriptive term for  
14    the subjects stated in sections   -34 through   -47 or cites  
15    the section in which the authority is described.

16          (b) A reference in a power of attorney to general  
17    authority with respect to the descriptive term for a subject in  
18    sections   -34 through   -47 or a citation to a section of  
19    sections   -34 through   -47 incorporates the entire section  
20    as if it were set out in full in the power of attorney.

21          (c) A principal may modify authority incorporated by  
22    reference.



1           §   -33   Construction of authority generally.   Except as  
2 otherwise provided in the power of attorney, by executing a  
3 power of attorney that incorporates by reference a subject  
4 described in sections   -34 through   -47 or that grants to an  
5 agent authority to do all acts that a principal could do  
6 pursuant to section   -34(c), a principal authorizes the agent,  
7 with respect to that subject, to:

8           (1)   Demand, receive, and obtain by litigation or  
9                otherwise, money or another thing of value to which  
10              the principal is, may become, or claims to be  
11              entitled, and conserve, invest, disburse, or use  
12              anything so received or obtained for the purposes  
13              intended;

14          (2)   Contract in any manner with any person, on terms  
15                agreeable to the agent, to accomplish a purpose of a  
16                transaction and perform, rescind, cancel, terminate,  
17                reform, restate, release, or modify the contract or  
18                another contract made by or on behalf of the  
19                principal;

20          (3)   Execute, acknowledge, seal, deliver, file, or record  
21                any instrument or communication the agent considers  
22                desirable to accomplish a purpose of a transaction,



- 1 including creating at any time a schedule listing some  
2 or all of the principal's property and attaching it to  
3 the power of attorney;
- 4 (4) Initiate, participate in, submit to alternative  
5 dispute resolution, settle, oppose, or propose or  
6 accept a compromise with respect to a claim existing  
7 in favor of or against the principal or intervene in  
8 litigation relating to the claim;
- 9 (5) Seek on the principal's behalf the assistance of a  
10 court or other governmental agency to carry out an act  
11 authorized in the power of attorney;
- 12 (6) Engage, compensate, and discharge an attorney,  
13 accountant, discretionary investment manager, expert  
14 witness, or other advisor;
- 15 (7) Prepare, execute, and file a record, report, or other  
16 document to safeguard or promote the principal's  
17 interest under a statute or regulation;
- 18 (8) Communicate with any representative or employee of a  
19 government or governmental subdivision, agency, or  
20 instrumentality, on behalf of the principal;



1           (9) Access communications intended for, and communicate on  
2           behalf of the principal, whether by mail, electronic  
3           transmission, telephone, or other means; and

4           (10) Do any lawful act with respect to the subject and all  
5           property related to the subject.

6           § -34 Real property. Unless the power of attorney  
7 otherwise provides, language in a power of attorney granting  
8 general authority with respect to real property authorizes the  
9 agent to:

10           (1) Demand, buy, lease, receive, accept as a gift or as  
11           security for an extension of credit, or otherwise  
12           acquire or reject an interest in real property or a  
13           right incident to real property;

14           (2) Sell; exchange; convey with or without covenants,  
15           representations, or warranties; quitclaim; release;  
16           surrender; retain title for security; encumber;  
17           partition; consent to partitioning; subject to an  
18           easement or covenant; subdivide; apply for zoning or  
19           other governmental permits; plat or consent to  
20           platting; develop; grant an option concerning; lease;  
21           sublease; contribute to an entity in exchange for an  
22           interest in that entity; or otherwise grant or dispose



1 of an interest in real property or a right incident to  
2 real property;

3 (3) Pledge or mortgage an interest in real property or  
4 right incident to real property as security to borrow  
5 money or pay, renew, or extend the time of payment of  
6 a debt of the principal or a debt guaranteed by the  
7 principal;

8 (4) Release, assign, satisfy, or enforce by litigation or  
9 otherwise a mortgage, deed of trust, conditional sale  
10 contract, encumbrance, lien, or other claim to real  
11 property which exists or is asserted;

12 (5) Manage or conserve an interest in real property or a  
13 right incident to real property owned or claimed to be  
14 owned by the principal, including:

15 (A) Insuring against liability or casualty or other  
16 loss;

17 (B) Obtaining or regaining possession of or  
18 protecting the interest or right by litigation or  
19 otherwise;

20 (C) Paying, assessing, compromising, or contesting  
21 taxes or assessments or applying for and  
22 receiving refunds in connection with them; and



- 1           (D) Purchasing supplies, hiring assistance or labor,
- 2                   and making repairs or alterations to the real
- 3                   property;
- 4       (6) Use, develop, alter, replace, remove, erect, or
- 5           install structures or other improvements upon real
- 6           property in or incident to which the principal has, or
- 7           claims to have, an interest or right;
- 8       (7) Participate in a reorganization with respect to real
- 9           property or an entity that owns an interest in or
- 10           right incident to real property and receive, and hold,
- 11           and act with respect to stocks and bonds or other
- 12           property received in a plan of reorganization,
- 13           including:
- 14           (A) Selling or otherwise disposing of them;
- 15           (B) Exercising or selling an option, right of
- 16                   conversion, or similar right with respect to
- 17                   them; and
- 18           (C) Exercising any voting rights in person or by
- 19                   proxy;
- 20       (8) Change the form of title of an interest in or right
- 21           incident to real property; and

1           (9) Dedicate to public use, with or without consideration,  
2           easements or other real property in which the  
3           principal has, or claims to have, an interest.

4           § -35 Tangible personal property. Unless the power of  
5 attorney otherwise provides, language in a power of attorney  
6 granting general authority with respect to tangible personal  
7 property authorizes the agent to:

8           (1) Demand, buy, receive, accept as a gift or as security  
9           for an extension of credit, or otherwise acquire or  
10          reject ownership or possession of tangible personal  
11          property or an interest in tangible personal property;

12          (2) Sell; exchange; convey with or without covenants,  
13          representations, or warranties; quitclaim; release;  
14          surrender; create a security interest in; grant  
15          options concerning; lease; sublease; or otherwise  
16          dispose of tangible personal property or an interest  
17          in tangible personal property;

18          (3) Grant a security interest in tangible personal  
19          property or an interest in tangible personal property  
20          as security to borrow money or pay, renew, or extend  
21          the time of payment of a debt of the principal or a  
22          debt guaranteed by the principal;



- 1           (4) Release, assign, satisfy, or enforce by litigation or  
2           otherwise, a security interest, lien, or other claim  
3           on behalf of the principal, with respect to tangible  
4           personal property or an interest in tangible personal  
5           property;
- 6           (5) Manage or conserve tangible personal property or an  
7           interest in tangible personal property on behalf of  
8           the principal, including:
  - 9           (A) Insuring against liability or casualty or other  
10           loss;
  - 11           (B) Obtaining or regaining possession of or  
12           protecting the property or interest, by  
13           litigation or otherwise;
  - 14           (C) Paying, assessing, compromising, or contesting  
15           taxes or assessments or applying for and  
16           receiving refunds in connection with taxes or  
17           assessments;
  - 18           (D) Moving the property from place to place;
  - 19           (E) Storing the property for hire or on a gratuitous  
20           bailment; and
  - 21           (F) Using and making repairs, alterations, or  
22           improvements to the property; and





1           (6) Change the form of title of an interest in tangible  
2           personal property.

3           § -36 **Stocks and bonds.** Unless the power of attorney  
4 otherwise provides, language in a power of attorney granting  
5 general authority with respect to stocks and bonds authorizes  
6 the agent to:

- 7           (1) Buy, sell, and exchange stocks and bonds;
- 8           (2) Establish, continue, modify, or terminate an account  
9           with respect to stocks and bonds;
- 10          (3) Pledge stocks and bonds as security to borrow, pay,  
11          renew, or extend the time of payment of a debt of the  
12          principal;
- 13          (4) Receive certificates and other evidences of ownership  
14          with respect to stocks and bonds; and
- 15          (5) Exercise voting rights with respect to stocks and  
16          bonds in person or by proxy, enter into voting trusts,  
17          and consent to limitations on the right to vote.

18          § -37 **Commodities and options.** Unless the power of  
19 attorney otherwise provides, language in a power of attorney  
20 granting general authority with respect to commodities and  
21 options authorizes the agent to:



1           (1) Buy, sell, exchange, assign, settle, and exercise  
2           commodity futures contracts and call or put options on  
3           stocks or stock indexes traded on a regulated option  
4           exchange; and

5           (2) Establish, continue, modify, and terminate option  
6           accounts.

7           § -38 Banks and other financial institutions. Unless  
8           the power of attorney otherwise provides, language in a power of  
9           attorney granting general authority with respect to banks and  
10          other financial institutions authorizes the agent to:

11          (1) Continue, modify, and terminate an account or other  
12          banking arrangement made by or on behalf of the  
13          principal;

14          (2) Establish, modify, and terminate an account or other  
15          banking arrangement with a bank, trust company,  
16          savings and loan association, credit union, thrift  
17          company, brokerage firm, or other financial  
18          institution selected by the agent;

19          (3) Contract for services available from a financial  
20          institution, including renting a safe deposit box or  
21          space in a vault;



- 1           (4) Withdraw, by check, order, electronic funds transfer,  
2           or otherwise, money or property of the principal  
3           deposited with or left in the custody of a financial  
4           institution;
- 5           (5) Receive statements of account, vouchers, notices, and  
6           similar documents from a financial institution and act  
7           with respect to them;
- 8           (6) Enter a safe deposit box or vault and withdraw or add  
9           to the contents;
- 10          (7) Borrow money and pledge as security personal property  
11          of the principal necessary to borrow money or pay,  
12          renew, or extend the time of payment of a debt of the  
13          principal or a debt guaranteed by the principal;
- 14          (8) Make, assign, draw, endorse, discount, guarantee, and  
15          negotiate promissory notes, checks, drafts, and other  
16          negotiable or nonnegotiable paper of the principal or  
17          payable to the principal or the principal's order,  
18          transfer money, receive the cash or other proceeds of  
19          those transactions, and accept a draft drawn by a  
20          person upon the principal and pay it when due;
- 21          (9) Receive for the principal and act upon a sight draft,  
22          warehouse receipt, or other document of title whether



- 1           tangible or electronic, or other negotiable or
- 2           nonnegotiable instrument;
- 3       (10) Apply for, receive, and use letters of credit, credit
- 4           and debit cards, electronic transaction
- 5           authorizations, and traveler's checks from a financial
- 6           institution and give an indemnity or other agreement
- 7           in connection with letters of credit; and
- 8       (11) Consent to an extension of the time of payment with
- 9           respect to commercial paper or a financial transaction
- 10          with a financial institution.

11       § -39 Operation of entity or business. Subject to the

12 terms of a document or an agreement governing an entity or an

13 entity ownership interest, and unless the power of attorney

14 otherwise provides, language in a power of attorney granting

15 general authority with respect to operation of an entity or

16 business authorizes the agent to:

- 17       (1) Operate, buy, sell, enlarge, reduce, or terminate an
- 18           ownership interest;
- 19       (2) Perform a duty or discharge a liability and exercise
- 20           in person or by proxy a right, power, privilege, or
- 21           option that the principal has, may have, or claims to
- 22           have;



- 1           (3) Enforce the terms of an ownership agreement;
- 2           (4) Initiate, participate in, submit to alternative
- 3           dispute resolution, settle, oppose, or propose or
- 4           accept a compromise with respect to litigation to
- 5           which the principal is a party because of an ownership
- 6           interest;
- 7           (5) Exercise in person or by proxy, or enforce by
- 8           litigation or otherwise, a right, power, privilege, or
- 9           option the principal has or claims to have as the
- 10          holder of stocks and bonds;
- 11          (6) Initiate, participate in, submit to alternative
- 12          dispute resolution, settle, oppose, or propose or
- 13          accept a compromise with respect to litigation to
- 14          which the principal is a party concerning stocks and
- 15          bonds;
- 16          (7) With respect to an entity or business owned solely by
- 17          the principal:
- 18            (A) Continue, modify, renegotiate, extend, and
- 19            terminate a contract made by or on behalf of the
- 20            principal with respect to the entity or business
- 21            before execution of the power of attorney;
- 22            (B) Determine:



- 1                   (i) The location of its operation;
- 2                   (ii) The nature and extent of its business;
- 3                   (iii) The methods of manufacturing, selling,
- 4                                 merchandising, financing, accounting, and
- 5                                 advertising employed in its operation;
- 6                   (iv) The amount and types of insurance carried;
- 7                                 and
- 8                   (v) The mode of engaging, compensating, and
- 9                                 dealing with its employees and accountants,
- 10                                 attorneys, or other advisors;
- 11                 (C) Change the name or form of organization under
- 12                                 which the entity or business is operated and
- 13                                 enter into an ownership agreement with other
- 14                                 persons to take over all or part of the operation
- 15                                 of the entity or business; and
- 16                 (D) Demand and receive money due or claimed by the
- 17                                 principal or on the principal's behalf in the
- 18                                 operation of the entity or business and control
- 19                                 and disburse the money in the operation of the
- 20                                 entity or business;
- 21                 (8) Put additional capital into an entity or business in
- 22                                 which the principal has an interest;



- 1           (9)   Join in a plan of reorganization, consolidation,  
2                   conversion, domestication, or merger of the entity or  
3                   business;
- 4           (10)   Sell or liquidate all or part of an entity or  
5                   business;
- 6           (11)   Establish the value of an entity or business under a  
7                   buy-out agreement to which the principal is a party;
- 8           (12)   Prepare, sign, file, and deliver reports, compilations  
9                   of information, returns, or other papers with respect  
10                  to an entity or business and make related payments;  
11                  and
- 12           (13)   Pay, compromise, or contest taxes, assessments, fines,  
13                   or penalties and perform any other act to protect the  
14                   principal from illegal or unnecessary taxation,  
15                   assessments, fines, or penalties, with respect to an  
16                   entity or business, including attempts to recover, in  
17                   any manner permitted by law, money paid before or  
18                   after the execution of the power of attorney.

19           §   -40   Insurance and annuities. Unless the power of  
20 attorney otherwise provides, language in a power of attorney  
21 granting general authority with respect to insurance and  
22 annuities authorizes the agent to:



- 1           (1) Continue, pay the premium or make a contribution on,  
2           modify, exchange, rescind, release, or terminate a  
3           contract procured by or on behalf of the principal  
4           which insures or provides an annuity to either the  
5           principal or another person, whether or not the  
6           principal is a beneficiary under the contract;
- 7           (2) Procure new, different, and additional contracts of  
8           insurance and annuities for the principal and the  
9           principal's spouse, children, and other dependents,  
10          and select the amount, type of insurance or annuity,  
11          and mode of payment;
- 12          (3) Pay the premium or make a contribution on, modify,  
13          exchange, rescind, release, or terminate a contract of  
14          insurance or annuity procured by the agent;
- 15          (4) Apply for and receive a loan secured by a contract of  
16          insurance or annuity;
- 17          (5) Surrender and receive the cash surrender value on a  
18          contract of insurance or annuity;
- 19          (6) Exercise an election;
- 20          (7) Exercise investment powers available under a contract  
21          of insurance or annuity;





- 1           (8) Change the manner of paying premiums on a contract of
- 2           insurance or annuity;
- 3           (9) Change or convert the type of insurance or annuity
- 4           with respect to which the principal has or claims to
- 5           have authority described in this section;
- 6           (10) Apply for and procure a benefit or assistance under a
- 7           statute or regulation to guarantee or pay premiums of
- 8           a contract of insurance on the life of the principal;
- 9           (11) Collect, sell, assign, hypothecate, borrow against, or
- 10          pledge the interest of the principal in a contract of
- 11          insurance or annuity;
- 12          (12) Select the form and timing of the payment of proceeds
- 13          from a contract of insurance or annuity; and
- 14          (13) Pay, from proceeds or otherwise; compromise or
- 15          contest; and apply for refunds in connection with a
- 16          tax or assessment levied by a taxing authority with
- 17          respect to a contract of insurance or annuity or its
- 18          proceeds or liability accruing by reason of the tax or
- 19          assessment.

20          § -41 Estates, trusts, and other beneficial interests.

- 21       (a) In this section, "estate, trust, or other beneficial
- 22       interest" means a trust, probate estate, guardianship,



1 conservatorship, escrow, or custodianship or a fund from which  
2 the principal is, may become, or claims to be, entitled to a  
3 share or payment.

4 (b) Unless the power of attorney otherwise provides,  
5 language in a power of attorney granting general authority with  
6 respect to estates, trusts, and other beneficial interests  
7 authorizes the agent to:

8 (1) Accept, receive, receipt for, sell, assign, pledge, or  
9 exchange a share in or payment from an estate, trust,  
10 or other beneficial interest;

11 (2) Demand or obtain money or another thing of value to  
12 which the principal is, may become, or claims to be,  
13 entitled by reason of an estate, trust, or other  
14 beneficial interest, by litigation or otherwise;

15 (3) Exercise for the benefit of the principal a presently  
16 exercisable general power of appointment held by the  
17 principal;

18 (4) Initiate, participate in, submit to alternative  
19 dispute resolution, settle, oppose, or propose or  
20 accept a compromise with respect to litigation to  
21 ascertain the meaning, validity, or effect of a deed,



- 1 will, declaration of trust, or other instrument or  
2 transaction affecting the interest of the principal;
- 3 (5) Initiate, participate in, submit to alternative  
4 dispute resolution, settle, oppose, or propose or  
5 accept a compromise with respect to litigation to  
6 remove, substitute, or surcharge a fiduciary;
- 7 (6) Conserve, invest, disburse, or use anything received  
8 for an authorized purpose;
- 9 (7) Transfer an interest of the principal in real  
10 property, stocks and bonds, accounts with financial  
11 institutions or securities intermediaries, insurance,  
12 annuities, and other property to the trustee of a  
13 revocable trust created by the principal as settlor;  
14 and
- 15 (8) Reject, renounce, disclaim, release, or consent to a  
16 reduction in or modification of a share in or payment  
17 from an estate, trust, or other beneficial interest.

18 § -42 Claims and litigation. Unless the power of  
19 attorney otherwise provides, language in a power of attorney  
20 granting general authority with respect to claims and litigation  
21 authorizes the agent to:



- 1           (1) Assert and maintain before a court or administrative  
2           agency a claim, claim for relief, cause of action,  
3           counterclaim, offset, recoupment, or defense,  
4           including an action to recover property or other thing  
5           of value, recover damages sustained by the principal,  
6           eliminate or modify tax liability, or seek an  
7           injunction, specific performance, or other relief;
- 8           (2) Bring an action to determine adverse claims or  
9           intervene or otherwise participate in litigation;
- 10          (3) Seek an attachment, garnishment, order of arrest, or  
11          other preliminary, provisional, or intermediate relief  
12          and use an available procedure to effect or satisfy a  
13          judgment, order, or decree;
- 14          (4) Make or accept a tender, offer of judgment, or  
15          admission of facts, submit a controversy on an agreed  
16          statement of facts, consent to examination, and bind  
17          the principal in litigation;
- 18          (5) Submit to alternative dispute resolution, settle, and  
19          propose or accept a compromise;
- 20          (6) Waive the issuance and service of process upon the  
21          principal, accept service of process, appear for the  
22          principal, designate persons upon which process



1 directed to the principal may be served, execute and  
2 file or deliver stipulations on the principal's  
3 behalf, verify pleadings, seek appellate review,  
4 procure and give surety and indemnity bonds, contract  
5 and pay for the preparation and printing of records  
6 and briefs, receive, execute, and file or deliver a  
7 consent, waiver, release, confession of judgment,  
8 satisfaction of judgment, notice, agreement, or other  
9 instrument in connection with the prosecution,  
10 settlement, or defense of a claim or litigation;

11 (7) Act for the principal with respect to bankruptcy or  
12 insolvency, whether voluntary or involuntary,  
13 concerning the principal or some other person, or with  
14 respect to a reorganization, receivership, or  
15 application for the appointment of a receiver or  
16 trustee which affects an interest of the principal in  
17 property or other thing of value;

18 (8) Pay a judgment, award, or order against the principal  
19 or a settlement made in connection with a claim or  
20 litigation; and

21 (9) Receive money or other thing of value paid in  
22 settlement of or as proceeds of a claim or litigation.



1           §   -43 Personal and family maintenance. (a) Unless the  
2 power of attorney otherwise provides, language in a power of  
3 attorney granting general authority with respect to personal and  
4 family maintenance authorizes the agent to:

5           (1) Perform the acts necessary to maintain the customary  
6 standard of living of the principal, the principal's  
7 spouse, and the following individuals, whether living  
8 when the power of attorney is executed or later born:

9           (A) The principal's children;

10           (B) Other individuals legally entitled to be  
11 supported by the principal; and

12           (C) The individuals whom the principal has  
13 customarily supported or indicated the intent to  
14 support;

15           (2) Make periodic payments of child support and other  
16 family maintenance required by a court or governmental  
17 agency or an agreement to which the principal is a  
18 party;

19           (3) Provide living quarters for the individuals described  
20 in subsection (1) by:

21           (A) Purchase, lease, or other contract; or



- 1 (B) Paying the operating costs, including interest,  
2 amortization payments, repairs, improvements, and  
3 taxes, for premises owned by the principal or  
4 occupied by those individuals;
- 5 (4) Provide normal domestic help, usual vacations and  
6 travel expenses, and funds for shelter, clothing,  
7 food, appropriate education, including postsecondary  
8 and vocational education, and other current living  
9 costs for the individuals described in subsection (1);
- 10 (5) Pay expenses for necessary health care and custodial  
11 care on behalf of the individuals described in  
12 subsection (1);
- 13 (6) Act as the principal's personal representative  
14 pursuant to the Health Insurance Portability and  
15 Accountability Act, Sections 1171 through 1179 of the  
16 Social Security Act, title 42 U.S.C. section 1320d, as  
17 amended, and applicable regulations, in making  
18 decisions related to the past, present, or future  
19 payment for the provision of health care consented to  
20 by the principal or anyone authorized under the law of  
21 this state to consent to health care on behalf of the  
22 principal;



- 1           (7) Continue any provision made by the principal for  
2           automobiles or other means of transportation,  
3           including registering, licensing, insuring, and  
4           replacing them, for the individuals described in  
5           subsection (1);
- 6           (8) Maintain credit and debit accounts for the convenience  
7           of the individuals described in subsection (1) and  
8           open new accounts; and
- 9           (9) Continue payments incidental to the membership or  
10          affiliation of the principal in a religious  
11          institution, club, society, order, or other  
12          organization or to continue contributions to those  
13          organizations.
- 14          (b) Authority with respect to personal and family  
15 maintenance is neither dependent upon, nor limited by, authority  
16 that an agent may or may not have with respect to gifts under  
17 this chapter.

18          § -44 Benefits from governmental programs or civil or  
19 military service. (a) In this section, "benefits from  
20 governmental programs or civil or military service" means any  
21 benefit, program, or assistance provided under a statute or  
22 regulation, including Social Security, medicare, and medicaid.





1           (b) Unless the power of attorney otherwise provides,  
2 language in a power of attorney granting general authority with  
3 respect to benefits from governmental programs or civil or  
4 military service authorizes the agent to:

5           (1) Execute vouchers in the name of the principal for  
6 allowances and reimbursements payable by the United  
7 States or a foreign government or by a state or  
8 subdivision of a state to the principal, including  
9 allowances and reimbursements for transportation of  
10 the individuals described in subsection -43(a)(1),  
11 and for shipment of their household effects;

12           (2) Take possession and order the removal and shipment of  
13 property of the principal from a post, warehouse,  
14 depot, dock, or other place of storage or safekeeping,  
15 either governmental or private, and execute and  
16 deliver a release, voucher, receipt, bill of lading,  
17 shipping ticket, certificate, or other instrument for  
18 that purpose;

19           (3) Enroll in, apply for, select, reject, change, amend,  
20 or discontinue, on the principal's behalf, a benefit  
21 or program;



1           (4) Prepare, file, and maintain a claim of the principal  
2           for a benefit or assistance, financial or otherwise,  
3           to which the principal may be entitled under a statute  
4           or regulation;

5           (5) Initiate, participate in, submit to alternative  
6           dispute resolution, settle, oppose, or propose or  
7           accept a compromise with respect to litigation  
8           concerning any benefit or assistance the principal may  
9           be entitled to receive under a statute or regulation;  
10          and

11          (6) Receive the financial proceeds of a claim described in  
12          subsection (4) and conserve, invest, disburse, or use  
13          for a lawful purpose anything so received.

14          § -45 Retirement plans. (a) In this section,  
15 "retirement plan" means a plan or account created by an  
16 employer, the principal, or another individual to provide  
17 retirement benefits or deferred compensation of which the  
18 principal is a participant, beneficiary, or owner, including a  
19 plan or account under the following sections of the Internal  
20 Revenue Code:



- 1           (1) An individual retirement account under Internal  
2                   Revenue Code Section 408, title 26 U.S.C. section 408,  
3                   as amended;
- 4           (2) A Roth individual retirement account under Internal  
5                   Revenue Code Section 408A, title 26 U.S.C. section  
6                   408A, as amended;
- 7           (3) A deemed individual retirement account under Internal  
8                   Revenue Code Section 408(q), title 26 U.S.C. section  
9                   408(q), as amended;
- 10          (4) An annuity or mutual fund custodial account under  
11                   Internal Revenue Code Section 403(b), title 26 U.S.C.  
12                   section 403(b), as amended;
- 13          (5) A pension, profit-sharing, stock bonus, or other  
14                   retirement plan qualified under Internal Revenue Code  
15                   Section 401(a), title 26 U.S.C. section 401(a), as  
16                   amended;
- 17          (6) A plan under Internal Revenue Code Section 457(b),  
18                   title 26 U.S.C. section 457(b), as amended; and
- 19          (7) A nonqualified deferred compensation plan under  
20                   Internal Revenue Code Section 409A, title 26 U.S.C.  
21                   section 409A, as amended.



1 (b) Unless the power of attorney otherwise provides,  
2 language in a power of attorney granting general authority with  
3 respect to retirement plans authorizes the agent to:

- 4 (1) Select the form and timing of payments under a  
5 retirement plan and withdraw benefits from a plan;
- 6 (2) Make a rollover, including a direct trustee-to-trustee  
7 rollover, of benefits from one retirement plan to  
8 another;
- 9 (3) Establish a retirement plan in the principal's name;
- 10 (4) Make contributions to a retirement plan;
- 11 (5) Exercise investment powers available under a  
12 retirement plan; and
- 13 (6) Borrow from, sell assets to, or purchase assets from a  
14 retirement plan.

15 § -46 Taxes. Unless the power of attorney otherwise  
16 provides, language in a power of attorney granting general  
17 authority with respect to taxes authorizes the agent to:

- 18 (1) Prepare, sign, and file federal, state, local, and  
19 foreign income, gift, payroll, property, Federal  
20 Insurance Contributions Act, and other tax returns,  
21 claims for refunds, requests for extension of time,  
22 petitions regarding tax matters, and any other tax-



1 related documents, including receipts, offers,  
2 waivers, consents, including consents and agreements  
3 under Internal Revenue Code Section 2032A, 26 title  
4 U.S.C. section 2032A, as amended, closing agreements,  
5 and any power of attorney required by the Internal  
6 Revenue Service or other taxing authority with respect  
7 to a tax year upon which the statute of limitations  
8 has not run and the following twenty-five tax years;

9 (2) Pay taxes due, collect refunds, post bonds, receive  
10 confidential information, and contest deficiencies  
11 determined by the Internal Revenue Service or other  
12 taxing authority;

13 (3) Exercise any election available to the principal under  
14 federal, state, local, or foreign tax law; and

15 (4) Act for the principal in all tax matters for all  
16 periods before the Internal Revenue Service, or other  
17 taxing authority.

18 § -47 Gifts. (a) In this section, a gift "for the  
19 benefit of" a person includes a gift to a trust, an account  
20 under the Uniform Transfers to Minors Act, and a tuition savings  
21 account or prepaid tuition plan as defined under Internal



1 Revenue Code section 529, 26 title U.S.C. section 529, as  
2 amended.

3 (b) Unless the power of attorney otherwise provides,  
4 language in a power of attorney granting general authority with  
5 respect to gifts authorizes the agent only to:

6 (1) Make outright to, or for the benefit of, a person, a  
7 gift of any of the principal's property, including by  
8 the exercise of a presently exercisable general power  
9 of appointment held by the principal, in an amount per  
10 donee not to exceed the annual dollar limits of the  
11 federal gift tax exclusion under Internal Revenue Code  
12 Section 2503(b), title 26 U.S.C. section 2503(b), as  
13 amended, without regard to whether the federal gift  
14 tax exclusion applies to the gift, or if the  
15 principal's spouse agrees to consent to a split gift  
16 pursuant to Internal Revenue Code Section 2513, title  
17 26 U.S.C. section 2513, as amended, in an amount per  
18 donee not to exceed twice the annual federal gift tax  
19 exclusion limit; and

20 (2) Consent, pursuant to Internal Revenue Code Section  
21 2513, title 26 U.S.C. section 2513, as amended, to the  
22 splitting of a gift made by the principal's spouse in





1 STATE OF HAWAII

2 STATUTORY FORM POWER OF ATTORNEY

3 IMPORTANT INFORMATION

4 This power of attorney authorizes another person (your  
5 agent) to make decisions concerning your property for you (the  
6 principal). Your agent will be able to make decisions and act  
7 with respect to your property, including your money, whether or  
8 not you are able to act for yourself. The meaning of authority  
9 over subjects listed on this form is explained in the Uniform  
10 Power of Attorney Act in chapter , Hawaii Revised Statutes.

11 This power of attorney does not authorize the agent to make  
12 health care decisions for you.

13 You should select someone you trust to serve as your agent.  
14 Unless you specify otherwise, generally the agent's authority  
15 will continue until you die or revoke the power of attorney or  
16 the agent resigns or is unable to act for you.

17 Your agent is entitled to reasonable compensation unless  
18 you state otherwise in the Special Instructions.

19 This form provides for designation of one agent. If you  
20 wish to name more than one agent, you may name a co-agent in the  
21 Special Instructions. Co-agents are not required to act





1 together unless you include that requirement in the Special  
2 Instructions.

3 If your agent is unable or unwilling to act for you, your  
4 power of attorney will end unless you have named a successor  
5 agent. You may also name a second successor agent.

6 This power of attorney becomes effective immediately unless  
7 you state otherwise in the Special Instructions.

8 If you have questions about the power of attorney or the  
9 authority you are granting to your agent, you should seek legal  
10 advice before signing this form.

11

12 DESIGNATION OF AGENT

13 I \_\_\_\_\_ name the following person

14 (Name of Principal)

15 as my agent:

16

17 Name of Agent:

18 \_\_\_\_\_

19 Agent's Address:

20 \_\_\_\_\_



1 Agent's Telephone Number:

2 \_\_\_\_\_

3

4 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

5 If my agent is unable or unwilling to act for me, I name as  
6 my successor agent:

7

8 Name of Successor Agent:

9 \_\_\_\_\_

10 Successor Agent's Address:

11 \_\_\_\_\_

12 Successor Agent's Telephone Number:

13 \_\_\_\_\_

14

15 If my successor agent is unable or unwilling to act for me,  
16 I name as my second successor agent:

17

18 Name of Second Successor Agent:

19 \_\_\_\_\_

20 Second Successor Agent's Address:

21 \_\_\_\_\_



1 Second Successor Agent's Telephone Number:

2 \_\_\_\_\_

3

4 GRANT OF GENERAL AUTHORITY

5 I grant my agent and any successor agent general authority  
6 to act for me with respect to the following subjects as defined  
7 in the Uniform Power of Attorney Act in chapter , Hawaii  
8 Revised Statutes.

9

10 (INITIAL each subject you want to include in the agent's  
11 general authority. If you wish to grant general authority over  
12 all of the subjects you may initial "All Preceding Subjects"  
13 instead of initialing each subject.)

14

- 15  Real Property
- 16  Tangible Personal Property
- 17  Stocks and Bonds
- 18  Commodities and Options
- 19  Banks and Other Financial Institutions
- 20  Operation of Entity or Business
- 21  Insurance and Annuities
- 22  Estates, Trusts, and Other Beneficial Interests



- 1                    Claims and Litigation
- 2                    Personal and Family Maintenance
- 3                    Benefits from Governmental Programs or Civil or
- 4                                    Military Service
- 5                    Retirement Plans
- 6                    Taxes
- 7                    All Preceding Subjects

8

9            GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

10           My agent MAY NOT do any of the following specific acts for  
11 me UNLESS I have INITIALED the specific authority listed below:

12

13           (CAUTION: Granting any of the following will give your  
14 agent the authority to take actions that could significantly  
15 reduce your property or change how your property is distributed  
16 at your death. INITIAL ONLY the specific authority you WANT to  
17 give your agent.)

18

19                   Create, amend, revoke, or terminate an inter  
20 vivos trust

21                   Make a gift, subject to the limitations of the  
22 Uniform Power of Attorney Act under section



- 1                   -36, Hawaii Revised Statutes, and any special
- 2                   instructions in this power of attorney
- 3        ()    Create or change rights of survivorship
- 4        ()    Create or change a beneficiary designation
- 5        ()    Authorize another person to exercise the
- 6                   authority granted under this power of attorney
- 7        ()    Waive the principal's right to be a beneficiary
- 8                   of a joint and survivor annuity, including a
- 9                   survivor benefit under a retirement plan
- 10       ()    Exercise fiduciary powers that the principal has
- 11                   authority to delegate

12

13                   LIMITATION ON AGENT'S AUTHORITY

14                   An agent that is not my ancestor, spouse, or descendant MAY

15 NOT use my property to benefit the agent or a person to whom the

16 agent owes an obligation of support unless I have included that

17 authority in the Special Instructions.

18

19                   SPECIAL INSTRUCTIONS (OPTIONAL)

20                   You may give special instructions on the following lines:

21

\_\_\_\_\_

22

\_\_\_\_\_



1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5

6 EFFECTIVE DATE

7 This power of attorney is effective immediately unless I  
8 have stated otherwise in the Special Instructions.

9

10 NOMINATION OF CONSERVATOR OR GUARDIAN (OPTIONAL)

11 If it becomes necessary for a court to appoint a  
12 conservator or guardian of my estate or guardian of my person, I  
13 nominate the following person(s) for appointment:

14

15 Name of Nominee for conservator or guardian of my estate:

16 \_\_\_\_\_

17 Nominee's Address:

18 \_\_\_\_\_

19 Nominee's Telephone Number:

20 \_\_\_\_\_

21 Name of Nominee for guardian of my person:

22 \_\_\_\_\_



1 Nominee's Address:

2 \_\_\_\_\_

3 Nominee's Telephone Number:

4 \_\_\_\_\_

5

6 RELIANCE ON THIS POWER OF ATTORNEY

7 Any person, including my agent, may rely upon the validity  
8 of this power of attorney or a copy of it unless that person  
9 knows it has terminated or is invalid.

10

11 SIGNATURE AND ACKNOWLEDGMENT

12 \_\_\_\_\_

13 Your Signature

Date

14 \_\_\_\_\_

15 Your Name Printed

16 \_\_\_\_\_

17 Your Address

18 \_\_\_\_\_

19 Your Telephone Number

20

21 State of \_\_\_\_\_

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



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21

This document was acknowledged before me on

\_\_\_\_\_

(Date)

by \_\_\_\_\_

(Name of Principal)

\_\_\_\_\_ (Seal, if any)

Signature of Notary

My commission expires: \_\_\_\_\_

This document prepared by:

\_\_\_\_\_  
\_\_\_\_\_

IMPORTANT INFORMATION FOR AGENT

Agent's Duties

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 upon you legal



1 duties that continue until you resign or the power of attorney  
2 is terminated or revoked. You must:

3 (1) Do what you know the principal reasonably expects you  
4 to do with the principal's property or, if you do not  
5 know the principal's expectations, act in the  
6 principal's best interest;

7 (2) Act in good faith;

8 (3) Do nothing beyond the authority granted in this power  
9 of attorney; and

10 (4) Disclose your identity as an agent whenever you act  
11 for the principal by writing or printing the name of  
12 the principal and signing your own name as "agent" in  
13 the following manner:

14  
15 (Principal's Name) by (Your Signature) as Agent

16 Unless the Special Instructions in this power of attorney  
17 state otherwise, you must also:

18 (1) Act loyally for the principal's benefit;

19 (2) Avoid conflicts that would impair your ability to act  
20 in the principal's best interest;

21 (3) Act with care, competence, and diligence;



- 1           (4) Keep a record of all receipts, disbursements, and  
2           transactions made on behalf of the principal;
- 3           (5) Cooperate with any person that has authority to make  
4           health care decisions for the principal to do what you  
5           know the principal reasonably expects or, if you do  
6           not know the principal's expectations, to act in the  
7           principal's best interest; and
- 8           (6) Attempt to preserve the principal's estate plan if you  
9           know the plan and preserving the plan is consistent  
10          with the principal's best interest.

11

12          Termination of Agent's Authority

13          You must stop acting on behalf of the principal if you  
14          learn of any event that terminates this power of attorney or  
15          your authority under this power of attorney. Events that  
16          terminate a power of attorney or your authority to act under a  
17          power of attorney include:

- 18          (1) Death of the principal;
- 19          (2) The principal's revocation of the power of attorney or  
20          your authority;
- 21          (3) The occurrence of a termination event stated in the  
22          power of attorney;



- 1           (4) The purpose of the power of attorney is fully  
2           accomplished; or
- 3           (5) If you are married to the principal, a legal action is  
4           filed with a court to end your marriage, or for your  
5           legal separation, unless the Special Instructions in  
6           this power of attorney state that such an action will  
7           not terminate your authority.

8

9           Liability of Agent

10           The meaning of the authority granted to you is defined in  
11 the Uniform Power of Attorney Act, in chapter           , Hawaii  
12 Revised Statutes. If you violate the Uniform Power of Attorney  
13 Act in chapter           , Hawaii Revised Statutes, or act outside  
14 the authority granted, you may be liable for any damages caused  
15 by your violation.

16           If there is anything about this document or your duties  
17 that you do not understand, you should seek legal advice.

18

19           § -52 Agent's certification. The following optional  
20 form may be used by an agent to certify facts concerning a power  
21 of attorney.



1 AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF  
2 ATTORNEY AND AGENT'S AUTHORITY

3

4 State of \_\_\_\_\_

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

6

7 I, \_\_\_\_\_ (Name of

8 Agent), certify under penalty of perjury that

9 \_\_\_\_\_ (Name of Principal)

10 granted me authority as an agent or successor agent in a power  
11 of attorney dated \_\_\_\_\_.

12

13 I further certify that to my knowledge:

14 (1) The Principal is alive and has not revoked the Power  
15 of Attorney or my authority to act under the Power of  
16 Attorney and the Power of Attorney and my authority to  
17 act under the Power of Attorney have not terminated;

18 (2) If the Power of Attorney was drafted to become  
19 effective upon the happening of an event or  
20 contingency, the event or contingency has occurred;

21 (3) If I was named as a successor agent, the prior agent  
22 is no longer able or willing to serve; and



1 (4)

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 (Insert other relevant statements)

6 \_\_\_\_\_

7 SIGNATURE AND ACKNOWLEDGMENT

8 \_\_\_\_\_

9 Agent's Signature Date

10 \_\_\_\_\_

11 Agent's Name Printed

12 \_\_\_\_\_

13 Agent's Address

14 \_\_\_\_\_

15 Agent's Telephone Number

16 \_\_\_\_\_

17 This document was acknowledged before me on

18 \_\_\_\_\_,

19 (Date)

20 by \_\_\_\_\_.

21 (Name of Agent)

22 \_\_\_\_\_



1 \_\_\_\_\_ (Seal, if any)

2 Signature of Notary

3

4 My commission expires: \_\_\_\_\_

5

6 This document prepared by:

7

\_\_\_\_\_

8

9

PART IV

10

MISCELLANEOUS PROVISIONS

11 § -61 Uniformity of application and construction. In  
12 applying and construing this chapter, consideration must be  
13 given to the need to promote uniformity of the law with respect  
14 to its subject matter among the states that enact it.

15 § -62 Relation to electronic signatures in global and  
16 national commerce act. This chapter modifies, limits, and  
17 supersedes the federal Electronic Signatures in Global and  
18 National Commerce Act, title 15 U.S.C. section 7001 et seq., but  
19 does not modify, limit, or supersede section 101(c) of that act,  
20 title 15 U.S.C. section 7001(c), or authorize electronic  
21 delivery of any of the notices described in section 103(b) of  
22 that act, title 15 U.S.C. section 7003(b).



1           §   -63   Effect on existing powers of attorney.  Except as  
2 otherwise provided in this chapter, on the effective date of  
3 this chapter:

4           (1)  This chapter applies to a power of attorney created  
5               before, on, or after the effective date of this  
6               chapter;

7           (2)  This chapter applies to a judicial proceeding  
8               concerning a power of attorney commenced on or after  
9               the effective date of this chapter;

10          (3)  This chapter applies to a judicial proceeding  
11               concerning a power of attorney commenced before the  
12               effective date of this chapter, unless the court finds  
13               that application of a provision of this chapter would  
14               substantially interfere with the effective conduct of  
15               the judicial proceeding or prejudice the rights of a  
16               party, in which case that provision does not apply and  
17               the superseded law applies; and

18          (4)  An act done before the effective date of this chapter  
19               is not affected by this chapter."  
20



1 SECTION 2. Chapter 551D, Hawaii Revised Statutes, is  
2 repealed.

3 SECTION 3. This Act shall take effect upon its approval.

4

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# H.B. NO. 2054

**Report Title:**

Uniform Power of Attorney Act; Authority

**Description:**

Establishes the Uniform Power of Attorney Act. Defines the levels of authority granted in a power of attorney to the principal's agent. Requires the agent to act in good faith and within the scope of authority granted in the power of attorney. Provides sample documents to be used to create a statutory form power of attorney. Repeals Chapter 551D, Hawaii Revised Statutes.

*The summary description of legislation appearing on this page is for informational purposes only and is not legislation or evidence of legislative intent.*

