

IC 30-5

ARTICLE 5. POWERS OF ATTORNEY

IC 30-5-1

Chapter 1. Applicability

IC 30-5-1-1

Powers created after June 30, 1991

Sec. 1. This article applies to all powers of attorney created after June 30, 1991.

As added by P.L.149-1991, SEC.2.

IC 30-5-1-2

Powers created before July 1, 1991

Sec. 2. This article applies to all powers of attorney created before July 1, 1991, unless the application of this article would cause one (1) of the following to occur:

- (1) An adverse effect on a right given a principal or an attorney in fact.
- (2) The extension of a right not intended to be given at the time the power of attorney was created.
- (3) The imposition of a duty or liability on a person that was not intended to be imposed at the time the power of attorney was created.
- (4) The relief of a person from a duty or liability imposed by the terms of a power of attorney or the operation of law.

As added by P.L.149-1991, SEC.2.

IC 30-5-2

Chapter 2. Definitions

IC 30-5-2-1

Application of definitions

Sec. 1. The definitions in this chapter apply throughout this article.

As added by P.L.149-1991, SEC.2.

IC 30-5-2-2

"Attorney in fact"

Sec. 2. "Attorney in fact" means the person designated to act for the principal under a power of attorney. The term includes any of the following:

- (1) The original attorney in fact.
- (2) A co-attorney in fact.
- (3) A successor attorney in fact.
- (4) A person to whom an attorney in fact has delegated authority.

As added by P.L.149-1991, SEC.2. Amended by P.L.143-2009, SEC.21.

IC 30-5-2-3

"Court"

Sec. 3. "Court" means the court having probate jurisdiction.

As added by P.L.149-1991, SEC.2.

IC 30-5-2-4

"Health care"

Sec. 4. "Health care" means any medical care, treatment, service, or procedure to maintain, diagnose, treat, or provide for the principal's physical or mental well-being. The term includes the providing of nutrition and hydration through intravenous, endotracheal, or nasogastric tubes.

As added by P.L.149-1991, SEC.2.

IC 30-5-2-5

"Health care provider"

Sec. 5. "Health care provider" means the physician who has primary responsibility for treating the principal and any other person administering health care to the principal who is licensed, certified, or otherwise authorized or permitted by law to administer health care in the ordinary course of business or the practice of a profession, including a pharmacist. The term includes an employee or agent of a health care provider.

As added by P.L.149-1991, SEC.2. Amended by P.L.188-1995, SEC.9.

IC 30-5-2-5.5

"Internal Revenue Code"

Sec. 5.5. Notwithstanding IC 1-1-4-4 and IC 6-3-1-11, "Internal Revenue Code" means the Internal Revenue Code of 1986 of the United States as amended from time to time.

As added by P.L.238-2005, SEC.47.

IC 30-5-2-6

"Person"

Sec. 6. "Person" means:

- (1) an individual at least eighteen (18) years of age;
- (2) a corporation;
- (3) a trust;
- (4) a limited liability company;
- (5) a partnership;
- (6) a business trust;
- (7) an estate;
- (8) an association;
- (9) a joint venture;
- (10) a government or political subdivision;
- (11) an agency;
- (12) an instrumentality; or
- (13) any other legal or commercial entity.

As added by P.L.149-1991, SEC.2. Amended by P.L.8-1993, SEC.469; P.L.143-2009, SEC.22.

IC 30-5-2-7

"Power of attorney"

Sec. 7. "Power of attorney" means a writing or other record that grants authority to an attorney in fact or agent to act in place of a principal, whether the term "power of attorney" is used. The term refers to all types of powers of attorney, including durable powers of attorney, except for the following:

- (1) A power to the extent it is coupled with an interest in the subject of the power, including a power given to or for the benefit of a credit in connection with a credit transaction.
- (2) A proxy or other delegation to exercise voting rights or management rights with respect to an entity.
- (3) A power created on a form prescribed by a government or governmental subdivision, agency, or instrumentality for a governmental purpose.

As added by P.L.149-1991, SEC.2. Amended by P.L.143-2009, SEC.23.

IC 30-5-2-8

"Principal"

Sec. 8. "Principal" means:

- (1) an individual, including an individual acting as a:
 - (A) trustee;
 - (B) personal representative; or
 - (C) fiduciary;
- (2) a corporation;

(3) a limited liability company;

(4) a trust; or

(5) a partnership;

who signs a power of attorney granting powers to an attorney in fact.

As added by P.L.149-1991, SEC.2. Amended by P.L.178-2002, SEC.107.

IC 30-5-3

Chapter 3. General Provisions

IC 30-5-3-1

Rules of law; interpretation and application; conflict with terms of power

Sec. 1. The rules of law contained in this article shall be interpreted and applied to the terms of a power of attorney to implement the intent of the principal and the purposes of the power of attorney. If the rules of law conflict with the terms of the power of attorney, the terms of the power of attorney control unless the rules of law clearly prohibit or restrict what the terms of the power of attorney purport to authorize.

As added by P.L.149-1991, SEC.2.

IC 30-5-3-2

Validity of power; execution under certain laws

Sec. 2. A power of attorney is valid if the power of attorney was valid at the time the power of attorney was executed under any of the following:

- (1) This article.
- (2) IC 30-2-11 (repealed).
- (3) Common law.
- (4) The law of another state or foreign country.
- (5) The requirements for a military power of attorney under 10 U.S.C. 1044b.

As added by P.L.149-1991, SEC.2. Amended by P.L.143-2009, SEC.24.

IC 30-5-3-3

Recording power of attorney

Sec. 3. (a) Except as provided in subsection (b), an attorney in fact may act under a power of attorney without recording the power of attorney with the county recorder.

(b) An attorney in fact shall record the power of attorney authorizing the execution of a document that must be recorded before presenting the document for recording.

(c) A county recorder may not accept a document for recording if the document:

- (1) was executed; and
- (2) is presented;

by an attorney in fact whose power of attorney is unrecorded.

(d) A document creating a power of attorney must comply with recording requirements, including notary and preparation statements, to be recorded under this section.

(e) A document that is presented by an attorney in fact for recording must reference the book and page or instrument number where the instrument creating the power of attorney is recorded before the document may be presented by the attorney in fact.

As added by P.L.149-1991, SEC.2.

IC 30-5-3-4

Guardians; nomination; appointment; powers and duties; amendment or revocation of power; hearing; notice

Sec. 4. (a) A principal may nominate a guardian for consideration by the court if protective proceedings for the principal's person or estate are commenced. The court shall make an appointment in accordance with the principal's most recent nomination in a power of attorney except for good cause or disqualification.

(b) A guardian does not have power, duty, or liability with respect to property or personal health care decisions that are subject to a valid power of attorney. A guardian has no power to revoke or amend a valid power of attorney unless specifically directed to revoke or amend the power of attorney by a court order on behalf of the principal. A court may not enter an order to revoke or amend a power of attorney without a hearing. Notice of a hearing held under this section shall be given to the attorney in fact.

As added by P.L.149-1991, SEC.2.

IC 30-5-3-5

Construction of power and instruction to attorney in fact; petition; notice of hearing

Sec. 5. Upon petition by an interested person, the court may construe a power of attorney and instruct the attorney in fact if the court finds that the principal lacks the capacity to control or revoke the power of attorney. Notice of a hearing on a petition under this subsection shall be given as the court directs.

As added by P.L.149-1991, SEC.2.

IC 30-5-3-6

Interpretation under the law of the jurisdiction indicated in the power of attorney

Sec. 6. The meaning and effect of a power of attorney are determined by the law of the jurisdiction indicated in the power of attorney. In the absence of an indication of jurisdiction, the meaning and effect of a power of attorney are determined by the law of the jurisdiction in which the power of attorney was executed.

As added by P.L.143-2009, SEC.25.

IC 30-5-3-7

Effect on the Electronic Signatures in Global and National Commerce Act

Sec. 7. This article modifies, limits, and supersedes the Electronic Signatures in Global and National Commerce Act (15 U.S.C. 7001 et seq.). However, this article does not:

- (1) modify, limit, or supersede 15 U.S.C. 7001(c); or
- (2) authorize the electronic delivery of a notice described in 15 U.S.C. 7003(b).

As added by P.L.143-2009, SEC.26.

IC 30-5-4

Chapter 4. Creation of a Power of Attorney

IC 30-5-4-1

Validity of power; conditions

Sec. 1. To be valid, a power of attorney must meet the following conditions:

- (1) Be in writing.
- (2) Name an attorney in fact.
- (3) Give the attorney in fact the power to act on behalf of the principal.
- (4) Be signed by the principal or at the principal's direction in the presence of a notary public.
- (5) In the case of a power of attorney signed at the direction of the principal, the notary must state that the individual who signed the power of attorney on behalf of the principal did so at the principal's direction.

As added by P.L.149-1991, SEC.2. Amended by P.L.101-2008, SEC.9.

IC 30-5-4-2

Time power becomes effective; incapacity of the principal

Sec. 2. (a) Except as provided in subsection (b), a power of attorney is effective on the date the power of attorney is signed in accordance with section 1(4) of this chapter.

(b) A power of attorney may:

- (1) specify the date on which the power will become effective; or
- (2) become effective upon the occurrence of an event.

(c) If a power of attorney becomes effective upon the principal's incapacity and:

- (1) the principal has not authorized a person to determine whether the principal is incapacitated; or
- (2) the person authorized is unable or unwilling to make the determination;

the power of attorney becomes effective upon a determination that the principal is incapacitated that is set forth in a writing or other record by a physician, licensed psychologist, or judge.

(d) A person authorized by the principal in the power of attorney to determine that the principal is incapacitated may:

- (1) act as the principal's personal representative under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 201 et seq.) and any rules or regulations issued under that act; and
- (2) obtain access to the principal's health care information and communicate with the principal's health care provider.

As added by P.L.149-1991, SEC.2. Amended by P.L.101-2008, SEC.10; P.L.143-2009, SEC.27.

IC 30-5-4-3

More than one attorney in fact; independent actions; failure or cessation of service

Sec. 3. (a) Except as otherwise stated in the power of attorney, if more than one (1) attorney in fact is named, each attorney in fact may act independently of the other attorney in fact in the exercise of a power or duty.

(b) Except as otherwise stated in the power of attorney, if:

(1) more than one (1) attorney in fact is named; and

(2) one (1) attorney in fact fails to serve or ceases to serve;

the remaining attorney in fact may continue to act under the power of attorney without a successor for the attorney in fact who failed to serve or ceased to serve.

As added by P.L.149-1991, SEC.2.

IC 30-5-4-4

Failure or cessation of service; circumstances; successor attorney in fact; powers

Sec. 4. (a) Except as stated otherwise in the power of attorney, an attorney in fact fails to serve or ceases to serve when:

(1) the attorney in fact dies;

(2) the attorney in fact resigns;

(3) the attorney in fact is adjudged incapacitated by a court;

(4) the attorney in fact cannot be located upon reasonable inquiry;

(5) the attorney in fact, if at one time the principal's spouse, legally is no longer the principal's spouse; or

(6) a physician familiar with the condition of the current attorney in fact certifies in writing to the immediate successor attorney in fact that the current attorney in fact is unable to transact a significant part of the business required under the power of attorney.

(b) Except as stated otherwise in the power of attorney, if the replaced attorney in fact reappears or is subsequently able to transact business, the successor attorney in fact shall remain as the attorney in fact.

(c) Except as otherwise stated in the power of attorney, an attorney in fact designated as a successor has the powers granted under the power of attorney to the original attorney in fact.

(d) Unless a power of attorney provides a different method for an attorney in fact's resignation, an attorney in fact may resign by giving notice to the principal and, if the principal is incapacitated:

(1) to:

(A) the principal's guardian, if a guardian has been appointed for the principal; and

(B) a co-attorney in fact or successor attorney in fact; or

(2) if there is no person described in subdivision (1), to:

(A) the principal's caregiver;

(B) another person reasonably believed by the attorney in fact to have sufficient interest in the principal's welfare; or

(C) a governmental agency having authority to protect the

welfare of the principal.

As added by P.L.149-1991, SEC.2. Amended by P.L.143-2009, SEC.28; P.L.6-2010, SEC.21.

IC 30-5-4-5

Reimbursement of expenses; fee for services

Sec. 5. (a) Except as stated otherwise in the power of attorney, an attorney in fact is entitled to reimbursement of all reasonable expenses advanced by the attorney in fact on behalf of the principal.

(b) Except as otherwise stated in the power of attorney, an attorney in fact is entitled to a reasonable fee for services rendered. The attorney in fact shall, not later than twelve (12) months after the date the service is rendered, notify the principal in writing of the amount claimed as compensation for rendering the service.

As added by P.L.149-1991, SEC.2.

IC 30-5-5

Chapter 5. Powers

IC 30-5-5-1

Incorporation of powers; references; similar or overlapping powers; modification

Sec. 1. (a) An attorney in fact has a power granted under this chapter if the power of attorney incorporates the power by:

- (1) referring to the descriptive language in sections 2 through 19 of this chapter; or
- (2) citing to a specific section of sections 2 through 19 of this chapter.

(b) Reference in a power of attorney to the descriptive language in sections 2 through 19 of this chapter shall be construed as though the entire section is set out in full in the power of attorney.

(c) If powers are similar or overlap, the broadest power controls.

(d) A power of attorney may in writing delete from, add to, or modify in any manner a power incorporated by reference, including the power to make gifts under section 9 of this chapter.

As added by P.L.149-1991, SEC.2. Amended by P.L.165-2002, SEC.7.

IC 30-5-5-2

Real property transactions

Sec. 2. (a) Language conferring general authority with respect to real property transactions means the principal authorizes the attorney in fact to do the following:

- (1) Accept as a gift or as security for a loan, to reject, demand, buy, lease, receive, or otherwise acquire either ownership or possession of an estate or interest in real property.
- (2) Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition or consent to partitioning, plat or consent to platting, lease, sublet, or otherwise dispose of an estate or interest in real property.
- (3) Release in whole or in part, assign in whole or in part, satisfy in whole or in part, and enforce by action or proceeding, a mortgage, an encumbrance, a lien, or other claim to real property that exists or is claimed to exist in favor of the principal.
- (4) Perform acts of management or conservation with respect to an estate or interest in real property owned or claimed to be owned by the principal, including the power to do the following:
 - (A) Insure against casualty, liability, or loss.
 - (B) Obtain, regain, or protect possession of the estate or interest by action or proceeding.
 - (C) Pay, compromise, or contest taxes and assessments.
 - (D) Apply for and receive refunds for taxes and assessments.
 - (E) Purchase supplies and hire assistance or labor.
 - (F) Make repairs or alterations in the structures or lands.

(5) Use, develop, modify, alter, replace, remove, erect, or install structures or other improvements upon real property in which the principal has or claims to have an interest.

(6) Demand, receive, or obtain by action or proceeding money or other things of value to which the principal is, may become, or may claim to be entitled to as the proceeds of an interest in real property or of one (1) or more transactions under this section, conserve, invest, disburse, or use any proceeds received for purposes authorized under this section, and reimburse the attorney in fact for expenditures properly made by the attorney in fact.

(7) Participate in a reorganization with respect to real property, receive and hold shares of stocks or instruments of similar character received under a plan of reorganization, and act with respect to the shares, including the power to do the following:

(A) Sell or otherwise dispose of the shares.

(B) Exercise or sell options.

(C) Convert the shares.

(D) Vote on the shares in person or by the granting of a proxy.

(8) Agree and contract in any manner and on any terms with a person for the accomplishment of any purpose under this section and perform, rescind, reform, release, or modify an agreement or a contract made by or on behalf of the principal.

(9) Execute, acknowledge, seal, and deliver a deed, revocation, mortgage, lease, notice, check, or other instrument that the attorney in fact considers useful for the accomplishment of a purpose under this section.

(10) Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of or against the principal based on or involving a real property transaction, and intervene in an action or proceeding relating to a claim.

(11) Hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when the attorney in fact considers the action to be desirable for the proper execution of a power under this section or for the keeping of necessary records.

(12) Perform acts relating to land use and zoning concerning property in which the principal has an ownership interest.

(13) Perform any other act with respect to an estate or interest in property.

(b) The powers described in this section are exercisable equally with respect to an interest in an estate or real property owned by the principal at the time of the giving of the power of attorney or acquired after that time, whether located in Indiana or in another jurisdiction.

As added by P.L.149-1991, SEC.2.

Tangible personal property transactions

Sec. 3. (a) Language conferring general authority with respect to tangible personal property transactions means the principal authorizes the attorney in fact to do the following:

(1) Accept as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property.

(2) Sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, pawn, grant options concerning, lease or sublet, or otherwise dispose of tangible personal property or an interest in tangible personal property.

(3) Release in whole or in part, assign the whole or a part of, satisfy in whole or in part, and enforce by action or proceeding, a mortgage, an encumbrance, a lien, or other claim that exists or is claimed to exist in favor of the principal with respect to tangible personal property or an interest in tangible personal property.

(4) Perform acts of management or conservation with respect to tangible personal property or an interest in tangible personal property owned or claimed to be owned by the principal, including the power to do the following:

(A) Insure against casualty, liability, or loss.

(B) Obtain, regain possession of, or protect by action or proceeding.

(C) Pay, contest, or compromise taxes or assessments.

(D) Apply for and receive funds in connection with taxes or assessments.

(E) Move from place to place or store for hire or on a gratuitous bailment.

(F) Use, alter, and make repairs.

(5) Demand, receive, or obtain by action or proceeding money or other things of value to which the principal is, may become, or claims to be entitled to as the proceeds of tangible personal property, an interest in tangible personal property, or a transaction permitted under this section, conserve, invest, disburse, or use anything received for a purpose permitted under this section, and reimburse the attorney in fact for expenditures properly made in the execution of powers conferred upon the attorney in fact.

(6) Agree and contract in any manner and on any terms with a person and on any terms that the attorney in fact selects to accomplish a purpose permitted under this section and perform, rescind, reform, release, or modify an agreement or a contract made by or on behalf of the principal.

(7) Execute, acknowledge, seal, and deliver a conveyance, mortgage, lease, notice, check, or other instrument that the attorney in fact considers useful to accomplish a purpose permitted under this section.

(8) Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of or against the principal based on or involving a tangible personal property transaction or intervene in an action or proceeding relating to a claim.

(9) Hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when the attorney in fact considers the action to be desirable for the proper execution by the attorney in fact of a power described in this section and keep needed records.

(10) Perform any other acts with respect to tangible personal property or an interest in tangible personal property.

(b) The powers described in this section are exercisable equally with respect to tangible personal property or an interest in tangible personal property owned by the principal at the time of the giving of the power of attorney or acquired after that time, whether located in Indiana or in another jurisdiction.

As added by P.L.149-1991, SEC.2.

IC 30-5-5-4

Bond, share, and commodity transactions

Sec. 4. (a) Language conferring general authority with respect to bond, share, and commodity transactions means the principal authorizes the attorney in fact to do the following:

(1) Accept as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of a bond, a share, an instrument of similar character, a commodity interest, or an instrument with respect to the bond, share, or interest, together with the interest, dividends, proceeds, or other distributions connected with the instruments.

(2) Sell, sell short, exchange, transfer with or without a guaranty, release, surrender, hypothecate, pledge, grant options concerning, loan, trade in, or otherwise dispose of a bond, a share, an instrument of similar character, a commodity interest, or an instrument with respect to the bond, share, or instrument.

(3) Release in whole or in part, assign the whole or a part of, satisfy in whole or in part, and enforce by action or proceeding a pledge, an encumbrance, a lien, or other claim as to a bond, a share, an instrument of similar character, a commodity interest, or an interest with respect to the bond, share, or interest when the pledge, lien, or other claim is owned or claimed to be owned by the principal.

(4) Perform acts of management or conservation with respect to a bond, a share, an instrument of similar character, a commodity interest, or an interest with respect to the bond, share, or interest, owned or claimed to be owned by the principal, or in which the principal claims to have an interest, including the power to do the following:

(A) Insure against casualty, liability, or loss.

(B) Obtain, regain possession of, or protect the principal's

interest by action or proceeding.

(C) Pay, compromise, or contest taxes and assessments.

(D) Apply for and receive refunds for taxes and assessments.

(E) Consent to and participate in a reorganization, recapitalization, liquidation, merger, consolidation, sale, lease, or other change in or revival of a corporation or an association, in the financial structure of a corporation or an association, or in the priorities, voting rights, or other special rights with respect to the corporation or association.

(F) Become a depositor with a protective, reorganization, or similar committee of the bond, share, instrument of similar character, commodity interest, or an interest with respect to the bond, share, or interest belonging to the principal, and make payments reasonably incident to becoming a depositor.

(G) Exercise or sell an option, a conversion, or a similar right.

(H) Vote in person or by the granting of a proxy with or without the power of substitution, either discretionary, general, or otherwise.

(5) Carry in the name of a nominee selected by the attorney in fact evidence of the ownership of a bond, a share, an instrument of similar character, a commodity interest, or an interest with respect to the bond, share, or interest belonging to the principal.

(6) Employ in any way believed to be desirable by the attorney in fact a bond, a share, an instrument of similar character, a commodity interest, or an interest with respect to the bond, share, or interest in which the principal has or claims to have an interest for the protection or continued operation of a speculative or margin transaction begun or personally guaranteed in whole or in part by the principal.

(7) Demand, receive, or obtain by action or proceeding money or other things of value to which the principal is, may become, or claims to be entitled as the proceeds of an interest in a bond, a share, an instrument of similar character, a commodity interest, or an interest with respect to the bond, share, or interest, or of a transaction permitted under this section, conserve, invest, disburse, or use anything received for a purpose permitted under this section, and reimburse the attorney in fact for expenditures properly made in the execution of powers conferred upon the attorney in fact.

(8) Agree and contract in any manner and on any terms with a broker or other person the attorney in fact selects to accomplish a purpose permitted under this section and perform, rescind, reform, release, or modify the agreement or contract or a similar agreement made by or on behalf of the principal.

(9) Execute, acknowledge, seal, and deliver a consent, an agreement, an authorization, an assignment, a revocation, a notice, a waiver of notice, a check, or an instrument the attorney in fact considers useful to accomplish a purpose permitted under this section.

(10) Execute, acknowledge, and file a report or certificate required by law or governmental regulation.

(11) Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of or against the principal based on or involving a bond, share, or commodity transaction, or intervene in a related action or proceeding.

(12) Hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when the attorney in fact considers the action to be desirable for the proper execution by the attorney in fact of a power described in this section and keep needed records.

(13) Perform any other acts with respect to a bond, a share, an instrument of similar character, a commodity, or an interest with respect to a commodity.

(b) The powers described in this section are exercisable equally with respect to a bond, a share, an instrument of similar character, a commodity, or an instrument with respect to a commodity owned by the principal at the time of the giving of the power of attorney or acquired after that time, whether located in Indiana or in another jurisdiction.

As added by P.L.149-1991, SEC.2.

IC 30-5-5-4.5

Retirement plans

Sec. 4.5. (a) Language conferring general authority with respect to retirement plans means the principal authorizes the attorney in fact to:

(1) make contributions, including rollover contributions, or cause contributions to be made on behalf of the principal to any retirement plan, including any:

(A) pension;

(B) profit sharing or stock bonus plan;

(C) individual retirement arrangement;

(D) individual retirement account described in Section 408(A) of the Internal Revenue Code;

(E) deferred compensation plan;

(F) qualified plan under Section 403(b) of the Internal Revenue Code; or

(G) other qualified or nonqualified retirement plan, arrangement, or annuity in which the principal is a participant or a beneficiary;

(2) establish at least one (1) individual retirement account or other retirement plan in the principal's name;

(3) elect a form of payment of benefits from a retirement plan and withdraw benefits from a retirement plan;

(4) exercise investment powers available under a retirement plan;

(5) designate at least one (1) beneficiary or contingent beneficiary for any benefits payable under a retirement plan on

account of the principal's death and change any earlier designation of beneficiary;

(6) borrow from, sell assets to, and purchase assets from the retirement plan if authorized by the retirement plan; and

(7) waive the right of the principal to be a beneficiary of a joint or survivor annuity.

(b) The powers described in this section are equally exercisable with respect to a retirement plan established or operated in Indiana or another jurisdiction and:

(1) owned by the principal;

(2) in which the principal was a participant; or

(3) of which the principal was a beneficiary;

when the powers are given or after the powers are given.

(c) A power of attorney executed before July 1, 2005, that confers general authority with respect to all other matters under section 19 of this chapter, includes general authority with respect to retirement plans as described in this section.

As added by P.L.238-2005, SEC.48.

IC 30-5-5-5

Banking transactions

Sec. 5. (a) Language conferring general authority with respect to banking transactions means the principal authorizes the attorney in fact to do the following:

(1) Continue, modify, or terminate a deposit account or other banking arrangement made by or on behalf of the principal before the execution of the power of attorney.

(2) Open in the name of the principal alone, or in a way that clearly evidences the principal and attorney in fact relationship, a deposit account with a bank, trust company, savings association, credit union, thrift company, brokerage firm, or other institution that serves as a depository for funds selected by the attorney in fact, or hire a safe deposit box or vault space and make other contracts to procure services made available by a banking institution as the attorney in fact considers desirable.

(3) Make, sign, and deliver checks or drafts for any purpose and withdraw by check, order, or other means funds or property of the principal deposited with or left in the custody of a banking institution either before or after the power of attorney was executed.

(4) Prepare necessary financial statements of assets and liabilities or income and expenses of the principal for submission to a banking institution.

(5) Receive statements, vouchers, notices, or other documents from a banking institution and act with respect to the documents.

(6) Enter at any time a safe deposit box or vault that the principal could enter if personally present.

(7) Borrow money at an interest rate the attorney in fact selects, pledge as security assets of the principal the attorney in fact

considers desirable or necessary for borrowing, and pay, renew, or extend the time of the payment of a debt of the principal.

(8) Make, assign, pledge, draw, endorse, discount, guarantee, and negotiate promissory notes, bills of exchange, checks, drafts, or other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal's order, receive cash or other proceeds of a transaction authorized under this subdivision, accept a bill of exchange or draft drawn by another person upon the principal, and pay a bill of exchange or a draft when the bill of exchange or draft is due.

(9) Receive for the principal and deal in or deal with a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument in which the principal has or claims to have an interest.

(10) Apply for and receive letters of credit for a banking institution selected by the attorney in fact giving indemnity or other agreement in connection with letters of credit the attorney in fact considers desirable or necessary.

(11) Consent to an extension in the time of payment with respect to a commercial paper or banking transaction in which the principal has an interest or by which the principal is or might be affected in any way.

(12) Demand, receive, or obtain by action or proceeding money or other things of value to which the principal is, may become, or claims to be entitled as the proceeds of a banking transaction, and reimburse the attorney in fact for expenditures properly made in the execution of powers conferred upon the attorney in fact under this section.

(13) Execute, acknowledge, and deliver an instrument in the name of the principal or other person the attorney in fact considers useful to accomplish a purpose permitted under this section.

(14) Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of or against the principal based on or involving a banking transaction, or intervene in a related action or proceeding.

(15) Hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when the attorney in fact considers the action to be desirable for the proper execution by the attorney in fact of a power described in this section and keep needed records.

(16) Perform any other acts with respect to a bond, a share, an instrument of similar character, a commodity, or an interest with respect to a commodity.

(b) The powers described in this section are exercisable equally with respect to a banking transaction engaged in by the principal at the time of the giving of the power of attorney or engaged in after that time, whether conducted in Indiana or in another jurisdiction.

As added by P.L.149-1991, SEC.2. Amended by P.L.79-1998, SEC.95.

IC 30-5-5-6

Business operating transactions

Sec. 6. (a) Language conferring general authority with respect to business operating transactions means the principal authorizes the attorney in fact to do the following:

(1) Discharge and perform a duty or liability, exercise a right, a power, a privilege, or an option the principal has or claims to have under a partnership agreement, whether the principal is a general or limited partner, enforce the terms of a partnership agreement for the protection of the principal by action or proceeding as the attorney in fact considers desirable or necessary, and defend, submit to arbitration, settle, or compromise an action or other legal proceeding in which the principal is a party because of membership in a partnership.

(2) Exercise in person or by proxy or enforce by action or proceeding a right, a power, a privilege, or an option the principal has as the holder of a bond, share, or other instrument of similar character, and defend, submit to arbitration, settle, or compromise an action or legal proceeding to which the principal is a party because of a bond, share, or other instrument of similar character.

(3) With respect to a business owned solely by the principal, to perform the following:

(A) Continue, modify, renegotiate, extend, and terminate contractual arrangements made with a person, an entity, a firm, an association, or a corporation by or on behalf of the principal with respect to the business enterprise prior to the granting of the power of attorney.

(B) Determine the policy of the business enterprise, including the following:

(i) The location of the site or sites to be used for the enterprise's operation.

(ii) The nature and extent of business to be undertaken by the enterprise.

(iii) The methods of manufacturing, selling, merchandising, financing, accounting, and advertising to be employed in the enterprise's operation.

(iv) The amounts and types of insurance to be carried.

(v) The mode of securing, compensating, and dealing with accountants, attorneys, servants, and other agents and employees required for the operation of the enterprise.

(C) Agree and contract in any manner and on any terms with any person on any terms the attorney in fact considers desirable or necessary to make any or all decisions of the attorney in fact as to policy and rescind, reform, release, or modify an agreement or a contract made by or on behalf of the principal.

(D) Change the name or the form of organization under which the business enterprise is operated, enter into a partnership agreement with other persons, or organize a

corporation to take over the business or a part of the business that the attorney in fact considers necessary or desirable.

(E) Demand and receive money that is or becomes due to the principal or that may be claimed by the principal or on the principal's behalf in the operation of the business enterprise, control and disburse the funds in the operation of the enterprise in a way that the attorney in fact considers desirable or necessary, and engage in banking transactions the attorney in fact considers desirable or necessary to execute a power permitted under this subdivision.

(4) Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business operating transaction of the principal that are required by a governmental agency, a department, or an instrumentality or that the attorney in fact considers desirable or necessary, and make related payments.

(5) Pay, compromise, or contest taxes or assessments and do acts the attorney in fact considers desirable or necessary to protect the principal from illegal or unnecessary taxation, fines, penalties, or assessments in connection with the principal's business operations, including the power to attempt to recover, in any manner permitted by law, sums paid before or after the execution of the power of attorney as taxes, fines, penalties, or assessments.

(6) Demand, receive, or obtain by action or proceeding money or other things of value to which the principal is, may become, or claims to be entitled to as the proceeds of a business operation of the principal, conserve, invest, disburse, or use anything received for a purpose permitted under this section, and reimburse the attorney in fact for expenditures properly made in the execution of powers conferred upon the attorney in fact.

(7) Execute, acknowledge, seal, and deliver a deed, an assignment, a mortgage, a lease, a notice, a consent, an agreement, an authorization, a check, or other instrument that the attorney in fact considers useful to accomplish a purpose permitted under this section.

(8) Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of or against the principal based on or involving a business operating transaction or intervene in an action or a proceeding relating to a claim.

(9) Hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when the attorney in fact considers the action to be desirable for the proper execution by the attorney in fact of a power described in this section and keep needed records.

(10) Perform any other acts the attorney in fact considers desirable or necessary for the furtherance or protection of the interests of the principal in a business.

(b) The powers described in this section are exercisable equally with respect to a business in which the principal is interested at the time of the giving of the power of attorney or in which the principal becomes interested after that time, whether located in Indiana or in another jurisdiction.

As added by P.L.149-1991, SEC.2.

IC 30-5-5-7

Insurance transactions

Sec. 7. (a) Language conferring general authority with respect to insurance transactions means the principal authorizes the attorney in fact to do the following:

(1) Continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract of life, accident, health, or disability insurance or for the provision of health care services or any combination of these contracts procured by or on behalf of the principal before the granting of the power of attorney that insures the principal or another person, without regard to whether the principal is or is not a beneficiary under the contract.

(2) Procure new, different, or additional contracts of life, accident, health, or disability insurance for the principal or for the provision of health care services for the principal, and select the amount, type of insurance, and mode of payment under each contract, pay the premium or assessment on, modify, release, or terminate a contract procured by the attorney in fact, and designate the beneficiary under the contract.

(3) Apply for and receive any available loan on the security of the contract of insurance, whether for the payment of the premium or for the procuring of cash, surrender and receive the cash surrender value, exercise an election as to beneficiary or mode of payment, change the manner of paying premiums, change or convert the type of insurance contract, with respect to a contract of life, accident, health, disability, or liability insurance in which the principal has, or claims to have, a power described in this subdivision, or change the beneficiary of the contract of insurance.

(4) Demand, receive, or obtain by action or proceeding money or other things of value to which the principal is, may become, or claims to be entitled to as the proceeds of a contract of insurance or a transaction permitted under this section, conserve, invest, disburse, or use anything received for a purpose permitted under this section, and reimburse the attorney in fact for expenditures properly made in the execution of powers conferred upon the attorney in fact.

(5) Apply for and procure available governmental aid in the guaranteeing or paying of premiums of a contract of insurance on the life of the principal.

(6) Sell, assign, hypothecate, borrow upon, or pledge the interest of the principal in a contract of insurance.

(7) Pay from the proceeds or otherwise, compromise, contest, and apply for refunds in connection with a tax or an assessment levied by a taxing authority with respect to a contract of insurance, the proceeds of the refunds, or liability accruing from a tax or an assessment.

(8) Agree and contract in any manner and on any terms with any person the attorney in fact selects to accomplish a purpose permitted under this section and perform, rescind, reform, release, or modify an agreement or a contract.

(9) Execute, acknowledge, seal, and deliver a consent, a demand, a request, an application, an agreement, an indemnity, an authorization, an assignment, a pledge, a notice, a check, a receipt, a waiver, or other instrument the attorney in fact considers useful to accomplish a purpose permitted under this section.

(10) Continue, procure, pay the premium or assessment on, modify, rescind, release, terminate, or otherwise deal with a contract of insurance, other than those permitted under subdivision (1) or (2), including fire, marine, burglary, compensation, liability, hurricane, casualty, or a combination of insurance, and do acts with respect to the contract or with respect to the contract's proceeds or enforcement that the attorney in fact considers necessary or desirable for the promotion or protection of the interests of the principal.

(11) Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of or against the principal based on or involving an insurance transaction or intervene in an action or proceeding relating to a claim.

(12) Hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when the attorney in fact considers the action to be desirable for the proper execution by the attorney in fact of a power described in this section and keep needed records.

(13) Perform any other acts in connection with procuring, supervising, managing, modifying, enforcing, and terminating contracts of insurance or for the provisions of health care services in which the principal is insured or is otherwise interested.

(b) The powers described in this section are exercisable equally with respect to a contract of insurance or for the provision of health care service in which the principal is interested, whether located in Indiana or in another jurisdiction.

As added by P.L.149-1991, SEC.2. Amended by P.L.238-2005, SEC.49.

IC 30-5-5-7.5

Transfer on death transfers

Sec. 7.5. (a) Language conferring general authority with respect to transfer on death or payable on death transfers means the principal

authorizes the attorney in fact to do the following:

- (1) Establish one (1) or more transfer on death transfers or payable on death transfers.
- (2) Designate, amend, remove, modify, or change any designation of beneficiary in a transfer on death transfer or payable on death transfer, including those created by the principal before or after the execution of the power of attorney.
- (3) Terminate any transfer on death transfer or payable on death transfer.
- (4) Add to or withdraw from any transfer on death transfer or payable on death transfer.
- (5) Exercise any right or authority that the principal may have in a transfer on death transfer or payable on death transfer during the principal's lifetime.

(b) The powers described in this section are equally exercisable with respect to transfer on death transfers and payable on death transfers that are established or operated in Indiana or another jurisdiction.

(c) A power of attorney that is executed before July 1, 2009, and that confers general authority with respect to all other matters under section 19 of this chapter also confers general authority with respect to transfer on death transfers and payable on death transfers as described in this section.

As added by P.L.143-2009, SEC.29.

IC 30-5-5-8

Beneficiary transactions

Sec. 8. (a) Language conferring general authority with respect to beneficiary transactions means the principal authorizes the attorney in fact to do the following:

- (1) Represent and act for the principal in all ways and in all matters affecting a trust, a probate, an estate, a guardianship, an escrow, a custodianship, or other fund out of which the principal is entitled, or claims to be entitled as a beneficiary, to some share or payment, including the following powers:

(A) To accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from a fund.

(B) To demand or obtain by action or proceeding money or other things of value to which the principal is, may become, or claims to be entitled to because of the fund, initiate, participate in, or oppose a proceeding, for the ascertainment of the meaning, validity, or effect of a deed, declaration of trust, or other transaction affecting in any way the interest of the principal, initiate, participate in, or oppose a proceeding for the removal, substitution, or surcharge of a fiduciary, conserve, invest, disburse, or use anything received for the purposes permitted under this section, and reimburse the attorney in fact for expenditures properly made by the attorney in fact in the execution of the powers conferred

upon the attorney in fact.

(C) To prepare, sign, file, and deliver all reports, compilations of information, returns, or papers with respect to an interest had or claimed on behalf of the principal in the fund, pay, compromise, or contest, and apply for and receive refunds in connection with a tax or an assessment with respect to an interest had or claimed by or on behalf of the principal in the fund or with respect to a property in which an interest is had or claimed.

(D) To agree and contract in any manner and on any terms with a person the attorney in fact selects to accomplish a purpose permitted under this section, and perform, rescind, reform, release, or modify an agreement or contract.

(E) To execute, acknowledge, verify, seal, file, and deliver a deed, a mortgage, a lease, a consent, a designation, a pleading, a demand, a notice, an election, a conveyance, a release, an assignment, a pledge, a check, a waiver, an admission of service, a notice of appearance, or other instrument the attorney in fact considers useful to accomplish a purpose permitted under this section.

(F) To submit to arbitration, settle, and propose or accept a compromise with respect to a controversy or claim that affects the administration of a fund in which the principal has or claims to have an interest and do all acts the attorney in fact considers to be desirable or necessary to reach a compromise.

(G) To hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when the attorney in fact considers the action to be desirable for the proper execution by the attorney in fact of a power described in this section and keep needed records.

(H) To transfer part or all of an interest the principal may have in interests in real property, stocks, bonds, bank accounts, insurance, and other assets of any kind to the trustee of a revocable trust created by the principal as grantor.

(2) Perform any other acts in connection with the administration or disposition of a trust, a probate estate, a guardianship, an escrow, a custodianship, or other fund in which the principal has, or claims to have, an interest as a beneficiary.

(b) The powers described in this section are exercisable equally with respect to the administration or disposition of a trust, a probate estate, a guardianship, an escrow, a custodianship, or other fund in which the principal is interested at the time the power of attorney is given or becomes interested in after that time, whether located in Indiana or in another jurisdiction.

As added by P.L.149-1991, SEC.2.

IC 30-5-5-9

Gift transactions

Sec. 9. (a) Language conferring general authority with respect to gift transactions means the principal authorizes the attorney in fact to do the following:

(1) Make gifts to organizations, charitable or otherwise, to which the principal has made gifts, and satisfy pledges made to organizations by the principal.

(2) Make gifts on behalf of the principal to the principal's spouse, children, and other descendants or the spouse of a child or other descendant, either outright or in trust, for purposes the attorney in fact considers to be in the best interest of the principal, including the minimization of income, estate, inheritance, or gift taxes. The attorney in fact or a person that the attorney in fact has a legal obligation to support may not be the recipient of gifts in one (1) year that total more than the amount allowed as an exclusion from gifts under Section 2503 of the Internal Revenue Code.

(3) Prepare, execute, consent to on behalf of the principal, and file a return, report, declaration, or other document required by the laws of the United States, a state, a subdivision of a state, or a foreign government that the attorney in fact considers desirable or necessary with respect to a gift made under the authority of this section.

(4) Execute, acknowledge, seal, and deliver a deed, an assignment, an agreement, an authorization, a check, or other instrument the attorney in fact considers useful to accomplish a purpose permitted under this section.

(5) Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of or against the principal based on or involving a gift transaction, or intervene in a related action or proceeding.

(6) Hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when the attorney in fact considers the action to be desirable for the proper execution by the attorney in fact of a power described in this section and keep needed records.

(7) Perform any other acts the attorney in fact considers desirable or necessary to complete a gift on behalf of the principal.

(b) The powers described in this section are exercisable equally with respect to a gift of property in which the principal is interested at the time of the giving of the power of attorney or becomes interested in after that time, whether conducted in Indiana or in another jurisdiction.

As added by P.L.149-1991, SEC.2. Amended by P.L.238-2005, SEC.50.

IC 30-5-5-10

Fiduciary transactions

Sec. 10. (a) Language conferring general authority with respect to fiduciary transactions means the principal authorizes the attorney in

fact to do the following if the principal has the authority to delegate:

(1) Apply for and procure, in the name of the principal, letters of administration, letters testamentary, letters of guardianship, or any other type of judicial or administrative authority to act as a fiduciary.

(2) Represent and act for the principal in all ways and in all matters affecting a fund with respect to which the principal is a fiduciary.

(3) Initiate, participate in, and oppose a proceeding, judicial or otherwise, for the removal, substitution, or surcharge of a fiduciary, conserve, invest, or disburse anything received for the purposes of the fund for which it is received, and reimburse the attorney in fact for expenditures properly made by the attorney in fact in the execution of powers conferred on the attorney in fact.

(4) Agree and contract in any manner and on any terms with a person the attorney in fact selects to accomplish a purpose permitted under this section and perform, rescind, reform, release, or modify an agreement or contract made by or on behalf of the principal.

(5) Execute, acknowledge, verify, seal, file, and deliver a consent, a designation, a pleading, a notice, a demand, an election, a conveyance, a release, an assignment, a pledge, a check, a waiver, an admission of service, a notice of appearance, or other instrument the attorney in fact considers useful to accomplish a purpose permitted under this section.

(6) Hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when the attorney in fact considers the action to be desirable for the proper execution by the attorney in fact of a power described in this section and keep needed records.

(7) Perform any other acts with respect to a fund of which the principal is a fiduciary.

(b) The powers described in this section are exercisable equally with respect to a fund of which the principal is a fiduciary at the time of the giving of the power of attorney or becomes a fiduciary after that time, whether located in Indiana or in another jurisdiction.

As added by P.L.149-1991, SEC.2.

IC 30-5-5-11

Claims and litigation

Sec. 11. (a) Language conferring general authority with respect to claims and litigation means the principal authorizes the attorney in fact to do the following:

(1) Assert and prosecute before a court, an administrative board, a department, a commissioner, or other tribunal, a cause of action, a claim, a counterclaim, an offset, or a defense that the principal has or claims to have against an individual, a partnership, an association, a government, a person, or an instrumentality, including the power to sue for the following:

- (A) The recovery of land or a thing of value.
 - (B) The recovery of damages sustained by the principal in any manner.
 - (C) The elimination or modification of tax liability.
 - (D) An injunction.
 - (E) Specific performance.
 - (F) Any other relief.
- (2) Bring an action of interpleader or other action to determine adverse claims, intervene or interplead in an action or proceeding, and act in litigation as *amicus curiae*.
- (3) In connection with an action, a proceeding, or a controversy at law or otherwise, apply for and, if possible, procure a libel, an attachment, a garnishment, an order of arrest, or other preliminary, provisional, or intermediate relief and resort to and use in all ways permitted by law an available procedure to satisfy a judgment, an order, or a decree.
- (4) In connection with an action or a proceeding at law, or otherwise, perform an act the principal might perform, including an acceptance of tender, an offer of judgment, an admission of facts, a submission of controversy on an agreed statement of facts, a consent to examination before trial, and the general binding of the principal in the conduct of litigation or controversy as the attorney in fact considers desirable.
- (5) Submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of or against the principal or litigation to which the principal is, may become, or may be designated a party.
- (6) Waive the issuance and service of a summons, citation, or other process upon the principal, accept service of process, appear for the principal, designate persons upon whom process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, appeal to appellate tribunals, procure and give surety and indemnity bonds at the times and to the extent the attorney in fact considers desirable or necessary, contract and pay for the preparation and printing of records and briefs, receive and execute and file or deliver a consent, a waiver, a release, a confession of judgment, a satisfaction of judgment, a notice, an agreement, or other instrument the attorney in fact considers desirable or necessary in connection with the prosecution, settlement, or defense of a claim by or against the principal or of litigation to which the principal is, may become, or may be designated a party.
- (7) Appear for, represent, and act for the principal with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, whether of the principal or another person, with respect to a reorganization proceeding, a receivership, or an application for the appointment of a receiver or trustee that affects an interest of the principal in real property, a bond, a share, a commodity interest, tangible personal property, or other

thing of value.

(8) Hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when the attorney in fact considers the action to be desirable for the execution of a power permitted under this section.

(9) Pay, from funds in the control of the attorney in fact or the account of the principal, a judgment against the principal or a settlement that may be made in connection with a transaction permitted under this section, receive and conserve money or other things of value paid in settlement of or as proceeds of a transaction permitted under this section, and receive, endorse, and deposit checks.

(10) Perform other acts in connection with a claim by or against the principal or litigation to which the principal is, may become, or may be designated a party.

(b) The powers described in this section are exercisable equally with respect to a claim or litigation existing at the time of the giving of the power of attorney or arising after that time, whether located in Indiana or in another jurisdiction.

As added by P.L.149-1991, SEC.2.

IC 30-5-5-12

Family maintenance

Sec. 12. (a) Language conferring general authority with respect to family maintenance means the principal authorizes the attorney in fact to do the following:

(1) Perform acts necessary for maintaining the customary standard of living of the spouse, children, and other persons customarily supported by the principal, including the power to provide the following:

(A) Living quarters by purchase, lease, or other contract, or by payment of operating costs, including interest, amortization payments, repairs, and taxes on premises owned by the principal and occupied by the principal's family or dependents.

(B) Normal domestic help for the operation of the household.

(C) Usual vacation and travel expenses.

(D) Usual educational facilities.

(E) Funds for all the current living costs of the spouse, children, and other dependents, including shelter, clothing, food, and incidentals.

(2) Pay for necessary medical, dental, and surgical care, hospitalization and custodial care for the spouse, children, and other dependents of the principal.

(3) Continue provisions made by the principal before or after the execution of the power of attorney for the principal's spouse, children, and other persons customarily supported by the principal with respect to automobiles or other means of transportation, including the power to license, insure, and

replace automobiles owned by the principal and customarily used by the spouse, children, or other persons customarily supported by the principal.

(4) Continue charge accounts that have been operated by the principal before or after the execution of the power of attorney for the convenience of the principal's spouse, children, or other persons customarily supported by the principal, open new accounts the attorney in fact considers desirable to accomplish a purpose permitted under this section and pay the items charged on those accounts by a person authorized or permitted by the principal to make charges prior to the execution of the power of attorney.

(5) Continue payments incidental to membership or affiliation of the principal in a church, a club, a society, an order, or other organization and continue contributions to those organizations.

(6) Demand, receive, or obtain by action or proceeding money or other things of value to which the principal is or may become entitled as salary, wages, commission, or other remuneration for services performed, as a dividend or distribution on a stock, as interest or principal on an indebtedness, or as a periodic distribution of profits for a partnership or business in which the principal has or claims an interest and endorse, collect, or otherwise realize upon an instrument for the payment received.

(7) Use an asset of the principal for the performance of a power permitted under this section, including the power to draw money by check or otherwise from a bank deposit of the principal, sell an interest in real property, a bond, a share, a commodity interest, tangible personal property, or other asset of the principal, borrow money and pledge as security for a loan an asset, including insurance, that belongs to the principal.

(8) Execute, acknowledge, verify, seal, file, and deliver an application, a consent, a petition, a notice, a release, a waiver, an agreement, or other instrument that the attorney in fact considers useful to accomplish a purpose permitted under this section.

(9) Hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when the attorney in fact considers the action to be desirable for the proper execution by the attorney in fact of a power described in this section and keep needed records.

(10) Perform any other acts for the welfare of the spouse, children, or other persons customarily supported by the principal or for the preservation and maintenance of other personal relationships of the principal to parents, relatives, friends, and organizations as are appropriate.

(b) The powers described in this section are exercisable equally whether the acts required for their execution relate to real or personal property owned by the principal at the time of the giving of the power of attorney or acquired after that time, whether located in Indiana or in another jurisdiction.

IC 30-5-5-13

Benefits from military service

Sec. 13. (a) Language conferring general authority with respect to benefits from military service means the principal authorizes the attorney in fact to do the following:

(1) Execute vouchers in the name of the principal for allowances and reimbursements payable to the United States, a state, or a subdivision of a state to the principal, including allowances and reimbursements for transportation of the principal and the principal's dependents, and for shipment of household effects, and receive, endorse, and collect the proceeds of a check payable to the order of the principal drawn on the treasurer, fiscal officers, or depository of the United States, a state, or a subdivision of a state.

(2) Take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, or certificate the attorney in fact considers desirable or necessary.

(3) Prepare, file, and prosecute the claim of the principal to a benefit or assistance, financial or otherwise, to which the principal is or claims to be entitled under a statute or regulation existing at the time of the execution of the power of attorney or enacted after execution of the power of attorney by the United States, a state, or a subdivision of a state, or by a foreign government if the benefit or assistance arises from or is based upon military service performed before or after the execution of the power of attorney by the principal or a person related by blood or marriage to the principal and execute a receipt or other instrument the attorney in fact considers desirable or necessary for the enforcement or collection of the claim.

(4) Receive the financial proceeds of a claim described in this section, conserve, invest, disburse, or use anything received from a claim for purposes permitted under this section, and reimburse the attorney in fact for expenditures properly made in the execution of powers conferred upon the attorney in fact.

(5) Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of or against the principal based on or involving benefits from military service or intervene in a related action or proceeding.

(6) Hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when the attorney in fact considers the action to be desirable for the proper execution by the attorney in fact of a power described in this section and keep needed records.

(7) Perform any other acts the attorney in fact considers desirable or necessary to assure to the principal and to the

dependents of the principal the maximum possible benefits from the military service performed before or after the execution of the power of attorney by the principal or a person related by blood or marriage to the principal.

(b) The powers described in this section are exercisable equally with respect to benefits from military service existing at the time of the giving of the power of attorney or accruing after that time, whether accruing in Indiana or in another jurisdiction.

As added by P.L.149-1991, SEC.2.

IC 30-5-5-14

Records, reports, and statements

Sec. 14. (a) Language conferring general authority with respect to records, reports, and statements means the principal authorizes the attorney in fact to do the following:

(1) Keep records of cash received and disbursed for or on account of the principal, of credits and debits to the account of the principal, and of transactions affecting the assets and liabilities of the principal.

(2) Prepare, execute, and file tax and tax information returns for all periods required by the laws of the United States, a state, or a subdivision of a state, or a foreign government, prepare, execute, and file other tax related documents for all tax periods, including requests for an extension of time, offers, waivers, consents, powers of attorney, closing agreements, and petitions to a tax court regarding tax matters, and prepare, execute, and file all other instruments the attorney in fact considers desirable or necessary for the safeguarding of the principal against excessive or illegal taxation or against penalties imposed for claimed violation of a law or other governmental regulation. This subdivision is intended to be sufficiently definite to permit the attorney in fact to represent the principal respecting all taxes the principal has paid and all tax returns the principal has filed, either personally or through an agent, with the Internal Revenue Service, another agency of the United States, a state department of revenue, a political subdivision of a state, or a foreign country, or a political subdivision of a foreign country.

(3) Prepare, execute, and file a return, report, declaration, or other document required by the laws of the United States, a state, a political subdivision of a state, or a foreign government, including a report or declaration required by the Social Security Administration, the commissioner of economic security, or other similar agency that the attorney in fact considers desirable or necessary for the safeguarding or maintenance of the principal's interest.

(4) Prepare, execute, and file a record, report, or statement the attorney in fact considers desirable or necessary for the safeguarding or maintenance of the principal's interest with respect to price, rent, wage, or rationing control, or other governmental activity.

(5) Hire, discharge, and compensate an attorney, accountant, expert witness, or other assistant when the attorney in fact considers the action to be desirable for the execution of a power permitted under this section.

(6) Execute any document under IC 3 except a ballot or an absentee ballot.

(7) Perform any other acts in connection with the preparation, execution, filing, storage, or other use of records, reports, or statements of or concerning the principal's affairs.

(b) The powers described in this section are exercisable equally with respect to records, reports, or statements of or concerning the affairs of the principal existing at the time of the giving of the power of attorney or arising after that time, whether arising in Indiana or in another jurisdiction.

As added by P.L.149-1991, SEC.2. Amended by P.L.3-1993, SEC.251.

IC 30-5-5-15

Estate transactions

Sec. 15. (a) Language conferring general authority with respect to estate transactions means the principal authorizes the attorney in fact to do the following:

(1) Accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim, and recover a legacy, bequest, devise, gift, or other property interest or payment due or payable to or for the principal.

(2) Assert an interest in and exercise power over a trust, an estate, or property subject to fiduciary control.

(3) Establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal.

(4) Exercise all powers with respect to estates and trusts the principal could exercise. However, the attorney in fact may not make or change a will.

(b) In exercising powers of amendment or revocation, or powers to expend or withdraw property passing by trust, contract, or beneficiary designation at the principal's death, including specifically bequeathed property, joint accounts, life insurance, trusts, and retirement plans, the attorney in fact shall take the principal's estate plan into account to the extent the estate plan is known to the attorney in fact.

(c) The attorney in fact is not liable to a beneficiary of the principal's estate plan for an action performed under this section unless the attorney in fact acts in bad faith.

(d) The attorney in fact may:

(1) have access to; and

(2) copy, but not hold;

the principal's will, trusts, and other personal records to the extent necessary for the attorney in fact to act under this section.

As added by P.L.149-1991, SEC.2.

IC 30-5-5-16

Health care powers; religious tenets; funeral planning declaration

Sec. 16. (a) This section does not prohibit an individual capable of consenting to the individual's own health care or to the health care of another from consenting to health care administered in good faith under the religious tenets and practices of the individual requiring health care.

(b) Language conferring general authority with respect to health care powers means the principal authorizes the attorney in fact to do the following:

- (1) Employ or contract with servants, companions, or health care providers to care for the principal.
- (2) If the attorney in fact is an individual, consent to or refuse health care for the principal who is an individual in accordance with IC 16-36-4 and IC 16-36-1 by properly executing and attaching to the power of attorney a declaration or appointment, or both.
- (3) Admit or release the principal from a hospital or health care facility.
- (4) Have access to records, including medical records, concerning the principal's condition.
- (5) Make anatomical gifts on the principal's behalf.
- (6) Request an autopsy.
- (7) Make plans for the disposition of the principal's body, including executing a funeral planning declaration on behalf of the principal in accordance with IC 29-2-19.

As added by P.L.149-1991, SEC.2. Amended by P.L.2-1993, SEC.154; P.L.143-2009, SEC.30.

IC 30-5-5-17

Consent to or refusal of health care

Sec. 17. (a) If the attorney in fact has the authority to consent to or refuse health care under section 16(2) of this chapter, the attorney in fact may be empowered to ask in the name of the principal for health care to be withdrawn or withheld when it is not beneficial or when any benefit is outweighed by the demands of the treatment and death may result. To empower the attorney in fact to act under this section, the following language must be included in an appointment under IC 16-36-1 in substantially the same form set forth below:

I authorize my health care representative to make decisions in my best interest concerning withdrawal or withholding of health care. If at any time based on my previously expressed preferences and the diagnosis and prognosis my health care representative is satisfied that certain health care is not or would not be beneficial or that such health care is or would be excessively burdensome, then my health care representative may express my will that such health care be withheld or withdrawn and may consent on my behalf that any or all health care be discontinued or not instituted, even if death may result. My health care representative must try to discuss this decision

with me. However, if I am unable to communicate, my health care representative may make such a decision for me, after consultation with my physician or physicians and other relevant health care givers. To the extent appropriate, my health care representative may also discuss this decision with my family and others to the extent they are available.

(b) Nothing in this section may be construed to authorize euthanasia.

As added by P.L.149-1991, SEC.2. Amended by P.L.2-1993, SEC.155.

IC 30-5-5-18

Delegation of authority

Sec. 18. Language conferring general authority with respect to delegating authority means the principal authorizes the attorney in fact to delegate in writing to one (1) or more persons any or all powers given to the attorney in fact by the power of attorney.

As added by P.L.149-1991, SEC.2.

IC 30-5-5-19

All other matters

Sec. 19. Language conferring general authority with respect to all other matters means the principal authorizes the attorney in fact to act as an alter ego of the principal with respect to all possible matters and affairs affecting property owned by the principal that the principal can perform through an attorney in fact.

As added by P.L.149-1991, SEC.2.

IC 30-5-6

Chapter 6. Duties of the Attorney in Fact

IC 30-5-6-1

Exercise of powers not required

Sec. 1. The attorney in fact is not required to exercise the powers granted under the power of attorney or to assume control of or responsibility for any of the principal's property, care, or affairs, regardless of the principal's physical or mental condition.

As added by P.L.149-1991, SEC.2.

IC 30-5-6-2

Due care to act for benefit of principal

Sec. 2. Except as otherwise stated in the power of attorney, the attorney in fact shall use due care to act for the benefit of the principal under the terms of the power of attorney.

As added by P.L.149-1991, SEC.2.

IC 30-5-6-3

Fiduciary capacity; exercise of all powers

Sec. 3. An attorney in fact shall exercise all powers granted under the power of attorney in a fiduciary capacity.

As added by P.L.149-1991, SEC.2.

IC 30-5-6-4

Records of transactions; accounting

Sec. 4. (a) The attorney in fact shall keep complete records of all transactions entered into by the attorney in fact on behalf of the principal:

- (1) for six (6) years after the date of the transaction; or
- (2) until the records are delivered to the successor attorney in fact;

whichever occurs first.

(b) Except as otherwise stated in the power of attorney, the attorney in fact is not required to render an accounting. The attorney in fact shall render a written accounting if an accounting is ordered by a court, requested by the principal, a guardian appointed for the principal, or, upon the death of the principal, the personal representative of the principal's estate, or an heir or legatee of the principal.

(c) An attorney in fact shall deliver an accounting requested under subsection (b) to:

- (1) the principal;
- (2) a guardian appointed for the principal;
- (3) the personal representative of the principal's estate;
- (4) an heir of the principal after the death of the principal; or
- (5) a legatee of the principal after the death of the principal;

not later than sixty (60) days after the date the attorney in fact receives the written request for an accounting. In the event of the principal's death, an accounting under this subsection must be

requested not later than nine (9) months after the date of the principal's death.

(d) Not more than one (1) accounting is required under this section in each twelve (12) month period unless the court, in its discretion, orders additional accountings.

(e) If an attorney in fact fails to deliver an accounting as required under subsection (c), the person requesting the accounting may initiate an action in mandamus to compel the attorney in fact to render the accounting. The court may award the attorney's fees and court costs incurred under this subsection to the person requesting the accounting if the court finds that the attorney in fact failed to render an accounting as required under this section without just cause.

As added by P.L.149-1991, SEC.2. Amended by P.L.77-1998, SEC.1; P.L.252-2001, SEC.35; P.L.165-2002, SEC.8.

IC 30-5-6-4.5

Attorney in fact's authority to hire persons; cost incurred to defend actions of attorney in fact

Sec. 4.5. (a) An attorney in fact has the authority to employ persons, including:

- (1) attorneys;
- (2) accountants;
- (3) investment advisers; and
- (4) agents;

to assist the attorney in fact in the performance of the attorney in fact's fiduciary duties. Any reasonable costs incurred with regard to services rendered for the benefit of the principal shall be paid from the principal's asset holdings.

(b) Except as provided in subsection (c), if an accounting is requested as set forth in section 4 of this chapter, costs incurred by the attorney in fact:

- (1) to defend the actions of the attorney in fact on behalf of the principal with regard to the preparation of the accounting; and
- (2) to defend any other actions of the attorney in fact on behalf of the principal;

shall be paid from the principal's asset holdings.

(c) If a court determines that an attorney in fact:

- (1) breached the attorney in fact's fiduciary duty or obligation to the principal; or
- (2) was engaged in self-dealing activities with the principal's asset holdings;

the court may determine that the attorney in fact is responsible for the payment of the costs incurred under subsection (b).

As added by P.L.165-2002, SEC.9.

IC 30-5-6-5

Notice to health care providers of power of attorney

Sec. 5. The attorney in fact shall ascertain whether the principal has notified the principal's health care providers that a power of

attorney has been executed. If the principal has not notified the principal's health care providers of the existence of a power of attorney, the attorney in fact shall notify the health care providers of the existence of the power of attorney.

As added by P.L.149-1991, SEC.2.

IC 30-5-7

Chapter 7. Duties of Health Care Providers

IC 30-5-7-1

Application of chapter

Sec. 1. This chapter applies to a health care provider with whom an attorney in fact deals under a power of attorney.

As added by P.L.149-1991, SEC.2.

IC 30-5-7-2

Medical records

Sec. 2. (a) A health care provider furnished with a copy of a declaration under IC 16-36-4 or an appointment under IC 16-36-1 shall make the documents a part of the principal's medical records.

(b) If a change in or termination of a power of attorney becomes known to the health care provider, the change or termination shall be noted in the principal's medical records.

As added by P.L.149-1991, SEC.2. Amended by P.L.2-1993, SEC.156.

IC 30-5-7-3

Patient lacking capacity to give informed consent; consultation with attorney in fact

Sec. 3. Whenever a health care provider believes a patient may lack the capacity to give informed consent to health care the provider considers necessary, the provider shall consult with the attorney in fact who has power to act for the patient under IC 16-36-4, IC 16-36-1, or this article.

As added by P.L.149-1991, SEC.2. Amended by P.L.2-1993, SEC.157.

IC 30-5-7-4

Compliance with decision of attorney in fact; comfort care; unwillingness to comply

Sec. 4. (a) A health care provider shall comply with a health care decision made by an attorney in fact under a power of attorney if the decision is communicated to the provider. A health care provider may continue to administer treatment for the principal's comfort care or the alleviation of pain in addition to treatment made under the decision of the attorney in fact.

(b) If a health care provider is unwilling to comply with a health care decision made by the attorney in fact, the provider shall do the following:

(1) Notify the attorney in fact of the provider's unwillingness to comply with the decision.

(2) Promptly take all steps necessary to transfer the responsibility for the principal's health care to another health care provider designated by the attorney in fact.

As added by P.L.149-1991, SEC.2.

IC 30-5-7-5

Access to medical records by attorney in fact; release of information

Sec. 5. (a) A health care provider shall give an attorney in fact authorized to receive information under a power of attorney the same access as the principal has to examine and copy the principal's medical records, including records relating to mental health and other medical conditions held by a physician, psychiatrist, psychologist, therapist, hospital, nursing home, or other provider. The access to records shall be given at the principal's expense and may be subject to reasonable rules of the provider to prevent disruption of the principal's health care.

(b) An attorney in fact may release information obtained under subsection (a) to any person authorized to receive the information under IC 16-39.

As added by P.L.149-1991, SEC.2. Amended by P.L.2-1993, SEC.158.

IC 30-5-7-6

Anatomical gifts, autopsies, or remains disposition

Sec. 6. If a power of attorney authorizes the attorney in fact to:

- (1) make an anatomical gift on behalf of the principal;
- (2) authorize an autopsy of the principal's remains; or
- (3) direct the disposition of the principal's remains;

the anatomical gift, autopsy, or remains disposition shall be considered the act of the principal or of the person who has priority under law to make the necessary decisions. Each person to whom the attorney in fact communicates a direction shall comply with the direction.

As added by P.L.149-1991, SEC.2.

IC 30-5-8

Chapter 8. Reliance Upon a Power of Attorney

IC 30-5-8-1

Effect of acts performed under power of attorney

Sec. 1. All acts performed by an attorney in fact under a power of attorney have the same effect, provide the same benefit, and bind the principal and the principal's successors in interest in the same manner as if the principal were competent, not incapacitated, and had acted on the principal's own behalf.

As added by P.L.149-1991, SEC.2.

IC 30-5-8-2

Presumption of validity; actual knowledge of invalidity

Sec. 2. A written power of attorney that purports to be signed by the principal named in the power of attorney is presumed valid. A party may rely on the presumption of validity unless the party has actual knowledge that the power was not validly executed.

As added by P.L.149-1991, SEC.2.

IC 30-5-8-3

Signature of attorney in fact as attestation; conclusive proof

Sec. 3. A signature of the attorney in fact that identifies the principal and the attorney in fact, or a similar written disclosure, is an attestation and is conclusive proof to a party relying on the attestation, except a party with actual knowledge that the attestation is false, that:

- (1) the principal was competent at the time the power of attorney was executed;
- (2) the attorney in fact does not have actual knowledge of the termination of the power of attorney;
- (3) in the case of a successor attorney in fact, the original attorney in fact has failed or ceased to serve, and the successor attorney in fact is empowered to act on behalf of the principal; and
- (4) if the effective date of the power of attorney begins upon the occurrence of a certain event, the event has occurred and the attorney in fact is able to act under the power of attorney.

As added by P.L.149-1991, SEC.2.

IC 30-5-8-4

Investigation not required

Sec. 4. A person relying on the power of attorney or the attestation of the attorney in fact is not required to investigate any of the following:

- (1) Whether the power of attorney is valid.
- (2) Whether the attorney in fact is authorized to act.
- (3) What the attorney in fact does with property delivered to the attorney in fact.

As added by P.L.149-1991, SEC.2.

IC 30-5-8-5

Copy of power of attorney; certification

Sec. 5. A copy of the power of attorney has the same force and effect as the original power of attorney if the attorney in fact certifies that the copy is a true and correct copy.

As added by P.L.149-1991, SEC.2.

IC 30-5-8-6

Concurrent appointments; independent execution

Sec. 6. Appointments made under this article, IC 16-36-4, and IC 16-36-1 can be made concurrently and will be given full effect under the law. However, the appointments may be executed independently and remain valid in their own right.

As added by P.L.149-1991, SEC.2. Amended by P.L.2-1993, SEC.159.

IC 30-5-8-7

Reliance on power of attorney; immunity

Sec. 7. (a) A person who acts in good faith reliance on a power of attorney is immune from liability to the same extent as if the person had dealt directly with the named principal and the named principal had been competent and not incapacitated.

(b) The named attorney in fact may furnish an affidavit to a person that states, to the best knowledge of the attorney in fact:

- (1) that the instrument relied on by the person is a true copy of the power of attorney;
- (2) that the named principal is alive;
- (3) that the power of attorney was validly granted and executed;
- (4) that the relevant powers granted to the attorney in fact have not been altered or terminated;
- (5) in the case of a successor attorney in fact, that the original attorney in fact has failed or ceased to serve and the successor attorney in fact is empowered to act on behalf of the principal; and
- (6) if the effective date of the power of attorney begins upon the occurrence of a certain event, that the event has occurred and the attorney in fact is authorized to act under the power of attorney.

(c) A person who:

- (1) relies on an affidavit described in subsection (b); and
- (2) acts in good faith;

is immune from liability that might otherwise arise from the person's action in reliance on the power of attorney that is the subject of the affidavit.

As added by P.L.238-2005, SEC.51.

IC 30-5-9

Chapter 9. Liabilities

IC 30-5-9-1

Negligent exercise of power; bad faith

Sec. 1. (a) An attorney in fact is liable for the negligent exercise of the power of attorney, except for the exercise of the attorney in fact's power under IC 30-5-5-16 or IC 30-5-5-17.

(b) An attorney in fact is liable for the exercise of authority or failure to exercise authority under IC 30-5-5-16 or IC 30-5-5-17 only if the attorney in fact acted in bad faith.

As added by P.L.149-1991, SEC.2. Amended by P.L.1-2006, SEC.495.

IC 30-5-9-2

Attorney in fact benefiting from act; individual or conflicting interests

Sec. 2. (a) An attorney in fact who acts with due care for the benefit of the principal is not liable or limited only because the attorney in fact:

- (1) also benefits from the act;
- (2) has individual or conflicting interests in relation to the property, care, or affairs of the principal; or
- (3) acts in a different manner with respect to the principal's and the attorney in fact's individual interests.

(b) A gift, bequest, transfer, or transaction is not presumed to be valid or invalid if the gift, bequest, transfer, or transaction:

- (1) is:
 - (A) made by the principal taking action; and
 - (B) not made by an attorney in fact acting for the principal under a power of attorney; and
- (2) benefits the principal's attorney in fact.

As added by P.L.149-1991, SEC.2. Amended by P.L.238-2005, SEC.52.

IC 30-5-9-3

Amended or terminated power of attorney

Sec. 3. The attorney in fact is not liable for actions taken under an amended or terminated power of attorney if the attorney in fact does not have actual knowledge of the amendment or termination.

As added by P.L.149-1991, SEC.2.

IC 30-5-9-4

Errors of judgment; actions or defaults of other persons

Sec. 4. The attorney in fact is not liable for a loss due to an error of judgment or for the act or default of another person.

As added by P.L.149-1991, SEC.2.

IC 30-5-9-5

Exoneration clauses

Sec. 5. The principal may provide in the power of attorney that the attorney in fact is liable only if the attorney in fact acts in bad faith. This exoneration is binding on the principal and the principal's successors in interest.

As added by P.L.149-1991, SEC.2.

IC 30-5-9-6

Successor attorney in fact not liable for acts of predecessor

Sec. 6. A successor attorney in fact who is named in a power of attorney to succeed an attorney in fact who fails or ceases to serve is not liable for the actions taken by a previous attorney in fact.

As added by P.L.149-1991, SEC.2.

IC 30-5-9-7

Co-attorneys in fact

Sec. 7. If two (2) or more attorneys in fact are authorized to act on behalf of a principal, an attorney in fact who did not join in or consent to the action of one (1) or more of the co-attorneys in fact is not liable for the action. Failure to object to an action is not consent to the action.

As added by P.L.149-1991, SEC.2.

IC 30-5-9-8

Good faith purchasers; persons accepting authority of attorney in fact

Sec. 8. (a) A good faith purchaser from a person who has obtained an interest in property from an attorney in fact is not liable to the principal, the heirs or assigns of the principal, or the personal representative of the estate of the principal.

(b) A person accepting the authority of an attorney in fact to exercise a power granted under a power of attorney is not liable to the principal, the heirs and assigns of the principal, or the personal representative of the principal if:

- (1) the person has no actual notice of the revocation of the power of attorney before the transaction;
- (2) the person has no actual knowledge of the death of the principal; or
- (3) the person has no actual knowledge that the duration of the power of attorney specified in the power of attorney, if a duration is specified, has not expired.

As added by P.L.149-1991, SEC.2.

IC 30-5-9-9

Persons refusing to accept authority of attorney in fact

Sec. 9. (a) Except as provided in subsection (b), a person who, not more than three (3) business days after receiving a power of attorney, refuses to accept the authority of an attorney in fact to exercise a power granted under a power of attorney is liable to the principal and to the principal's heirs, assigns, and the personal representative of the estate of the principal in the same manner as the person would be

liable had the person refused to accept the authority of the principal to act on the principal's own behalf. In any action brought in court to either force the acceptance of the authority of the attorney in fact or pursue damages as a result of the person's refusal to accept the authority of an attorney in fact, the person found liable for refusing to accept the authority of an attorney in fact shall pay the following:

(1) Three (3) times the amount of the actual damages.

(2) The attorney's fees of the person bringing the action to court.

(3) Prejudgment interest on the actual damages from the date the person refused to accept the authority of the attorney in fact.

(b) A person refusing to accept the authority of an attorney in fact to exercise a power granted under a power of attorney is not liable under subsection (a) if:

(1) the person has actual notice of the revocation of the power of attorney before the exercise of the power;

(2) the duration of the power of attorney specified in the power of attorney has expired;

(3) the person has actual knowledge of the death of the principal;

(4) the person reasonably believes that the power of attorney is not valid under Indiana law and provides the attorney in fact with a written statement not more than ten (10) business days after the refusal, describing the reason that the power of attorney is not valid under Indiana law; or

(5) the person reasonably believes that the power of attorney does not grant the attorney in fact with authority to perform the transaction requested and provides the attorney in fact with a written statement not more than ten (10) business days after the refusal, describing the reason the person believes the power of attorney is deficient under Indiana law.

(c) This section does not negate the liability a person would have to the principal or the attorney in fact under another form of power of attorney, under the common law, or otherwise.

As added by P.L.149-1991, SEC.2. Amended by P.L.252-2001, SEC.36; P.L.165-2002, SEC.10.

IC 30-5-9-10

Health care providers; persons acting in good faith reliance on direction or decision of attorney in fact

Sec. 10. A health care provider or other person who acts in good faith reliance on a direction or decision of an attorney in fact that is not clearly contrary to the terms of the power of attorney is protected and released from liability to the same extent as the provider or other person would be protected or released if the provider or other person had dealt directly with the principal as a fully competent person. In addition, the following rules shall be applied to protect and validate the acts of the attorney in fact and provider or other person:

(1) A health care provider or other person is not subject to civil or criminal liability or discipline for unprofessional conduct for

complying with a direction or decision by the attorney in fact, even if death or injury to the principal results.

(2) If the actions of a health care provider who fails to comply with a direction or decision of the attorney in fact are substantially in accord with reasonable medical standards at the time of reference and the provider promptly transfers the principal to another health care provider, the provider is not subject to civil or criminal liability or discipline for failure to comply with the attorney in fact.

(3) If the principal's death results from withholding or withdrawing health care in accordance with the terms of a power of attorney, the death is not a suicide or homicide for any purpose under a statute or rule of law and does not impair or invalidate an insurance, annuity, or other type of contract that is conditioned on the life or death of the principal, a term of the contract notwithstanding.

As added by P.L.149-1991, SEC.2.

IC 30-5-9-11

Liability of an attorney in fact

Sec. 11. An attorney in fact that violates this article is liable to the principal or the principal's successors in interest for damages and an amount required to reimburse the principal or the principal's successors in interest for the attorney's fees and costs paid as a result of the violation.

As added by P.L.143-2009, SEC.31.

IC 30-5-10

Chapter 10. Termination of the Power of Attorney

IC 30-5-10-0.5

Termination of power to exercise authority

Sec. 0.5. Unless the power of attorney provides otherwise, an attorney in fact may exercise authority until the authority terminates under this chapter, even if time has passed since the execution of the power of attorney.

As added by P.L.143-2009, SEC.32.

IC 30-5-10-1

Revocation of power; record

Sec. 1. (a) Except as otherwise stated in the power of attorney, an executed power of attorney may be revoked only by a written instrument of revocation that:

- (1) identifies the power of attorney revoked; and
- (2) is signed by the principal.

(b) A revocation under subsection (a) is not effective unless the attorney in fact or other person has actual knowledge of the revocation.

(c) If an executed power of attorney was recorded under IC 30-5-3-3, the revocation of the power of attorney must:

- (1) be recorded; and
- (2) reference the book and page or instrument number where the instrument creating the power of attorney is recorded.

As added by P.L.149-1991, SEC.2.

IC 30-5-10-2

Specific termination date and time

Sec. 2. If a power of attorney specifies a termination date and time, the power of attorney terminates at that date and time.

As added by P.L.149-1991, SEC.2.

IC 30-5-10-3

Incapacity of principal

Sec. 3. (a) Except as otherwise stated in the power of attorney, a power of attorney is not terminated by the incapacity of the principal.

(b) The incapacity of a principal who has previously executed a power of attorney that terminates on the principal's incapacity does not revoke or terminate the power of attorney as to the attorney in fact or other person who, without actual knowledge of the incapacity of the principal, acts in good faith under the power. Unless otherwise invalid or unenforceable, an action taken under this subsection binds the principal and the principal's successors in interest.

As added by P.L.149-1991, SEC.2.

IC 30-5-10-4

Death of principal; missing or missing in action; attorney in fact retains authority over anatomical gifts, autopsy, and disposition of

body

Sec. 4. (a) Except as provided in subsections (b) and (c), a power of attorney terminates on the death of the principal.

(b) The death of a principal who has executed a written power of attorney does not revoke or terminate the power of attorney as to the attorney in fact or other person who, without actual knowledge of the death of the principal, acts in good faith under the power. Unless otherwise invalid or unenforceable, an action taken under this subsection binds the principal and the principal's successors in interest.

(c) The death of a principal who executes a written power of attorney does not revoke or terminate the power of attorney as to authority granted under IC 30-5-5-16(b)(5) through IC 30-5-5-16(b)(7). An action taken under this subsection binds the principal and the principal's successors in interest, unless the action is inconsistent with a written directive executed by the principal before the principal's death.

(d) Notice from the United States Department of Defense of the death of a principal who has given a power of attorney is official notice of the death of the principal. A report or listing of the principal's being missing or missing in action does not do any of the following:

(1) Constitute and may not be interpreted as actual notice of the death of the principal.

(2) Terminate the power of attorney.

As added by P.L.149-1991, SEC.2. Amended by P.L.238-2005, SEC.53.