

CHAPTER 633B

POWERS OF ATTORNEY

Referred to in [§235F.1](#), [524.1003](#), [524.1004](#), [524.1007](#), [524.1009](#), [633.556](#), [633.641](#), [638.2](#)

See also [chapter 144B](#) concerning
durable power of attorney for health care

SUBCHAPTER I		633B.123	Remedies under other law.
GENERAL PROVISIONS		633B.124	through 633B.200 Reserved.
PART 1			
CONSTRUCTION — SCOPE — EFFECT			SUBCHAPTER II
633B.1	and 633B.2 Repealed by 2014 Acts, ch 1078, §48.		AGENT AUTHORITY
633B.101	Title.	633B.201	Authority — specific and general.
633B.102	Definitions.	633B.202	Incorporation of authority.
633B.103	Applicability.	633B.203	Construction of authority generally.
633B.104	Durability of power of attorney.	633B.204	Real property.
633B.105	Execution.	633B.205	Tangible personal property.
633B.106	Validity.	633B.206	Stocks and bonds.
633B.107	Meaning and effect.	633B.207	Commodities and options.
633B.108	Nomination of conservator or guardian — relation of agent to court-appointed fiduciary.	633B.208	Banks and other financial institutions.
633B.109	When power of attorney effective.	633B.209	Operation of entity or business.
633B.110	Termination — power of attorney or agent authority.	633B.210	Insurance and annuities.
		633B.211	Estates, trusts, and other beneficial interests.
		633B.212	Claims and litigation.
		633B.213	Personal and family maintenance.
		633B.214	Benefits from governmental programs or civil or military service.
		633B.215	Retirement plans.
		633B.216	Taxes.
		633B.217	Gifts.
		633B.218	through 633B.300 Reserved.
			SUBCHAPTER III
			FORMS
		633B.301	Power of attorney — form.
		633B.302	Agent's certification — optional form.
		633B.303	through 633B.400 Reserved.
			SUBCHAPTER IV
			APPLICABILITY
		633B.401	Uniformity of application and construction.
		633B.402	Relation to Electronic Signatures in Global and National Commerce Act.
		633B.403	Effect on existing powers of attorney.
PART 2			
AGENTS			
633B.111	Coagents and successor agents.		
633B.112	Reimbursement and compensation of agent.		
633B.113	Agent's acceptance.		
633B.114	Agent's duties.		
633B.115	Exoneration of agent.		
633B.116	Judicial relief.		
633B.117	Agent's liability.		
633B.118	Agent's resignation — notice.		
PART 3			
ACKNOWLEDGED POWER OF ATTORNEY			
633B.119	Acknowledged power of attorney — acceptance and reliance.		
633B.120	Refusal to accept acknowledged power of attorney — liability.		
PART 4			
MISCELLANEOUS			
633B.121	Principles of law and equity.		
633B.122	Laws applicable to financial institutions and entities.		

SUBCHAPTER I
GENERAL PROVISIONS

PART 1
CONSTRUCTION — SCOPE — EFFECT

633B.1 and 633B.2 Repealed by 2014 Acts, ch 1078, §48.

633B.101 Title.

[This chapter](#) shall be known and may be cited as the “*Iowa Uniform Power of Attorney Act*”.
[2014 Acts, ch 1078, §3](#)

633B.102 Definitions.

1. “*Agent*” means a person granted authority to act for a principal under a power of attorney, whether denominated an agent, attorney in fact, or otherwise. The term includes an original agent, coagent, successor agent, and a person to which an agent’s authority is delegated.

2. “*Conservator*” or “*conservatorship*” means a conservator appointed or conservatorship established pursuant to [section 633.553](#), [633.554](#), or [633.567](#) or a similar provision of the laws of another state.

3. “*Durable*”, with respect to a power of attorney, means not terminated by the principal’s incapacity.

4. “*Electronic*” means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

5. “*Good faith*” means honesty in fact.

6. “*Guardian*” or “*guardianship*” means a guardian appointed or a guardianship established pursuant to sections [633.552](#) and [633.568](#) or a similar provision of the laws of another state.

7. “*Incapacity*” means the inability of an individual to manage property or business affairs because the individual is any of the following:

a. An individual whose decision-making capacity is so impaired that the individual is unable to make, communicate, or carry out important decisions concerning the individual’s financial affairs.

b. Detained or incarcerated in a penal system.

c. Outside the United States and unable to return.

8. “*Person*” means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, public corporation, government or governmental subdivision, agency, or instrumentality, or any other legal or commercial entity.

9. “*Power of attorney*” means a writing that grants authority to an agent to act in the place of the principal, whether or not the term “power of attorney” is used.

10. “*Presently exercisable general power of appointment*”, with respect to property or a property interest subject to a power of appointment, means power exercisable at the time in question to vest absolute ownership in the principal individually, the principal’s estate, the principal’s creditors, or the creditors of the principal’s estate. The term includes a power of appointment not exercisable until the occurrence of a specified event, the satisfaction of an ascertainable standard, or the passage of a specified period of time only after the occurrence of the specified event, the satisfaction of the ascertainable standard, or the passage of the specified period of time. The term does not include a power exercisable in a fiduciary capacity or only by will.

11. “*Principal*” means an individual who grants authority to an agent in a power of attorney.

12. “*Property*” means anything that may be the subject of ownership, whether real or personal, or legal or equitable, or any interest or right therein.

13. “*Record*” means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

14. “*Sign*” means, with present intent to authenticate or adopt a record, to do any of the following:

- a. Execute or adopt a tangible symbol.
- b. Attach to or logically associate with the record an electronic sound, symbol, or process.

15. “*State*” means a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States.

16. “*Stocks and bonds*” means stocks, bonds, mutual funds, and all other types of securities and financial instruments, whether held directly, indirectly, or in any other manner. The term does not include commodity futures contracts and call or put options on stocks or stock indexes.

[2014 Acts, ch 1078, §4](#); [2019 Acts, ch 57, §39, 43, 44](#)

Referred to in [§638.2](#)

633B.103 Applicability.

[This chapter](#) applies to all powers of attorney except for the following:

1. A power to the extent it is coupled with an interest of the agent in the subject of the power, including but not limited to a power given to or for the benefit of a creditor in connection with a credit transaction.

2. A power to make health care decisions.

3. A proxy or other delegation to exercise voting rights or management rights with respect to an entity.

4. A power created on a form prescribed by a government or governmental subdivision, agency, or instrumentality for a governmental purpose.

[2014 Acts, ch 1078, §5](#)

Referred to in [§633B.110](#)

633B.104 Durability of power of attorney.

A power of attorney created under [this chapter](#) is durable unless the power of attorney expressly provides that it is terminated by the incapacity of the principal.

[2014 Acts, ch 1078, §6](#)

633B.105 Execution.

A power of attorney must be signed by the principal or in the principal’s conscious presence by another individual, other than any prospective agent, directed by the principal to sign the principal’s name on the power of attorney. A power of attorney must be acknowledged before a notary public or other individual authorized by law to take acknowledgments. An agent named in the power of attorney shall not notarize the principal’s signature. An acknowledged signature on a power of attorney is presumed to be genuine.

[2014 Acts, ch 1078, §7](#)

Referred to in [§633B.106](#), [633B.119](#)

633B.106 Validity.

1. A power of attorney executed in this state on or after July 1, 2014, is valid if the execution of the power of attorney complies with [section 633B.105](#).

2. A power of attorney executed in this state before July 1, 2014, is valid if the execution of the power of attorney complied with the law of this state as it existed at the time of execution.

3. A power of attorney executed other than in this state is valid in this state if, when the power of attorney was executed, the execution complied with any of the following:

a. The law of the jurisdiction that determines the meaning and effect of the power of attorney pursuant to [section 633B.107](#).

b. The requirements for a military power of attorney pursuant to 10 U.S.C. §1044b, as amended.

4. Except as otherwise provided by law, a photocopy or electronically transmitted copy of an original power of attorney has the same effect as the original.

[2014 Acts, ch 1078, §8](#)

633B.107 Meaning and effect.

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

[2014 Acts, ch 1078, §9](#)

Referred to in [§633B.106](#)

633B.108 Nomination of conservator or guardian — relation of agent to court-appointed fiduciary.

1. Under a power of attorney, a principal may nominate a conservator of the principal's estate or guardian of the principal's person for consideration by the court if proceedings for the principal's estate or person are begun after the principal executes the power of attorney. Except for good cause shown or disqualification, the court shall make its appointment in accordance with the principal's most recent nomination. [This section](#) does not prohibit an individual from executing a petition for the voluntary appointment of a guardian or conservator on a standby basis pursuant to sections [633.568](#) and [633.591](#).

2. If, after a principal executes a power of attorney, a court appoints a conservator of the principal's estate or other fiduciary charged with the management of some or all of the principal's property, the power of attorney is suspended unless the power of attorney provides otherwise or unless the court appointing the conservator decides the power of attorney should continue. If the power of attorney continues, the agent is accountable to the fiduciary as well as to the principal. The power of attorney shall be reinstated upon termination of the conservatorship as a result of the principal regaining capacity.

[2014 Acts, ch 1078, §10; 2019 Acts, ch 57, §40, 43, 44](#)

Referred to in [§633.641](#)

633B.109 When power of attorney effective.

1. A power of attorney is effective when executed unless the principal provides in the power of attorney that it becomes effective at a future date or upon the occurrence of a future event or contingency.

2. If a power of attorney becomes effective upon the occurrence of a future event or contingency, the principal, in the power of attorney, may authorize one or more persons to determine in a writing or other record that the event or contingency has occurred.

3. If a power of attorney becomes effective upon the principal's incapacity and the principal has not authorized a person to determine whether the principal is incapacitated or the person authorized is unable or unwilling to make the determination, the power of attorney becomes effective upon a determination in a writing or other record by the occurrence of any of the following:

a. A licensed physician or licensed psychologist determines that the principal is incapacitated.

b. A judge, or an appropriate governmental official determines that the principal is incapacitated.

4. A person authorized by the principal in the power of attorney to determine that the principal is incapacitated may act as the principal's personal representative pursuant to the federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, including amendments thereto and regulations promulgated thereunder, to obtain access to the principal's health care information and to communicate with the principal's health care provider.

[2014 Acts, ch 1078, §11](#)

633B.110 Termination — power of attorney or agent authority.

1. A power of attorney terminates when any of the following occurs:

a. The principal dies.

- b. The principal becomes incapacitated, if the power of attorney is not durable.
 - c. The principal revokes the power of attorney.
 - d. The power of attorney provides that it terminates.
 - e. The purpose of the power of attorney is accomplished.
 - f. The principal revokes the agent's authority or the agent dies, becomes incapacitated, or resigns, and the power of attorney does not provide for another agent to act under the power of attorney.
- 2. An agent's authority terminates when any of the following occurs:
 - a. The principal revokes the authority.
 - b. The agent dies, becomes incapacitated, or resigns.
 - c. An action is filed for the dissolution or annulment of the agent's marriage to the principal or for their legal separation, unless the power of attorney otherwise provides.
 - d. The power of attorney terminates.
 - e. The agent is named as having abused the principal in a founded dependent adult abuse report.
 - f. The agent is convicted of dependent adult abuse for having abused the principal.
 - 3. Unless the power of attorney otherwise provides, an agent's authority is exercisable until the agent's authority terminates under [subsection 2](#), notwithstanding a lapse of time since the execution of the power of attorney.
 - 4. Termination of a power of attorney or an agent's authority under [this section](#) is not effective as to the agent or another person that, without actual knowledge of the termination, acts in good faith under the power of attorney. An act so performed, unless otherwise invalid or unenforceable, binds the principal and the principal's successors in interest.
 - 5. Incapacity of the principal of a power of attorney that is not durable does not revoke or terminate the power of attorney as to an agent or other person that, without actual knowledge of the incapacity, acts in good faith under the power of attorney. An act so performed, unless otherwise invalid or unenforceable, binds the principal and the principal's successors in interest.
 - 6. Except as provided in [section 633B.103](#), the execution of a general or plenary power of attorney revokes all general or plenary powers of attorney previously executed in this state by the principal, but does not revoke a power of attorney limited to a specific and identifiable action or transaction, which action or transaction is still capable of performance but has not yet been fully accomplished by the agent.

[2014 Acts, ch 1078, §12; 2018 Acts, ch 1084, §1](#)

PART 2

AGENTS

633B.111 Coagents and successor agents.

- 1. A principal may designate two or more persons to act as coagents. Unless the power of attorney otherwise provides, all of the following apply to actions of coagents:
 - a. A power held by coagents shall be exercised by majority action.
 - b. If impasse occurs due to the failure to reach a majority decision, any agent may petition the court to decide the issue, or a majority of the agents may consent to an alternative form of dispute resolution.
 - c. If one or more agents resigns or becomes unable to act, the remaining coagents may act.
- 2. A principal may designate one or more successor agents to act if an agent resigns, dies, becomes incapacitated, is not qualified to serve, or declines to serve. A principal may grant authority to designate one or more successor agents to an agent or other person designated by name, office, or function. Unless the power of attorney otherwise provides, a successor agent:
 - a. Has the same authority as that granted to the original agent.
 - b. Shall not act until all predecessor agents have resigned, died, become incapacitated, are no longer qualified to serve, or have declined to serve.

3. Except as otherwise provided in the power of attorney and [subsection 4](#), an agent that does not participate in or conceal a breach of fiduciary duty committed by another agent, including a predecessor agent, is not liable for the actions of the other agent.

4. An agent with actual knowledge of a breach or imminent breach of fiduciary duty by another agent shall notify the principal and, if the principal is incapacitated, take any action reasonably appropriate in the circumstances to safeguard the principal's best interest. An agent that fails to notify the principal or take action as required by [this subsection](#) is liable for the reasonably foreseeable damages that could have been avoided if the agent had notified the principal or taken such action.

[2014 Acts, ch 1078, §13](#)

633B.112 Reimbursement and compensation of agent.

Unless the power of attorney otherwise provides, an agent who is an individual is entitled to reimbursement of expenses reasonably incurred on behalf of the principal but not to compensation. If a power of attorney does provide for compensation or if the agent is a bank or trust company authorized to administer trusts in Iowa, the compensation must be reasonable under the circumstances.

[2014 Acts, ch 1078, §14](#)

633B.113 Agent's acceptance.

Except as otherwise provided in the power of attorney, a person accepts appointment as an agent under a power of attorney by exercising authority or performing duties as an agent or by any other assertion or conduct indicating acceptance.

[2014 Acts, ch 1078, §15](#)

633B.114 Agent's duties.

1. Notwithstanding provisions in the power of attorney, an agent that has accepted appointment shall act in conformity with all of the following:

a. In accordance with the principal's reasonable expectations to the extent actually known by the agent and otherwise in the principal's best interest.

b. In good faith.

c. Only within the scope of authority granted in the power of attorney.

2. Except as otherwise provided in the power of attorney, an agent that has accepted appointment shall do all of the following:

a. Act loyally for the principal's benefit.

b. Act so as not to create a conflict of interest that impairs the agent's ability to act impartially in the principal's best interest.

c. Act with the care, competence, and diligence ordinarily exercised by agents in similar circumstances.

d. Keep a record of all receipts, disbursements, and transactions made on behalf of the principal.

e. Cooperate with a person that has authority to make health care decisions for the principal to carry out the principal's reasonable expectations to the extent actually known by the agent and, otherwise, act in the principal's best interest.

f. Attempt to preserve the principal's estate plan, to the extent actually known by the agent, if preserving the plan is consistent with the principal's best interest based upon all relevant factors, including all of the following:

(1) The value and nature of the principal's property.

(2) The principal's foreseeable obligations and need for maintenance.

(3) Minimization of the principal's taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes.

(4) The principal's eligibility for a benefit, a program, or assistance under a statute or regulation or contract.

3. An agent that acts in good faith is not liable to any beneficiary under the principal's estate plan for failure to preserve the plan.

4. An agent that acts with care, competence, and diligence for the best interest of the

principal is not liable solely because the agent also benefits from the act or has an individual or conflicting interest in relation to the property or affairs of the principal.

5. If an agent is selected by the principal because of special skills or expertise possessed by the agent or in reliance on the agent's representation that the agent has special skills or expertise, the special skills or expertise shall be considered in determining whether the agent has acted with care, competence, and diligence under the circumstances.

6. Absent a breach of duty to the principal, an agent is not liable if the value of the principal's property declines.

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

8. Except as otherwise provided in the power of attorney, an agent is not required to disclose receipts, disbursements, or transactions conducted on behalf of the principal unless ordered by a court or requested by the principal, a conservator, another fiduciary acting for the principal, a governmental agency having authority to protect the welfare of the principal, or, upon the death of the principal, by the personal representative or a successor in interest of the principal's estate. If an agent receives a request to disclose such information, the agent shall comply with the request within thirty days of the request or provide a writing or other record substantiating why additional time is necessary. Such additional time shall not exceed thirty days.

[2014 Acts, ch 1078, §16](#)

633B.115 Exoneration of agent.

A provision in a power of attorney relieving an agent of liability for breach of duty is binding on the principal and the principal's successors in interest except to the extent the provision does any of the following:

1. Relieves the agent of liability for a breach of duty committed in bad faith, with an improper motive, or with reckless indifference to the purposes of the power of attorney or the best interest of the principal.

2. Was included in the power of attorney as a result of an abuse of a confidential or fiduciary relationship with the principal.

[2014 Acts, ch 1078, §17](#)

633B.116 Judicial relief.

1. The following persons may petition a court to construe a power of attorney or to review an agent's conduct:

- a. The principal or the agent.
- b. A guardian, conservator, or other fiduciary acting for the principal.
- c. A person authorized to make health care decisions for the principal.
- d. The principal's spouse, parent, or descendant or an individual who would qualify as a presumptive heir of the principal.
- e. A person named as a beneficiary to receive any property, benefit, or contractual right upon the principal's death or as a beneficiary of a trust created by or for the principal that has a financial interest in the principal's estate.
- f. A governmental agency having regulatory authority to protect the welfare of the principal.
- g. A person who becomes aware of pending criminal charges of dependent adult abuse against the agent as having abused the principal.
- h. A person who becomes aware of an investigation of dependent adult abuse related to the agent as having abused the principal.
- i. The principal's caregiver, including but not limited to a caretaker as defined in [section 235B.2 or 235E.1](#), or another person that demonstrates sufficient interest in the principal's welfare.
- j. A person asked to accept the power of attorney.
- k. A person designated by the principal in the power of attorney.

2. Upon motion to dismiss by the principal, the court shall dismiss a petition filed under [this section](#) unless the court finds that the principal lacks the capacity to revoke the agent's authority or the power of attorney.

3. Upon a petition to the court to review an agent's conduct relating to pending criminal charges of dependent adult abuse or an investigation of dependent adult abuse related to the principal, the court may suspend the agent's power of attorney and may appoint a guardian ad litem to represent the principal. The guardian ad litem shall be a practicing attorney.

4. The court may award reasonable attorney fees and costs to the prevailing party in a proceeding under [this section](#).

[2014 Acts, ch 1078, §18; 2018 Acts, ch 1084, §2, 3](#)

Referred to in [§633B.403](#)

633B.117 Agent's liability.

An agent that violates [this chapter](#) is liable to the principal or the principal's successors in interest for the amount required to do both of the following:

1. Restore the value of the principal's property to what it would have been had the violation not occurred.

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

[2014 Acts, ch 1078, §19](#)

633B.118 Agent's resignation — notice.

Unless the power of attorney provides for a different method for an agent's resignation, an agent may resign by giving notice to the principal and, if the principal is incapacitated, to any of the following:

1. The conservator or guardian, if a conservator or guardian has been appointed for the principal, and any coagent or successor agent.

2. If there is no conservator, guardian, or coagent or successor agent, the agent may give notice to any of the following:

a. The principal's caregiver, including but not limited to a caretaker as defined in [section 235B.2](#) or [235E.1](#).

b. Any other person reasonably believed by the agent to have sufficient interest in the principal's welfare.

c. A governmental agency having regulatory authority to protect the welfare of the principal.

[2014 Acts, ch 1078, §20](#)

PART 3

ACKNOWLEDGED POWER OF ATTORNEY

633B.119 Acknowledged power of attorney — acceptance and reliance.

1. For purposes of [this section](#) and [section 633B.120](#), "acknowledged" means purportedly verified before a notary public or other individual authorized by law to take acknowledgments.

2. A person that in good faith accepts an acknowledged power of attorney without actual knowledge that the signature is not genuine may rely upon the presumption under [section 633B.105](#) that the signature is genuine.

3. A person that in good faith accepts an acknowledged power of attorney without actual knowledge that the power of attorney is void, invalid, or terminated, that the purported agent's authority is void, invalid, or terminated, or that the agent is exceeding or improperly exercising the agent's authority may rely upon the power of attorney as if the power of attorney was genuine, valid, and still in effect, the agent's authority was genuine, valid, and still in effect, and the agent had not exceeded and had not improperly exercised the authority.

4. A person that is asked to accept an acknowledged power of attorney may request, and rely upon, all of the following without further investigation:

a. An agent's certification under penalty of perjury of any factual matter concerning the principal, agent, or power of attorney in substantially the same form as set out in [section 633B.302](#).

b. An English translation of the power of attorney if the power of attorney contains, in whole or in part, language other than English.

c. An opinion of agent's counsel as to any matter of law concerning the power of attorney if the person making the request provides the reason for the request in a writing or other record.

5. An English translation or an opinion of counsel requested under [this section](#) shall be provided at the principal's expense unless the request is made more than ten business days after the power of attorney is presented for acceptance.

6. For purposes of [this section](#) and [section 633B.120](#), a person who conducts activities through an employee is without actual knowledge of a fact relating to a power of attorney, a principal, or an agent if the employee conducting the transaction involving the power of attorney is without actual knowledge of the fact.

[2014 Acts, ch 1078, §21](#)

Referred to in [§633B.120](#)

633B.120 Refusal to accept acknowledged power of attorney — liability.

1. Except as otherwise provided in [subsection 2](#), all of the following shall apply to a person's actions regarding an acknowledged power of attorney:

a. A person shall either accept an acknowledged power of attorney or request a certification, a translation, or an opinion of counsel under [section 633B.119, subsection 4](#), no later than seven business days after presentation of the power of attorney for acceptance.

b. If a person requests a certification, a translation, or an opinion of counsel under [section 633B.119, subsection 4](#), the person shall accept the power of attorney no later than five business days after receipt of the certification, translation, or opinion of counsel.

c. A person shall not require an additional or different form of power of attorney for authority granted in the power of attorney presented unless an exception in [subsection 2](#) applies.

2. A person is not required to accept an acknowledged power of attorney if any of the following occurs:

a. The person is not otherwise required to engage in a transaction with the principal in the same circumstances.

b. Engaging in a transaction with the agent or the principal in the same circumstances would be inconsistent with federal law.

c. The person has actual knowledge of the termination of the agent's authority or of the power of attorney before exercise of the power.

d. A request for a certification, a translation, or an opinion of counsel under [section 633B.119, subsection 4](#), is refused.

e. The person in good faith believes that the power of attorney is not valid or that the agent does not have the authority to perform the act requested, or that the power of attorney does not comply with federal or state law or regulations, whether or not a certification, a translation, or an opinion of counsel under [section 633B.119, subsection 4](#), has been requested or provided.

f. The person makes, or has actual knowledge that another person has made, a report to the department of health and human services stating a good-faith belief that the principal may be subject to physical or financial abuse, neglect, exploitation, or abandonment by the agent or a person acting for or with the agent.

3. A person that refuses to accept an acknowledged power of attorney in violation of [this section](#) is subject to both of the following:

a. A court order mandating acceptance of the power of attorney.

b. Liability for damages sustained by the principal and reasonable attorney fees and costs incurred in any action or proceeding that confirms the validity of the power of attorney or

mandates acceptance of the power of attorney, provided that any such action must be brought within one year of the initial request for acceptance of the power of attorney.

2014 Acts, ch 1078, §22; 2016 Acts, ch 1088, §4, 8, 9; 2023 Acts, ch 19, §1283; 2024 Acts, ch 1043, §103

Referred to in §633B.119

PART 4 MISCELLANEOUS

633B.121 Principles of law and equity.

Unless displaced by a provision of [this chapter](#), the principles of law and equity supplement [this chapter](#).

2014 Acts, ch 1078, §23

633B.122 Laws applicable to financial institutions and entities.

[This chapter](#) does not supersede any other law applicable to financial institutions or other entities, and the other law controls if inconsistent with [this chapter](#).

2014 Acts, ch 1078, §24

633B.123 Remedies under other law.

The remedies under [this chapter](#) are not exclusive and do not abrogate any right or remedy under the law of this state other than [this chapter](#).

2014 Acts, ch 1078, §25

633B.124 through 633B.200 Reserved.

SUBCHAPTER II AGENT AUTHORITY

633B.201 Authority — specific and general.

1. An agent under a power of attorney may do any of the following on behalf of the principal or with the principal's property only if the power of attorney expressly grants the agent the authority and the exercise of the authority is not otherwise prohibited by another agreement or instrument to which the authority or property is subject:

- a. Create, amend, revoke, or terminate an inter vivos trust.
- b. Make a gift.
- c. Create or change rights of survivorship.
- d. Create or change a beneficiary designation.
- e. Delegate authority granted under the power of attorney.
- f. Waive the principal's right to be a beneficiary of a joint and survivor annuity, including but not limited to a survivor benefit under a retirement plan.
- g. Exercise fiduciary powers that the principal has authority to delegate.
- h. Disclaim property, including but not limited to a power of appointment.
- i. Exercise all rights and powers granted to an agent under [chapter 638](#).

2. Notwithstanding a grant of authority to do an act described in [subsection 1](#), unless the power of attorney otherwise provides, an agent that is not an ancestor, spouse, or descendant of the principal shall not exercise authority under a power of attorney to create in the agent, or in an individual to whom the agent owes a legal obligation of support, an interest in the principal's property, whether by gift, right of survivorship, beneficiary designation, disclaimer, or otherwise.

3. Subject to [subsections 1, 2, 4, and 5](#), if a power of attorney grants an agent authority to do all acts that a principal could do, the agent has the general authority described in [sections 633B.204 through 633B.216](#).

4. Unless the power of attorney otherwise provides, a grant of authority to make a gift is subject to [section 633B.217](#).

5. Subject to [subsections 1, 2, and 4](#), if the subjects over which authority is granted in a power of attorney are similar or overlap, the broadest authority controls.

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

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

[2014 Acts, ch 1078, §26; 2017 Acts, ch 79, §3](#)

Referred to in [§633B.203, 633B.204, 633B.205, 633B.206, 633B.207, 633B.208, 633B.209, 633B.210, 633B.212, 633B.213](#)

633B.202 Incorporation of authority.

1. An agent has authority described in [this chapter](#) if the power of attorney refers to general authority with respect to the descriptive term for the subjects stated in [sections 633B.204 through 633B.217](#) or cites the section in which the authority is described.

2. A reference in a power of attorney to general authority with respect to the descriptive term for a subject stated in [sections 633B.204 through 633B.217](#) or a citation to a section in [sections 633B.204 through 633B.217](#) incorporates the entire section as if it were set out in full in the power of attorney.

3. A principal may modify authority incorporated by reference.

[2014 Acts, ch 1078, §27](#)

633B.203 Construction of authority generally.

Except as otherwise provided in the power of attorney, by executing a power of attorney that incorporates by reference a subject described in [sections 633B.204 through 633B.217](#) or that grants an agent authority to do all acts that a principal could do pursuant to [section 633B.201, subsection 3](#), a principal authorizes the agent, with respect to that subject, to do all of the following:

1. Demand, receive, and obtain by litigation or otherwise, money or another thing of value to which the principal is, may become, or claims to be entitled, and conserve, invest, disburse, or use anything so received or obtained for the purposes intended.

2. Contract in any manner with any person, on terms agreeable to the agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release, or modify the contract or another contract made by or on behalf of the principal.

3. Execute, acknowledge, seal, deliver, file, or record any instrument or communication the agent considers desirable to accomplish a purpose of a transaction, including but not limited to creating at any time a schedule listing some or all of the principal's property and attaching the instrument or communication to the power of attorney.

4. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to a claim existing in favor of or against the principal or intervene in litigation relating to the claim.

5. Seek on the principal's behalf the assistance of a court or other governmental agency to carry out an act authorized in the power of attorney.

6. Engage, compensate, and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor.

7. Prepare, execute, and file a record, report, or other document to safeguard or promote the principal's interest under a statute, rule, or regulation.

8. Communicate with any representative or employee of a government or governmental subdivision, agency, or instrumentality, on behalf of the principal.

9. Access communications intended for, and communicate on behalf of, the principal, whether by mail, electronic transmission, telephone, or other means.

10. Do any lawful act with respect to the subject and all property related to the subject.

[2014 Acts, ch 1078, §28; 2015 Acts, ch 30, §183](#)

633B.204 Real property.

Unless the power of attorney otherwise provides and subject to [section 633B.201](#), language in a power of attorney granting general authority with respect to real property authorizes the agent to do all of the following:

1. Demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property.
 2. Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; be subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property, including the transfer or release of any and all of the principal's homestead rights under [section 561.13](#) and [chapter 597](#).
 3. Pledge or mortgage an interest in real property or a right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal, including the transfer or release of any and all of the principal's homestead rights under [section 561.13](#) and [chapter 597](#).
 4. Release, assign, satisfy, or enforce by litigation or otherwise, a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted.
 5. Manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the principal, including but not limited to by doing all of the following:
 - a. Insuring against liability or casualty or other loss.
 - b. Obtaining or regaining possession of or protecting the interest or right by litigation or otherwise.
 - c. Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them.
 - d. Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property.
 6. Use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the principal has, or claims to have, an interest or right.
 7. Participate in a reorganization with respect to real property or an entity that owns an interest in or a right incident to real property and receive, hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including by doing any of the following:
 - a. By selling or otherwise disposing of the stocks, bonds, or other property.
 - b. By exercising or selling an option, right of conversion, or similar right.
 - c. By exercising any voting rights in person or by proxy.
 8. Change the form of title of an interest in or right incident to real property.
 9. Dedicate to public use, with or without consideration, easements or other real property in which the principal has, or claims to have, an interest.
 10. Relinquish any and all of the principal's rights of dower, homestead, and elective share.
- [2014 Acts, ch 1078, §29; 2015 Acts, ch 29, §109; 2016 Acts, ch 1088, §5, 8, 9; 2018 Acts, ch 1030, §1, 2](#)

Referred to in [§633B.201](#), [633B.202](#), [633B.203](#)

633B.205 Tangible personal property.

Unless the power of attorney otherwise provides and subject to [section 633B.201](#), language in a power of attorney granting general authority with respect to tangible personal property authorizes the agent to do all of the following:

1. Demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property.

2. Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or otherwise dispose of tangible personal property or an interest in tangible personal property.

3. Grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal.

4. Release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property.

5. Manage or conserve tangible personal property or an interest in tangible personal property on behalf of the principal, including but not limited to by doing all of the following:

a. Insuring against liability or casualty or other loss.

b. Obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise.

c. Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments.

d. Moving the property from place to place.

e. Storing the property for hire or on a gratuitous bailment.

f. Using and making repairs, alterations, or improvements to the property.

6. Change the form of title of an interest in tangible personal property.

[2014 Acts, ch 1078, §30](#); [2015 Acts, ch 30, §184, 185](#)

Referred to in [§633B.201](#), [§633B.202](#), [§633B.203](#)

633B.206 Stocks and bonds.

Unless the power of attorney otherwise provides and subject to [section 633B.201](#), language in a power of attorney granting general authority with respect to stocks and bonds authorizes the agent to do all of the following:

1. Buy, sell, and exchange stocks and bonds.

2. Establish, continue, modify, or terminate an account with respect to stocks and bonds.

3. Pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the principal.

4. Receive certificates and other evidence of ownership with respect to stocks and bonds.

5. Exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

[2014 Acts, ch 1078, §31](#)

Referred to in [§633B.201](#), [§633B.202](#), [§633B.203](#)

633B.207 Commodities and options.

Unless the power of attorney otherwise provides and subject to [section 633B.201](#), language in a power of attorney granting general authority with respect to commodities and options authorizes the agent to do all of the following:

1. Buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange.

2. Establish, continue, modify, and terminate option accounts.

[2014 Acts, ch 1078, §32](#)

Referred to in [§633B.201](#), [§633B.202](#), [§633B.203](#)

633B.208 Banks and other financial institutions.

Unless the power of attorney otherwise provides and subject to [section 633B.201](#), language in a power of attorney granting general authority with respect to banks and other financial institutions authorizes the agent to do all of the following:

1. Continue, modify, and terminate an account or other banking arrangement made by or on behalf of the principal.

2. Establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent.

3. Contract for services available from a financial institution, including but not limited to renting a safe deposit box or space in a vault.

4. Withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution.

5. Receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them.

6. Enter a safe deposit box or vault and withdraw or add to the contents.

7. Borrow money and pledge as security personal property of the principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal.

8. Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the principal and pay the promissory note, check, draft, or other negotiable or nonnegotiable paper when due.

9. Receive for the principal and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or any other negotiable or nonnegotiable instrument.

10. Apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit.

11. Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

[2014 Acts, ch 1078, §33](#)

Referred to in [§633B.201](#), [§633B.202](#), [§633B.203](#)

633B.209 Operation of entity or business.

Subject to the terms of a document or an agreement governing an entity or business or an entity or business ownership interest, and subject to [section 633B.201](#), and unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to operation of an entity or business authorizes the agent to do all of the following:

1. Operate, buy, sell, enlarge, reduce, or terminate an ownership interest.

2. Perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the principal has, may have, or claims to have.

3. Enforce the terms of an ownership agreement.

4. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party because of an ownership interest.

5. Exercise in person or by proxy or enforce by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of stocks and bonds.

6. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party concerning stocks and bonds.

7. Do all of the following with respect to an entity or business owned solely by the principal:

a. Continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the principal with respect to the entity or business before execution of the power of attorney.

b. Determine all of the following:

(1) The location of the entity or business operation.

(2) The nature and extent of the entity or business.

(3) The methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in the operation of the entity or business.

(4) The amount and types of insurance carried by the entity or business.

(5) The mode of engaging, compensating, and dealing with the employees, accountants, attorneys, or other advisors of the entity or business.

c. Change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business.

d. Demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business.

8. Inject needed capital into an entity or business in which the principal has an interest.

9. Join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business.

10. Sell or liquidate all or part of the entity or business.

11. Establish the value of an entity or business under a buyout agreement to which the principal is a party.

12. Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments.

13. Pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the principal from illegal or unnecessary taxation, assessments, fines, or penalties with respect to an entity or business, including but not limited to attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

[2014 Acts, ch 1078, §34](#)

Referred to in [§633B.201](#), [§633B.202](#), [§633B.203](#)

633B.210 Insurance and annuities.

Unless the power of attorney otherwise provides and subject to [section 633B.201](#), language in a power of attorney granting general authority with respect to insurance and annuities authorizes the agent to do all of the following:

1. Continue, pay the premium or make a contribution on, or modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the principal which insures or provides an annuity to either the principal or another person whether or not the principal is a beneficiary under the contract.

2. Procure new, different, and additional contracts of insurance and annuities for the principal and the principal's spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment.

3. Pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the agent.

4. Apply for and receive a loan secured by a contract of insurance or annuity.

5. Surrender and receive the cash surrender value on a contract of insurance or annuity.

6. Exercise an election.

7. Exercise investment powers available under a contract of insurance or annuity.

8. Change the manner of paying premiums on a contract of insurance or annuity.

9. Change or convert the type of insurance or annuity with respect to which the principal has or claims to have authority described in [this section](#).

10. Apply for and procure a benefit or assistance under a statute, rule, or regulation to guarantee or pay premiums of a contract of insurance on the life of the principal.

11. Collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity.

12. Select the form and timing of the payment of proceeds from a contract of insurance or annuity.

13. Pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

[2014 Acts, ch 1078, §35; 2015 Acts, ch 29, §110](#)

Referred to in [§633B.201](#), [§633B.202](#), [§633B.203](#)

633B.211 Estates, trusts, and other beneficial interests.

1. In [this section](#), “*estate, trust, or other beneficial interest*” means a trust, probate estate,

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

2. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to estates, trusts, and other beneficial interests authorizes the agent to do all of the following:

- a. Accept, receive, provide a receipt for, sell, assign, pledge, or exchange a share in or payment from an estate, trust, or other beneficial interest.
- b. Demand or obtain money or another thing of value to which the principal is, may become, or claims to be, entitled by reason of an estate, trust, or other beneficial interest, by litigation or otherwise.
- c. Exercise for the benefit of the principal a presently exercisable general power of appointment held by the principal.
- d. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal.
- e. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary.
- f. Conserve, invest, disburse, or use any assets received for an authorized purpose.
- g. Transfer an interest of the principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the principal as settlor.
- h. Establish a medical assistance special needs trust pursuant to [chapter 633C](#) for the benefit of the principal and transfer an interest of the principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of any such trust.
- i. Establish a medical assistance income trust pursuant to [chapter 633C](#) for the benefit of the principal and transfer an income interest of the principal to the trustee of any such trust.

[2014 Acts, ch 1078, §36; 2016 Acts, ch 1088, §6, 8, 9; 2023 Acts, ch 124, §8](#)

Referred to in [§633B.201](#), [633B.202](#), [633B.203](#)

633B.212 Claims and litigation.

Unless the power of attorney otherwise provides and subject to [section 633B.201](#), language in a power of attorney granting general authority with respect to claims and litigation authorizes the agent to do all of the following:

1. Assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including but not limited to an action to recover property or other thing of value, recover damages sustained by the principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief.
2. Bring an action to determine adverse claims or intervene or otherwise participate in litigation.
3. Seek an attachment, garnishment, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree.
4. Make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the principal in litigation.
5. Submit to alternative dispute resolution, or settle, propose, or accept a compromise.
6. Waive the issuance and service of process upon the principal, accept service of process, appear for the principal, designate persons upon which process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation.
7. Act for the principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or with respect to a

reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the principal in property or other thing of value.

8. Pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation.

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

[2014 Acts, ch 1078, §37](#)

Referred to in [§633B.201](#), [633B.202](#), [633B.203](#)

633B.213 Personal and family maintenance.

1. Unless the power of attorney otherwise provides and subject to [section 633B.201](#), language in a power of attorney granting general authority with respect to personal and family maintenance authorizes the agent to do all of the following:

a. Perform the acts necessary to maintain the customary standard of living of the principal, the principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born:

(1) The principal's minor children.

(2) The principal's adult children who are pursuing a postsecondary school education and are under the age of twenty-five.

(3) The principal's parents or the parents of the principal's spouse, if the principal had established a pattern of such payments.

(4) Any other individuals legally entitled to be supported by the principal.

b. Make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the principal is a party.

c. Provide living quarters for the individuals described in paragraph "a" by any of the following:

(1) Purchase, lease, or other contract.

(2) Paying the operating costs, including but not limited to interest, amortization payments, repairs, improvements, and taxes, for premises owned by the principal or occupied by those individuals.

d. Provide funds for shelter, clothing, food, appropriate education, including postsecondary and career and technical education, and other current living costs for the individuals described in paragraph "a" to enable those individuals to maintain their customary standard of living.

e. Pay expenses for necessary health care and custodial care on behalf of the individuals described in paragraph "a".

f. Act as the principal's personal representative pursuant to the federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, including amendments thereto and regulations promulgated thereunder, in making decisions related to past, present, or future payments for the provision of health care consented to by the principal or anyone authorized under the law of this state to consent to health care on behalf of the principal.

g. Continue any provision made by the principal for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in paragraph "a".

h. Maintain credit and debit accounts for the convenience of the individuals described in paragraph "a" and open new accounts.

i. Continue payments or contributions incidental to the membership or affiliation of the principal in a religious institution, club, society, order, or other organization.

2. Authority with respect to personal and family maintenance is neither dependent upon, nor limited by, authority that an agent may or may not have with respect to gifts under [this chapter](#).

[2014 Acts, ch 1078, §38; 2015 Acts, ch 30, §200; 2016 Acts, ch 1108, §74](#)

Referred to in [§633B.201](#), [633B.202](#), [633B.203](#), [633B.214](#)

633B.214 Benefits from governmental programs or civil or military service.

1. In [this section](#), "benefits from governmental programs or civil or military service" means

any benefit, program, or assistance provided under a statute, rule, or regulation relating to but not limited to social security, Medicare, or Medicaid.

2. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to benefits from governmental programs or civil or military service authorizes the agent to do all of the following:

a. Execute vouchers in the name of the principal for allowances and reimbursements payable by the United States, a foreign government, or a state or subdivision of a state to the principal, including but not limited to allowances and reimbursements for transportation of the individuals described in [section 633B.213, subsection 1](#), paragraph “a”, and for shipment of the household effects of such individuals.

b. 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, certificate, or other instrument for that purpose.

c. Enroll in, apply for, select, reject, change, amend, or discontinue, on the principal’s behalf, a benefit or program.

d. Prepare, file, and maintain a claim of the principal for a benefit or assistance, financial or otherwise, to which the principal may be entitled under a statute, rule, or regulation.

e. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance the principal may be entitled to receive under a statute, rule, or regulation.

f. Receive the financial proceeds of a claim described in paragraph “d” and conserve, invest, disburse, or use for a lawful purpose anything so received.

g. Create and fund a medical assistance income trust as defined in [section 633C.1](#) or a trust or device that meets the criteria of 42 U.S.C. §1396p(d)(4)(B)(i)-(ii) that is authorized under the applicable law of another jurisdiction in which the principal is a resident.

[2014 Acts, ch 1078, §39; 2016 Acts, ch 1088, §7 – 9](#)

Referred to in [§633B.201](#), [633B.202](#), [633B.203](#)

633B.215 Retirement plans.

1. In [this section](#), “retirement plan” means a plan or account created by an employer, the principal, or another individual to provide retirement benefits or deferred compensation in which the principal is a participant, beneficiary, or owner, including but not limited to a plan or account under the following sections of the Internal Revenue Code:

a. An individual retirement account in accordance with section 408.

b. A Roth individual retirement account established under section 408A.

c. A deemed individual retirement account under section 408(q).

d. An annuity or mutual fund custodial account under section 403(b).

e. A pension, profit-sharing, stock bonus, or other retirement plan qualified under section 401(a).

f. An eligible deferred compensation plan under section 457(b).

g. A nonqualified deferred compensation plan under section 409A.

2. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to retirement plans authorizes the agent to do all of the following:

a. Select the form and timing of payments under a retirement plan and withdraw benefits from a plan.

b. Make a rollover, including a direct trustee-to-trustee rollover of benefits from one retirement plan to another.

c. Establish a retirement plan in the principal’s name.

d. Make contributions to a retirement plan.

e. Exercise investment powers available under a retirement plan.

f. Borrow from, sell assets to, or purchase assets from a retirement plan.

[2014 Acts, ch 1078, §40](#)

Referred to in [§633B.201](#), [633B.202](#), [633B.203](#)

633B.216 Taxes.

Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to taxes authorizes the agent to do all of the following:

1. Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act returns and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including but not limited to consents and agreements under section 2032A of the Internal Revenue Code, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run.
2. Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority.
3. Exercise any election available to the principal under federal, state, local, or foreign tax law.
4. Act for the principal in all tax matters for all periods before the Internal Revenue Service or any other taxing authority.

[2014 Acts, ch 1078, §41](#)

Referred to in [§633B.201](#), [633B.202](#), [633B.203](#)

633B.217 Gifts.

1. In [this section](#), a gift “*for the benefit of*” a person includes a gift to a trust, an account under a uniform transfers to minors Act, and a qualified state tuition program exempt from taxation pursuant to section 529 of the Internal Revenue Code.

2. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to gifts authorizes the agent only to do all of the following:

- a. Make a gift of any of the principal’s property outright to, or for the benefit of, a person, including but not limited to by the exercise of a presently exercisable general power of appointment held by the principal, in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion under section 2503(b) of the Internal Revenue Code without regard to whether the federal gift tax exclusion applies to the gift or if the principal’s spouse agrees to consent to a split gift pursuant to section 2513 of the Internal Revenue Code in an amount per donee not to exceed twice the annual federal gift tax exclusion limit.
- b. Consent to the splitting of a gift made by the principal’s spouse pursuant to section 2513 of the Internal Revenue Code in an amount per donee not to exceed the aggregate annual gift tax exclusions for both spouses.

3. An agent may make a gift of the principal’s property only as the agent determines is consistent with the principal’s objectives if actually known by the agent and, if unknown, as the agent determines is consistent with the principal’s best interest based on all relevant factors, including but not limited to all of the following:

- a. The value and nature of the principal’s property.
- b. The principal’s foreseeable obligations and need for maintenance.
- c. The minimization of taxes, including but not limited to income, estate, inheritance, generation-skipping transfer, and gift taxes.
- d. Eligibility for a benefit, a program, or assistance under a statute, rule, or regulation.
- e. The principal’s personal history of making or joining in making gifts.

[2014 Acts, ch 1078, §42](#)

Referred to in [§633B.201](#), [633B.202](#), [633B.203](#), [633B.301](#)

633B.218 through 633B.300 Reserved.

SUBCHAPTER III FORMS

633B.301 Power of attorney — form.

A document substantially in the following form may be used to create a statutory power of attorney that has the meaning and effect prescribed by [this chapter](#):

IOWA STATUTORY POWER OF ATTORNEY FORM

1. POWER OF ATTORNEY

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including but not limited to your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Iowa Uniform Power of Attorney Act, Iowa Code [chapter 633B](#).

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

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

Your agent is not entitled to compensation unless you state otherwise in the optional Special Instructions.

This form provides for designation of one agent. If you wish to name more than one agent, you may name a coagent in the optional Special Instructions. Coagents must act by majority rule unless you provide otherwise in the optional Special Instructions.

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

This power of attorney becomes effective immediately upon signature and acknowledgment unless you state otherwise in the optional Special Instructions.

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

DESIGNATION OF AGENT

I _____ (name of principal) name the following person as my agent:

Name of Agent _____

Agent's Address _____

Agent's Telephone Number _____

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

Name of Successor Agent _____

Successor Agent's Address _____

Successor Agent's Telephone Number _____

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

Name of Second Successor Agent _____

Second Successor Agent's Address _____

Second Successor Agent's Telephone Number _____

GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the Iowa Uniform Power of Attorney Act, Iowa Code [chapter 633B](#):

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

- ☐ Real Property
- ☐ Tangible Personal Property
- ☐ Stocks and Bonds
- ☐ Commodities and Options
- ☐ Banks and Other Financial Institutions
- ☐ Operation of Entity or Business
- ☐ Insurance and Annuities
- ☐ Estates, Trusts, and Other Beneficial Interests
- ☐ Claims and Litigation
- ☐ Personal and Family Maintenance
- ☐ Benefits from Governmental Programs or Civil or Military Service
- ☐ Retirement Plans
- ☐ Taxes
- ☐ All Preceding Subjects

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent shall not do any of the following specific acts for me unless I have initialed the specific authority listed below:

(Caution: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. Initial only the specific authority you WANT to give your agent.)

☐ Amend, revoke, or terminate a revocable inter vivos trust, if authorized by the trust.

☐ Agree to the amendment or termination of any other inter vivos trust.

☐ Make a gift to an individual who is not an agent, subject to the limitations of the Iowa Uniform Power of Attorney Act, Iowa Code [section 633B.217](#), and any special instructions in this power of attorney.

Make gifts, either direct or indirect, to my agent acting under this power of attorney as follows:

☐ Any such gift must be approved in writing by _____; or

☐ No third-party approval is needed.

☐ Authorize another person to exercise the authority granted under this power of attorney.

☐ Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

☐ Exercise fiduciary powers that the principal has authority to delegate.

☐ Disclaim or refuse an interest in property, including a power of appointment.

LIMITATION ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant shall not use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the optional Special Instructions.

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines:

_____ shall have the authority to request an accounting of any agent.

EFFECTIVE DATE

This power of attorney is effective immediately upon signature and acknowledgment unless I have stated otherwise in the optional Special Instructions.

NOMINATION OF CONSERVATOR AND GUARDIAN (OPTIONAL)

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

Name of Nominee for Conservator of My Estate _____
 Nominee's Address _____
 Nominee's Telephone Number _____
 Name of Nominee for Guardian of My Person _____
 Nominee's Address _____
 Nominee's Telephone Number _____

RELIANCE ON THIS POWER OF ATTORNEY

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

SIGNATURE AND ACKNOWLEDGMENT

 Your Signature

 Your Name Printed

 Your Address

 Your Telephone Number

 Date

State of _____
 County of _____
 This document was acknowledged before me on _____
 (date), by _____ (name of principal)
 _____ (Seal, if any)
 Signature of Notary _____
 My commission expires _____
 This document prepared by _____

2. IMPORTANT INFORMATION FOR AGENT AGENT'S DUTIES

When you accept the authority granted under this power of attorney, a special legal relationship is created between the principal and you. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must do all of the following:

Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest.

Act in good faith.

Do nothing beyond the authority granted in this power of attorney.

Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as agent in the following manner:

_____ (principal's name) by
 _____ (your signature) as Agent

Unless the Special Instructions in this power of attorney state otherwise, you must also do all of the following:

Act loyally for the principal's benefit.

Avoid conflicts that would impair your ability to act in the principal's best interest.

Act with care, competence, and diligence.

Keep a record of all receipts, disbursements, and transactions made on behalf of the principal.

Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest.

Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

TERMINATION OF AGENT'S AUTHORITY

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

Death of the principal.

The principal's revocation of the power of attorney or your authority.

The occurrence of a termination event stated in the power of attorney.

The purpose of the power of attorney is fully accomplished.

If you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

LIABILITY OF AGENT

The meaning of the authority granted to you is defined in the Iowa Uniform Power of Attorney Act, Iowa Code [chapter 633B](#). If you violate the Iowa Uniform Power of Attorney Act, Iowa Code [chapter 633B](#), or act outside the authority granted, you may be liable for any damages caused by your violation.

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

[2014 Acts, ch 1078, §43](#)

633B.302 Agent's certification — optional form.

The following optional form may be used by an agent to certify facts concerning a power of attorney:

IOWA STATUTORY POWER OF ATTORNEY AGENT'S CERTIFICATION FORM AGENT'S CERTIFICATION OF VALIDITY OF POWER OF ATTORNEY AND AGENT'S AUTHORITY

State of _____

County of _____

I, _____ (name of agent), certify under penalty of perjury that _____ (name of principal) granted me authority as an agent or successor agent in a power of attorney dated _____.

I further certify all of the following to my knowledge:

The principal is alive and has not revoked the power of attorney or the power of attorney and my authority to act under the power of attorney have not terminated.

If the power of attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred.

If I was named as a successor agent, the prior agent is no longer able or willing to serve.

_____.

(Insert other relevant statements)

SIGNATURE AND ACKNOWLEDGMENT

Agent's Signature

Date

Agent's Name Printed

Agent's Address

Agent's Telephone Number

This document was acknowledged before me on _____
(date), by _____ (name of agent)

(Seal, if any)

Signature of Notary

My commission expires _____

This document prepared by

2014 Acts, ch 1078, §44; 2015 Acts, ch 29, §111

Referred to in §633B.119, 638.9

633B.303 through 633B.400 Reserved.

SUBCHAPTER IV

APPLICABILITY

633B.401 Uniformity of application and construction.

In applying and construing [this chapter](#), consideration shall be given to the need to promote uniformity of the law with respect to the subject matter of [this chapter](#) among states that enact the uniform power of attorney Act.

2014 Acts, ch 1078, §45

633B.402 Relation to Electronic Signatures in Global and National Commerce Act.

[This chapter](#) modifies, limits, and supersedes the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §7001 et seq., but does not modify, limit, or supersede section 101(c) of that Act, 15 U.S.C. §7001(c), or authorize electronic delivery of any of the notices described in section 103(b) of that Act, 15 U.S.C. §7003(b).

2014 Acts, ch 1078, §46

633B.403 Effect on existing powers of attorney.

Except as otherwise provided in [this chapter](#):

1. [This chapter](#) applies to a power of attorney created before, on, or after July 1, 2014.
2. [This chapter](#) applies to all judicial proceedings concerning a power of attorney commenced on or after July 1, 2014.
3. [This chapter](#) applies to all judicial proceedings concerning a power of attorney commenced before July 1, 2014, including but not limited to proceedings pursuant to [section 633B.116](#), unless the court finds that application of a provision of [this chapter](#) would substantially interfere with the effective conduct of the proceedings or the rights of the parties or other interested persons. In that case, the provision does not apply and the court shall apply prior law.
4. An act completed before July 1, 2014, shall not be affected by [this chapter](#).

2014 Acts, ch 1078, §47