



**State of Wisconsin**  
Department of Health Services

This Power of Attorney for Finances form allows you to plan for future financial decision-making even if you are unable to make your own decisions. More information is available to assist you in filling out this form<sup>1</sup>. This form is not the answer for everyone. Only select someone you trust to be your agent. You may wish to consult with an attorney to explore other financial planning tools such as a Power of Attorney for Finances drafted by an attorney, or special accounts or trusts.

This is an important legal document. Do not sign it until you, and your chosen agent, understand the powers being granted. By signing this document, you are not giving up any powers or rights to control your finances or property. Instead, you are giving your agent, in addition to yourself, the authority to handle your finances and property. While it is not required that you sign this document in the presence of a notary, acknowledged signatures create a lawful presumption of genuineness and will be more easily accepted by businesses and financial institutions.

This document is effective immediately when executed unless you state a future date or occurrence that will activate the powers expressed in this form.

This Power of Attorney for Finances is “durable” (does not terminate upon the principal’s incapacity) unless you specifically state that it terminates if you become incapacitated.

If you name your spouse or domestic partner as your agent and the marriage or domestic partnership is terminated (annulment or divorce), this document becomes invalid unless the special instructions in this document state that such an action will not terminate the authority given to the agent.

If you used a former state Power of Attorney for Finances form, that form is still valid. Executing a new Power of Attorney for Finances does not, automatically, revoke a prior document.

If you wish to change this Power of Attorney for Finances in the future, you must complete a new document and revoke this one. You may revoke this document at any time; a suggested method is a written and dated statement expressing your intent to revoke this document. If you revoke this document, you should notify your agent and any other persons or entities that have a copy.

In general, an agent who is not the principal’s spouse or domestic partner may not use the principal’s property for the benefit of the agent or a person to whom the agent owes an obligation of support. Gifting to others is also generally not allowed<sup>2</sup>.

Your agent is entitled to reasonable compensation unless you state otherwise in the special instructions. This document does not give your agent the power to make medical, long-term care or other health care decisions for you.

Once your Power of Attorney for Finances form is completed and signed, send a copy of this document to your financial contacts (e.g. your bank, stockbroker, mortgage company, insurance agent, etc.) Give a copy to your agent and alternate agents as well as to trustworthy family members and/or to your attorney. Finally place a copy in a safe place in your home along with a list of who has a copy of the document.

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<sup>1</sup> Greater Wisconsin Agency on Aging Resources: Guardianship Support Center ([www.gwaar.org](http://www.gwaar.org))

<sup>2</sup> For more information on gifting, see Wis. Stats. §244.57

**This Page is for information only and is not part of the Power of Attorney**

**Wisconsin.gov**

**WISCONSIN STATUTORY  
POWER OF ATTORNEY FOR  
FINANCES AND PROPERTY  
IMPORTANT INFORMATION**

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 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 Uniform Power of Attorney for Finances and Property Act in Chapter 244 of the Wisconsin Statutes.

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 entitled to reasonable compensation unless you state otherwise in the special instructions.

This form provides for designation of one agent. If you wish to name more than one agent, you may name a co-agent in the special instructions. Co-agents are not required to act together unless you include that requirement in the 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 2<sup>nd</sup> successor agent.

This Power of Attorney becomes effective immediately unless you state otherwise in the special instructions. This Power of Attorney does not revoke any Power of Attorney executed previously unless you so provide in the special instructions.

If you revoke this Power of Attorney, you should notify your agent and any other person to whom you have given a copy. If your agent is your spouse or domestic partner and your marriage is annulled or you are divorced or legally separated or the domestic partnership is terminated after signing this document, the document is invalid.

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

Recording Area ↑

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Name and Return Address

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Parcel Identification Number (if any)

## 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 2<sup>nd</sup> successor agent:

Name of 2<sup>nd</sup> 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 (see Appendix) in the Uniform Power of Attorney for Finances and Property Act in chapter 244 of the Wisconsin statutes:

(INITIAL each subject you want to include in the agent's general authority.)

<input type="checkbox"/>	Real property
<input type="checkbox"/>	Tangible personal property
<input type="checkbox"/>	Digital property
<input type="checkbox"/>	Stocks and bonds
<input type="checkbox"/>	Commodities and options
<input type="checkbox"/>	Banks and other financial institutions
<input type="checkbox"/>	Operation of entity or business
<input type="checkbox"/>	Insurance and annuities
<input type="checkbox"/>	Estates, trusts, and other beneficial interests
<input type="checkbox"/>	Claims and litigation
<input type="checkbox"/>	Personal and family maintenance
<input type="checkbox"/>	Benefits from governmental programs or civil or military service
<input type="checkbox"/>	Retirement plans
<input type="checkbox"/>	Taxes

**LIMITATION ON AGENT'S AUTHORITY**

An agent who is not my spouse or domestic partner MAY 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 special instructions.

**SPECIAL INSTRUCTIONS (OPTIONAL)**

You may give special instructions in the following space

[Empty rectangular box for special instructions]

**EFFECTIVE DATE**

This power of attorney is effective immediately unless I have stated otherwise in the special instructions.

**NOMINATION OF GUARDIAN (OPTIONAL)**

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

Name of nominee for guardian 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 FOR FINANCES AND PROPERTY**

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

**SIGNATURE AND ACKNOWLEDGMENT**

Your signature \_\_\_\_\_ Date \_\_\_\_\_

Your name printed \_\_\_\_\_

Your address: \_\_\_\_\_

Your telephone number: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_

This document was acknowledged before me on

Date \_\_\_\_\_ by name of principal \_\_\_\_\_

(Seal, if any)

Signature of notary \_\_\_\_\_

Name of notary (typed or printed) \_\_\_\_\_

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

This document prepared by: \_\_\_\_\_

## **IMPORTANT INFORMATION FOR AGENT AGENT'S DUTIES**

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

- (1) 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.
- (2) Act in good faith.
- (3) Do nothing beyond the authority granted in this Power of Attorney.
- (4) 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 the Power of Attorney state otherwise, you must also do all the following:

- (1) Act loyally for the principal's benefit.
- (2) Avoid conflicts that would impair your ability to act in the principal's best interest.
- (3) Act with care, competence, and diligence.
- (4) Keep a record of all receipts, disbursements, and transactions made on behalf of the principal.
- (5) 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.
- (6) 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 all the following:

- (1) Death of the principal
- (2) The principal's revocation of the Power of Attorney or your authority.
- (3) The occurrence of a termination event stated in the Power of Attorney.
- (4) The purpose of the Power of Attorney is fully accomplished.
- (5) 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.
- (6) If you are the principal's domestic partner and your domestic partnership is terminated, 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 Uniform Power of Attorney for Finances and Property Act in Chapter 244 of the Wisconsin Statutes. If you violate the Uniform Power of Attorney for Finances and Property Act in Chapter 244 of the Wisconsin Statutes 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.

**OPTIONAL SIGNATURE OF AGENT**

I have read and accept the duties and liabilities of the agent as specified in this Power of Attorney.

Agent's signature \_\_\_\_\_ Date \_\_\_\_\_

**Attached:**

- (1) Agent's certification as to the validity of Power of Attorney for Finances and Property and agent's authority (Optional).
- (2) Appendix: Power of Attorney for Finances and Property Statutory Authority Definitions (Optional).

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

**AGENT'S CERTIFICATION AS TO THE VALIDITY OF  
POWER OF ATTORNEY FOR FINANCES AND PROPERTY 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 that to my knowledge:

- (1) The principal is alive and has not revoked the power of attorney or my authority to act under the power of attorney, and the power of attorney and my authority to act under the power of attorney have not terminated.
- (2) If the power of attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred.
- (3) If I was named as a successor agent, the prior agent is no longer able or willing to serve.
- (4) \_\_\_\_\_  
(insert other relevant statements)

**SIGNATURE AND ACKNOWLEDGMENT**

Agent's signature \_\_\_\_\_ Date \_\_\_\_\_

Agent's name printed \_\_\_\_\_

Agent's address: \_\_\_\_\_

Agent's telephone number: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_

This document was acknowledged before me on

Date \_\_\_\_\_ by (name of agent) \_\_\_\_\_

(Seal, if any)

Signature of notary \_\_\_\_\_

Name of notary (typed or printed) \_\_\_\_\_

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

This document prepared by: \_\_\_\_\_



**APPENDIX**  
**Power of Attorney for Finances and Property**  
**Statutory Authority Definitions**

**244.44 Real property.** Unless the power of attorney otherwise provides, 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; quit claim; release; surrender; retain title for security; encumber; partition; consent to partitioning; 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.
- (3) Pledge or mortgage an interest in real property or 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.
- (4) Release, assign, satisfy, or enforce by any lawful means 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 by doing any 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 taxes or assessments.
  - (d) Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real
- (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 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) Selling or otherwise disposing of the stocks, bonds, or property.
- (b) Exercising or selling an option, right of conversion, or similar right with respect to the stocks, bonds, or property.
- (c) 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.

**244.445 Digital property.** Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to digital property authorizes the agent, subject to s. 711.06 (1), to do all of the following:

- (1) Find, access, manage, protect, distribute, dispose of, transfer, transfer ownership rights in, or otherwise control digital devices, and any digital property stored thereon, with digital devices to include desktop, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device, either currently in existence or that may exist as technology develops.
- (2) Access, manage, distribute, delete, terminate, transfer, transfer ownership rights in, or otherwise control digital accounts, other than the content of electronic communications, as defined in s. 711.03 (6), with digital accounts to include bank or other financial institution accounts, electronic mail accounts, blogs, software licenses, social network accounts, social media accounts, file-sharing and storage accounts, financial management accounts, domain registration accounts, domain name service accounts, Web hosting accounts, tax preparation service accounts, online store accounts, and affiliated programs currently in existence or that may exist as technology develops.
- (3) Access, manage, distribute, delete, transfer, transfer ownership rights in, or otherwise control any digital property the principal may own or otherwise possess rights to, other than the content of electronic

communications, as defined in s. 711.03 (6), regardless of the ownership of the digital device on which the digital property is stored or the ownership of the digital account within which the digital property is stored.

**244.45 Tangible personal property.** Unless the power of attorney otherwise provides, 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; quit claim; 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 by doing any 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 under 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.

**244.46 Stocks and bonds.** Unless the power of attorney otherwise provides, 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 evidences 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.
- (6) 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.
- (7) 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.

**244.47 Commodities and options.** Unless the power of attorney otherwise provides, 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.

**244.48 Banks and other financial institutions.** Unless the power of attorney otherwise provides, 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 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 it 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 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.

**244.49 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 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) With respect to an entity or business owned solely by the principal, do all of the following:

(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 its operation.

2. The nature and extent of its business.

3. The methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation.

4. The amount and types of insurance carried.

5. The mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors.

(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) Put additional capital into an entity or business in which the principal has an interest.

(9) Join in a plan of reorganization, consolidation,

conversion, interest exchange, domestication, or merger of the entity or business.

(10) Sell or liquidate all or part of an entity or business.

(11) Establish the value of an entity or business under a buy-out 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 attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

**244.50 Insurance and annuities.** Unless the power of attorney otherwise provides, 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, 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 or domestic partner, 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.

#### **244.51 Estates, trusts, and other beneficial**

**interests.** (1) In this section, "estates, trusts, and other beneficial interests" 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, receipt for, sell, assign, pledge, or exchange a share in or payment from an estate, trust, or 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 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 anything 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) Sign a waiver or consent in a probate matter. (i)

Reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from an estate, trust, or beneficial interest.

**244.52 Claims and litigation.** Unless the power of attorney otherwise provides, 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 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, order of arrest, or other preliminary, provisional, or intermediate relief and use any 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, settle, and 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.

**244.53 Personal and family maintenance.** (1) Unless the power of attorney otherwise provides, 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 or the principal's domestic partner, and the following individuals, whether living when the power of attorney is executed or later born:

1. The principal's children.

2. Other individuals legally entitled to be supported by the principal.

3. The individuals whom the principal has customarily supported or indicated the intent to support.

(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 par. (a) by doing any of the following:

1. Purchasing, leasing, or entering into a contract.

2. Paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the principal or occupied by those individuals.

(d) Provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the individuals described in par. (a).

(e) Pay expenses for necessary health care and custodial care on behalf of the individuals described in par. (a).

(f) Act as the principal's personal representative under 42 USC 1320d, the Health Insurance Portability and Accountability Act, and applicable regulations, in making decisions related to the past, present, or future payment 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 motor vehicles or other means of transportation, including registering, licensing, insuring, and replacing the vehicles, for the individuals described in par. (a).

(h) Maintain credit and debit accounts for the convenience of the individuals described in par. (a) and open new accounts.

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

(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.

**244.54 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, including social security, Medicare, and 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 or a foreign government or by a state or subdivision of a state to the principal, including allowances and reimbursements for transportation of the individuals described in s. 244.53 (1) (a), and for shipment of their household effects.

(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 par. (d) and conserve, invest, disburse, or use for a lawful purpose anything so received.

**244.55 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 of which the principal is a participant, beneficiary, or owner, including the following plans or accounts:

(a) An individual retirement account under section 408 of the Internal Revenue Code.

(b) A Roth individual retirement account under section 408A of the Internal Revenue Code.

(c) A deemed individual retirement account under section 408 (q) of the Internal Revenue Code.

(d) An annuity or mutual fund custodial account under section 403 (b) of the Internal Revenue Code.

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

(f) A plan under section 457 (b) of the Internal Revenue Code.

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

**244.56 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, 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 consents and agreements under 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 and the following 25 tax years.
- (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 other taxing authority.